0 KOR Acceptable Use Policy

This KOR Acceptable Use Policy ("**AUP**") governs all access to and use by each Client (including all of its Users) of:

(a) the KOR SaaS Services and other Services provided by KOR Financial, Inc. under a KOR Universal Services Agreement and any Addendum to it (together, the "**USA**"); and

(b) the Repository Services provided by KOR Reporting Inc. under a Counterparty Client Agreement or Third Party Reporter Agreement, the Repository Operating Requirements ("**ROR**") and the applicable KOR Repository Rulebook (together, the "**Repository Documents**").

"**KOR**" means KOR Financial, Inc. or KOR Reporting Inc., as the provider of the relevant Services. Each of the USA and the Repository Documents is an "**Applicable Agreement**".

INTERPRETATION AND PRECEDENCE

(a) Capitalized terms not defined in this AUP have the meanings given to them in the Applicable Agreement.

(b) In this AUP: "**Services**" means the KOR SaaS Services, the Repository Services, or both, as the context requires; "**KOR System**" means the systems through which KOR provides the Services; "**Documentation**" includes Documentation under the USA and Additional Documentation under the ROR; and "**Malicious Code**" means any virus, worm, Trojan horse, time bomb or other code designed to disrupt, damage or gain unauthorized access to any system or data.

(c) If this AUP conflicts with an Applicable Agreement, the Applicable Agreement prevails.

(d) Nothing in this AUP limits any access to the Repository Services that KOR Reporting Inc. is required to provide under applicable Law or the applicable KOR Repository Rulebook.

A. USE OF SERVICES

1. GENERAL RESTRICTIONS ON USE. Client shall not, directly or indirectly:

(a) use any Services for any illegal purpose, or otherwise violate any applicable laws or regulations in connection with use of the Services;

(b) except to the limited extent permitted under applicable Laws, attempt to copy, reproduce, modify, reverse engineer, disassemble, decompile, translate, attempt to discover the source code of, or create derivative works based on, any software comprising the KOR System, or any other aspect of the Services;

(c) except as expressly permitted in the Applicable Agreement or authorized by Client through the KOR User Portal (including access by Related Entities, Third Party Reporters, delegated reporters, agents and authorized access clients), sell, license, distribute, rent or lease any Services, or permit access to the Services by any third party;

(d) except as expressly permitted in the Applicable Agreement, use any Services to perform "service bureau," "software as a service," "cloud service" or "application services provider" type services for any third party. Submission of Repository Data by a Third Party Reporter or agent on behalf of its Client Customers in accordance with the Repository Documents is not a breach of this paragraph;

(e) remove, obscure, alter or deface any notice of confidentiality, any trademark, any copyright notice, or any other indicia of ownership of KOR, its Affiliates, or its Suppliers or any other third parties that may be contained in or displayed via the Services (including in any Documentation);

(f) interfere, in any way, with others' use of or access to the Services;

(g) attempt to gain unauthorized access to the computer system of any other user of the Services;

(h) take any action to attempt to circumvent, eliminate, override, disable or modify any security measures as KOR or its Affiliates or Suppliers may provide with respect to the KOR System or any Services;

(i) other than through the Access Methods prescribed by KOR (including KOR APIs and SFTP), use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the KOR System or any Services;

(j) take any action that imposes an unreasonable or disproportionately large load on the KOR System or any Services; or

(k) use any KOR SaaS Services for any competitive or benchmarking purposes. This paragraph does not apply to the Repository Services.

2. CLIENT DATA. Client shall not, directly or indirectly, upload or otherwise transmit to or via the Services any Client Data that:

(a) infringes or otherwise violates any copyright, patent, trademark, trade secret, right of privacy, right of publicity, or other proprietary right of any Person;

(b) is fraudulent, misleading, deceptive, defamatory, slanderous, libelous, expresses hate, harassing, abusive or unlawfully threatening;

(c) is pornographic, obscene, vulgar or exploitative of any minor;

(d) impersonates any Person or misrepresents any relationship to any Person;

(e) contains or embodies any Malicious Code;

(f) advocates illegal activity or discusses an intent to commit any illegal act; or

(g) otherwise violates, or solicits, aids and/or abets violation of, any applicable Laws, including any Laws relating to sanctions, export controls, encryption, privacy or data protection.

Client Data that Client is required or permitted to submit under applicable reporting Laws or the Applicable Agreement, including personal data and data submitted on behalf of another Person with that Person's authority, does not breach paragraph 2(a) or 2(d).

B. NOTIFICATION

Client shall promptly, and in any event within any period required by the Applicable Agreement, notify KOR of any event, condition, circumstance or activity of which Client becomes aware that indicates a potential, actual or threatened violation of this AUP.

C. MODIFICATIONS

KOR may modify this AUP from time to time.

(a) For the KOR SaaS Services, a modification takes effect on notice to Client in accordance with the USA.

(b) For the Repository Services, a modification is made and notified in accordance with the ROR (including Board approval and at least ten (10) New York business days' prior notice of material changes) and any filing, approval or notice required by a Regulator. It takes effect on the later of the effective date in that notice and the date any required regulatory process is complete.

D. CONSEQUENCES OF BREACH

A breach of this AUP is a breach of the Applicable Agreement, and KOR may exercise the rights available to it under the Applicable Agreement. For the Repository Services, any suspension, restriction or termination of access will be carried out only in accordance with the applicable KOR Repository Rulebook and applicable Law.