DSB ACCEPTABLE USE POLICY

1   GENERAL

1.1   This Acceptable Use Policy ("**AUP**") applies to Users accessing the DSB Services. All Users accessing the DSB Services must comply with the terms set out in this policy.

1.2   This AUP forms part of the Agreement agreed between the User and the DSB. Defined terms shall have the same meaning as set out in the Main Terms and as otherwise set out herein.

2   ACCEPTABLE USE

2.1   The User is responsible for implementing its own technical controls to prevent and reduce the threat of unauthorised disclosure of sensitive information.

2.2   This AUP sets out the minimum requirements for, and restrictions on, use of the DSB Services and is not exhaustive in the description of use of the DSB Services.

2.3   All DSB Services shall be used in accordance with the following provisions:

(a)   Fee paying Users must not download the same version of a file more than three (3) times within a five (5) Working Day period and not more than twenty-four (24) times in a year. For the avoidance of doubt, this refers to a successful download.

(b)   Users must not use the DSB Services as a 'slow consumer' (being a User that does not process and/or receive messages sent by the DSB Services in a timely manner, thereby resulting in a backlog of pending messages within the DSB Services that may affect the stability of the DSB Services);

(c)   User's streaming messages to a DSB Service via FIX Connectivity must not have more than one (1) message (comprised of create or search or any other message) per connection pending acknowledgement from a DSB Service at any given time;

(d)   Users connecting via REST API (as set out in the Subscription Management and Connectivity Policy) are permitted to make up to 60 API calls (comprised of create or search or any other calls) per minute per connection subject to the overall caps defined in paragraph 2.4 below;

(e)   Users must notify the DSB promptly where ISINs or UPIs have been incorrectly created. Continuous creation of invalid ISINs or UPIs may result in the DSB exercising its rights to suspend access to the DSB Services and/or terminate that User's Subscription(s);

(f)   Users must not knowingly engage in activities that may put the ongoing operational and commercial viability of the DSB Services at risk, including non-compliance with any DSB Policies and the gamification of the fee model;

(g)   Users must not use the Data for any known illegal purpose or otherwise than in compliance with the Applicable Laws; and

(h)   Users must not connect any of their non-Production environments to the DSB's Production environment.

2.4   Each User shall not be permitted to send the DSB Service more than the maximum permitted number of Search Requests, Creation Requests, or Invalid Messages via API for ISINs or UPIs (as applicable) specified for their User type in the table below. If a User has a Subscription for both the ISIN Service and the UPI Service (or multiple Subscriptions of the same or different User

types), the thresholds apply to each Subscription individually. Note that 'per week' in the table below refers to the calendar week, except for a 12-hour window of downtime every Sunday, as per the 'Availability Hours' defined in the DSB Service Level Policy.

	Maximum number of permitted requests/messages			
	Infrequent User	Standard User	Search-only API Users	Power Users
OTC ISIN Service				
Max Search Returned	5 records per Search	50 records per Search	50 records per Search	500 per Search
Search Requests	N/A	N/A	2,000 per week	100,000 per week
Creation Requests	100 per Invoicing Period	5,000 per Invoicing Period	Not permitted	50,000 per week
Invalid messages via API	N/A	N/A	1,000 per week	1,000 per week
UPI Service				
Max Search Returned	5 records per Search	50 records per Search	50 records per Search	500 per Search
Search Requests	N/A	N/A	250 per week	12,500 per week
Creation Requests	12~~0~~ per Invoicing Period	600 per Invoicing Period	Not permitted	6,000 per week
Invalid messages via API	N/A	N/A	125 per week	125 per week

2.5   Notwithstanding any other provision in this AUP, the Users may not use the DSB Services:

(a)   to threaten, harass or cause distress, annoyance, needless anxiety or discomfort to any other person or entity;

(b)   to breach Applicable Law;

(c)   to carry out any unlawful or fraudulent act;

(d)   to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

(e)   to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or

(f)   to impersonate a person or entity.

2.6   The DSB reserves the right to assess through its own systems and monitoring processes whether the User is using the DSB Services unreasonably and undertaking activities that breach the AUP (including enforcing any limitations on a User) ("**Unfair Usage**").

2.7 In the event the DSB suspects Unfair Usage it shall, subject to paragraph 2.9, assess the severity of the breach and may take the following action:

(a) for a minor breach (for example where the User has breached the AUP no more than once in a rolling three (3) calendar month period without causing a significant operational issue for the DSB Service), the DSB shall communicate such breach to the DSB Management Team and issue a Breach Notice to the User;

(b) for a moderate breach (for example where the User has breached the AUP more than once in a rolling three calendar month period with no visible attempts to the DSB remedy such breach), the User's sessions may be suspended, and messages sent to the DSB Service will be rejected. DSB shall communicate such breach to the DSB Board and DSB Management Team and issue a Breach Notice to the User;

(c) for a severe breach (for example where the DSB Service is put at risk by the User), the User's access to the DSB Service shall be immediately terminated. DSB shall communicate such breach to the DSB Board and DSB Management Team and issue a Breach Notice to the User.

2.8 Users are required to acknowledge and act upon Breach Notices in accordance with the details and timescales stipulated in the Breach Notice.

2.9 Notwithstanding paragraph 2.7 above, the DSB reserves the right to exercise its rights in respect of termination and/or suspension set out in the Agreement for a User engaged in Unfair Usage.

3 THIRD PARTY DATA

3.1 The DSB Service and Data may include third-party services or data (the "**Third Party Data**") from third party providers (each a "**Third Party Provider**"). Third Party Providers may impose additional terms and restrictions on usage, which terms and restrictions may change from time to time (the "**Third Party Terms**"). These Third Party Terms are binding on the User in the same way as any other provision in this Agreement and any breach will be treated as a material breach of this AUP. Third Party Terms may include, inter alia, prohibiting certain types of usage or requiring the User to report its usage to, obtain agreement from, or pay additional fees either through DSB or directly to, the relevant Third Party Provider. Third Party Data and applicable Third Party Terms are set out on the DSB website, which may be updated from time to time. Users agree that the relevant Third Party Provider may have the right to require that DSB restrict, suspend or terminate the User's access and that DSB shall not be liable for any resulting Losses that the User may suffer.

3.2 Each User may access and use Third Party Data contained within the DSB Service solely and exclusively as part of the Data in this Agreement and may not use such Third-Party Data for any purpose other than for the identification of any associated ISIN or UPI. Users who wish to: (a) manipulate, extract or strip-out the Third Party Data from the Data; (b) use the Third Party Data for any purpose other than the identification of any associated ISIN or UPI, or to identify or map non-ISIN identifiers or non-UPI identifiers must, in each case, have in place a direct licence with the relevant third party provider before such use.

3.3 The DSB shall update paragraph 3 from time to time and shall notify the User of any updates in accordance with clause 1.2(b) of the Main Terms. Breach of the Third-Party Data provisions in this document will be treated as a material breach of this AUP.