

SOFTWARE ACCEPTABLE USE POLICY

THIS ACCEPTABLE USE POLICY ("AUP") SETS OUT TERMS YOU, AND THOSE ACTING ON YOUR BEHALF, MUST COMPLY WITH WHEN USING PLANVIEW'S SERVICE OFFERINGS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICE OFFERINGS.

OVERVIEW

This Acceptable Use Policy ("AUP") governs your use of the software, hosting services, cloud services and other solutions and/or service offerings (the "Service Offerings") made available by Planview, Inc. or its suppliers, affiliated companies, and subsidiaries ("Planview", "we", "us", "our"). This AUP is an integral part of your agreement with Planview and is incorporated by reference into the terms pursuant to which Planview provides you with the right to access and use the Service Offerings. You acknowledge that you have read, understood, accept, and agree to be bound by this AUP and to comply with all applicable laws and regulations, including export and re-export control laws and regulations.

SCOPE AND PURPOSE

This AUP is intended to protect the Service Offerings, employees, and customers of Planview, and any end-users from improper, inappropriate, abusive, or illegal activity. The prohibited actions described in this AUP are general guidelines and will not be considered an exhaustive list.

CHANGES

Planview reserves the right to update this AUP at any time without notice to you. Planview may change this AUP at any time by posting an updated version at <https://www.planview.com/legal> . The modified terms will be effective on posting.

VIOLATIONS

Your violation of this AUP will be considered a material breach of the agreement you enter with Planview that governs your use of the Service Offerings.

PROHIBITED ACTIONS

I. PROHIBITED MATERIAL:

You will not, and will not allow any third-party including your users, to use the Service Offering to upload, display, store, process or transmit any of the following:

- material that infringes or misappropriates or otherwise violates any third-party rights including without limitation, intellectual, propriety, publicity and privacy rights;
- material that is obscene or defamatory;
- material that constitutes an illegal threat or is malicious;
- material that violates, encourages or furthers conduct that would violate any laws including without limitation any export and criminal laws;
- malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs ("Viruses");
- health information, including but not limited to information protected under applicable privacy or security regulations;

- financial information, including but not limited to, bank, credit card, debit card, financial, or other personal account numbers;
- drivers license numbers, passport numbers, social security, tax ID or similar numbers.

II. CREDENTIALS:

You will:

- not use a false identity to gain access to the Service Offerings;
- carefully store access credentials and protect that from unauthorized access, disclosure or use;
- not gain access to Service Offerings by any means other than your user account or a means permitted by us;
- not circumvent or disclose the authentication or security of your user account, the underlying technology or any host, network, or account related thereto;
- ensure that any access credentials are not shared with other individuals and used only by the individual who was granted the credentials. We may change access credentials if we determine at our reasonable discretion that a change is necessary.

III. NO SPAM:

You will not, and will not allow any third-party, including your users, to use the Service Offerings to generate or facilitate unsolicited commercial email (“spam”) where such prohibited activity includes, but is not limited to:

- sending communications or email in violation of any applicable anti-spam law or regulation;
- imitating or impersonating Planview or another entity or person or creating false accounts for the purposes of sending spam;
- data mining or harvesting any web property (including any external-facing service) to find email addresses or other user account information;
- subscribing any email addresses to any mailing list without the express and verifiable permission of the email address owner;
- selling to, exchanging with, sharing with or distributing to a third party any personal information, including the email addresses of any person without such person’s knowing and continued consent to such disclosure;
- sending unsolicited email to significant numbers of email addresses belonging to individuals and/or entities with whom you have no pre-existing relationship.

IV. NO ILLEGAL, HARMFUL, OR OFFENSIVE USE OR CONTENT:

You will not use, or encourage, promote, facilitate, or instruct others to use, Service Offerings for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing, or offensive. Your use of the Service Offerings and your content stored within the Service Offerings will not:

- violate any laws or regulations, or rights of others;
- be harmful to others, or to our reputation,
- enable access to external websites or other data feeds for which you have no authorization or which are illegal;
- be defamatory, obscene, abusive, or invasive of privacy.

V. NO VIOLATION OF USE RESTRICTIONS:

You will not:

- resell, transfer, sublicense, loan, lease or publish Service Offerings, or use Service Offerings in any way not permitted by us;
- reverse engineer, disassemble, decompile, or otherwise modify, create derivative works based on, merge, tamper with, repair, or attempt to discover the source code of, Service Offerings or the underlying technology;
- access Service Offerings from any location prohibited by or subject to sanctions or license requirements according to applicable sanctions and/or (re-)export control laws and regulations, including those of the European Union, the United States of America and/or any other applicable country(ies)
- use Service Offerings in a way intended to avoid or work around any restrictions placed on such Service Offerings;
- use Service Offerings to conduct a performance test, build a competitive product or service, or copy any of Service Offerings' features.
- conduct load testing, probing, scanning, penetration or vulnerability testing of the Service Offerings without Planview's consent;
- use the Service Offerings in any manner that violates or promotes violation of any laws or third-party rights.

VI. NO SECURITY VIOLATIONS:

You will not compromise or violate system or network security where such prohibited activity includes, but is not limited to:

- gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information;
- monitoring any data, information or communications on any network or system not owned by you without authorization;
- gaining unauthorized access to the user accounts or passwords of other users of any system or network;
- attempting to intercept, redirect or otherwise interfere with communications intended for others;
- intentionally transmitting any Viruses;
- attempting to gain unauthorized access to an account or computer, or purposely altering or forging an identity to gain such access;
- impersonating someone else by, among other methods, altering a source IP address or by using forged headers or other identity information.

YOUR RESPONSIBILITIES

You are responsible for the activities of your agents, representatives, and end-users ("Representatives"). You will ensure that your Representatives abide by both this AUP and your internal data security and privacy policies in the configuration and use of the Service Offerings. Your responsibility includes the user account management and password security of your Representatives. To the extent legally permissible, complaints about your Representatives will be forwarded to your administrator for action. If violations of this AUP occur, Planview reserves the right to suspend your access or use of the Service Offerings.

Planview reserves the right to remove any material or data Planview reasonably believes is in violation of this AUP or take action to stop the offending action from violating this AUP as Planview deems appropriate.

MONITORING AND REPORTING

You acknowledge that we and our subcontractors may monitor your compliance with this AUP. We reserve the right to investigate any violation of this AUP. If you become aware of any violation of this AUP, you will immediately notify us and provide us with assistance, as requested by us, to stop, mitigate or remedy the violation. Planview generally does not disclose your data to any third party except in accordance with its Privacy Policy at <https://www.planview.com/trust/privacy/> , or unless Planview is required to do so under applicable laws. Notwithstanding anything otherwise stated, we may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties and Planview shall have no liability to you or any third party for any actions taken in connection with such cooperation. You must assist Planview in these matters when requested.

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Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Planview's designated agent. Please refer to <https://www.planview.com/legal/copyright-infringement/> .

GENERAL

If you become aware of any violation of this AUP by any person, including end-users or third parties, or if you have any questions or concerns on this AUP, you must immediately notify Planview via e-mail at planviewlegal@planview.com. This AUP will be interpreted under and governed by the laws of the State of Texas without regard to its conflict of laws provisions. This AUP may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the AUP by its express terms. The invalidity or unenforceability of any provision of this AUP shall not affect the validity of this AUP as a whole and any such provision should be enforced by authorities, and reconstructed, if need be, to apply to the maximum extent allowable under applicable law. The failure to enforce at any time any of the provisions of this AUP, to exercise any election or option provided herein, or to require at any time the performance of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this AUP. The section headings used herein are for convenience only and shall not be given any legal import.