

## Altus Group Acceptable Use Policy

By using any applications made available to You by Altus Group Limited and/or its affiliates (collectively Altus Group, We, Us, and Our), You agree to the following:

Unless defined in this Acceptable Use Policy (“AUP”), all capitalized terms used in this AUP will have the meanings ascribed to them in the Altus Group Master Customer Agreement or similar services agreement (“Agreement”) governing Our provision of software, software-as-a-service, data and analytics, and other digital products, including any data, information, reports, Documentation (as defined in the Agreement), or the data generated, or other output, by any software, software-as-a-service, data and analytics, and other digital products (collectively, “Products”) to You.

This AUP together with the applicable Agreement, sets out the basis upon which Clients/Customers and their authorized users (You and Your) may access and use the Products and Product Deliverables. It sets out those actions which are expressly prohibited, however, the examples described in this AUP are not exhaustive. Altus Group may modify this AUP at any time by posting a revised version of the AUP. By accessing and/or using the Products, You are agreeing to comply with the AUP. If You breach the AUP or authorise or help others to do so, such breach may be a material breach of the Agreement and We may suspend or terminate Your access to and use of the Products and consider You to be in breach of Your Agreement with Us.

Please read this AUP carefully.

### A. Permitted Usage

1. You must only use the Products in accordance with the Agreement and Documentation for Your internal business purposes and must not, nor attempt to, at any time:

- a. interfere with or disrupt the integrity or performance of the Products or any third-party data contained in it, or its use by any other licensed person;
- b. gain unauthorized access to the Products or its related systems or networks, or permit any third party to access the Products;
- c. create compilations, databases, or derivative works based on the Products;
- d. copy, frame, or mirror any part or content of the Products;
- e. modify, reverse engineer, decompile, disassemble, translate, or adapt the Products or attempt to derive the source code or the underlying ideas, algorithms, structure, or organization from the Products unless explicitly permitted by applicable and mandatory law, including by attempting to access any raw data or data models used by Us in connection with any Product (note, however, that if You wish to obtain information to permit interoperability of software within the Products, this is available from Us);
- f. use the Products to perform comparative analysis of property assets, including to create derived works, including aggregated benchmark reports, or in connection with the development of any product that is derivative of the Products or to copy any features, functions, or graphics of the Products;
- g. use the Products for the purpose of converting data from a file format proprietary to Us to an alternative file format for use with third-party real estate software or services;
- h. use the Products in a manner that circumvents the restrictions imposed on You or exceeds the rights granted to You under the relevant Agreement; and/or
- i. use any script, macro, scraping tool, bot, crawler, or other automation to manipulate, interact with, send commands to, import, export, or collect data from the human interface of any Product.

2. In addition to the foregoing, the following additional terms will apply to Your usage of the Products:

- a. a “user” login is specific to, and may only be used by, one person and is limited to the named users in the relevant Order Form. Logins and passwords may not be pooled or shared by multiple people or used concurrently;
- b. you must abide by all notices, agreements, information, or restrictions contained in, attached to, or in any way associated with any Product;
- c. the Products contain proprietary information about software processes, algorithms, and data models which are Confidential Information and constitutes trade secrets, and which are intended for utilization solely in connection with Your use of Products, as authorized by the Agreement and Documentation for Your internal business purposes;
- d. any approved download or copy of the Products or Documentation related to the Products must contain the copyright notices, service marks, or similar marks that accompanies such Products or Documentation;
- e. Products user access is not permitted by children under the age of 18 or other legal age of majority in their relevant jurisdiction; and

3. **Artificial Intelligence.** You may not use any Product, nor any third-party product, application, or functionality which interoperates with our Products that incorporates artificial intelligence, including generative artificial intelligence or machine learning, for the following:

- a. as part of an automated decision-making process with legal or similarly significant effects (unless you ensure that the final decision is made by a human being and take account of other factors beyond the Product’s recommendations in making the final decision);
- b. generating individualized advice that in the ordinary course of business would be provided by a licensed professional. This includes, for example, financial and legal advice; and/or
- c. directly or indirectly predicting protected characteristics (including, but not limited to, racial or ethnic origin, and past, current, or future political opinions, religious or philosophical beliefs, trade union membership, age, gender, sex life, sexual orientation, disability, health status, medical condition, financial status, criminal convictions, or likelihood to engage in criminal acts).

4. **Deceptive Practices.** You must disclose when end users or consumers are interacting directly with automated systems, such as bots or similar features, unless obvious from context or where there is a human in the loop.

### B. Security Violations

1. You may not, nor attempt to, use the Products at any time to violate the security or integrity of any network, computer or communications system, software application, database, or computing device (each, a “System”). Prohibited activities include:

- a. unauthorised access, including without limitation, accessing or using any System without permission, attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System;
- b. circumventing or disabling any security or other technological features or measures of a Product or use the Products in a manner that We reasonably believe poses a threat to the security of a System;

- c. interception, including without limitation any monitoring of data or traffic on a System without permission;
- d. falsification of origin including forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; and
- e. using another person's access credentials.

#### **C. Network Abuse**

1. You may not, nor attempt to, make network connections at any time to any users, hosts, or networks unless You have permission to communicate with them. Prohibited activities include:
  - a. monitoring or crawling of a System that impairs or disrupts that System;
  - b. denial of service attacks including, without limitation, inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective;
  - c. interfering with the proper functioning of any System, including without limitation any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques;
  - d. operating any network Products like open proxies, open mail relays, or open recursive domain name servers; and
  - e. using manual or electronic means to avoid any use limitations placed on a System, including, without limitation, access and storage restrictions.

#### **D. Message Abuse**

1. You may not, nor attempt to, at any time:
  - a. distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like 'spam'), including commercial advertising and informational announcements;
  - b. alter or obscure mail headers or assume a sender's identity without the sender's explicit permission; and/or
  - c. collect replies to messages sent from another product provider or service if those messages violate this AUP or the acceptable use policy of that provider.

#### **E. Illegal, Harmful, or Offensive Use or Content**

1. You may not, nor attempt to, use, or encourage, promote, facilitate, or instruct others to use the Products at any time for any illegal, harmful, or offensive use, or to transmit, store, display, distribute, or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:
  - a. any illegal activities, including, without limitation, advertising, transmitting, or otherwise making available gambling sites or products, or disseminating, promoting, or facilitating child pornography;
  - b. activities that may be harmful to others, Our operations, or Our reputation, including, without limitation, offering or disseminating fraudulent goods, products, schemes, or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices;
  - c. content or data that infringes or misappropriates the intellectual property, confidentiality or privacy rights, or proprietary rights of others;
  - d. content that We, in Our sole discretion, deem to be defamatory, obscene, incites racist or religious hatred, or encourages terrorism or other unlawful act or is otherwise itself illegal, unlawful, or objectionable, including without limitation any form of pornographic or sexual material; and
  - e. content or other computer technology that may damage, interfere with, surreptitiously intercept, or monitor, or expropriate any system, program, or data, including viruses, Trojans, worms, time bombs, or cancelbots.

#### **F. Provisions Specific to Cloud-Based Products**

1. We monitor usage of and may have usage policies to facilitate a consistent level of service for all Products.
2. For each of the Products that we currently monitor, certain calls into the Products represent more load on the service than others. We have tried to normalize the call weightings such that each end point is given a normalized unit designation.
3. You must first receive written authorization from Us before proceeding with integration with third-party products, unless already agreed to as part of the Agreement.
4. Products may be integrated with your organizations own Federated Single Sign-on (FSSO). By implementing FSSO, You take sole responsibility for User Authentication. ARGUS Cloud supports Identity Protocol SAML to pass tokens.

#### **G. AUP Violations**

1. We reserve the right, but do not assume the obligation, to investigate any violation of this AUP or misuse of the Products or any API. As a result of an investigation, We may remove, disable access to, or modify any content or resource that violates this AUP and/or any applicable Agreement.
2. We may report any activity that We suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties ("**Authorities**"). Our reporting may include disclosing appropriate information about You to the Authorities. We also may cooperate with appropriate Authorities by providing network and systems information related to alleged violations of this AUP.
3. If You become aware of any breach of this AUP, You must notify Us immediately and provide Us with assistance, as requested, to stop or remedy the breach. To report any breach violation of this AUP please contact Us at <https://www.altusgroup.com/support/>.
4. If We receive a notice alleging that material on Your instance of the Products infringes another party's intellectual property, We may disable Your instance of the service or remove the allegedly infringing material. If We receive more than one such notice for You, We reserve the right to immediately terminate Your subscriptions to the Products as deemed necessary by Us to ensure continued protection under the safe harbor provisions under the DMCA, or to prevent violations of other applicable laws or third parties' rights