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## **OVERVIEW OF DATA OWNERSHIP AND PRIVACY**

The Terms of Use set forth below detail how your website traffic and customer data will be collected, used, and shared in connection with your access to the services provided by Semcasting, Inc. The Terms of Use describes your choices and the choices of your website visitors regarding the use, access and correction or deletion of the user information you provide to us. This section summarizes a few key provisions for you in plain English, but the entirety of your rights and responsibilities (and ours) are as spelled out in the body of the Terms of Use

*In simplest terms, your data will remain yours (or your licensors) and you will grant us rights in your data only for the purpose of delivering the services to you as described below and in our applicable documentation.*

Our services provide you with the ability to match data about your web traffic to our compiled consumer and business databases. To provide our services, we need your permission to do things like store, transmit, access and process your data. By agreeing to the Terms, you give us permission to match the data, and this permission extends to our affiliates and trusted third parties we may work with. You are required to place a transparent image tag or script tag on your website. This will allow us to create log files including a user's IP address, time and date, browser type and the referring URL, as well as the current URL and the URL the user requested. These log files are stored in a secure location on our servers and used in our internal analysis of traffic patterns within our website.

We take data protection and ownership very seriously. When you use our services, we commit to act reasonably and use industry standard or better efforts to keep your information secure and maintain the confidentiality of your users in our data warehouse. Your data will be stored in a secured, SOC 1 and SOC2/SSAE 16/ISAE 3402 compliant data center, with protections in place to guard against security risks.

### **Your Responsibilities Regarding Data Ownership and Privacy**

You agree to use our Services and the Matched Data solely for the purposes of your marketing programs; targeting your customers and website clients only. Additionally, you agree to use our services and matched data only as permitted by applicable law, including export control laws and regulations.

Your use of the services and the matched data must comply with our Permitted Uses and Restrictions (Section 2.02) included in this Terms of Use. You must meet our minimum security requirements set forth in Section 2.1(L) and you must include language within your website Privacy Policy that complies with the Digital Advertising Alliance (DAA) guidelines and that supports each user's right to opt-out of data collection. Central to this compliance is your obligation to notify your clients that you collect certain information about them for marketing purposes, how you use that information, and how they may choose to opt out of your data collection process.

An example of language that is required to be added to your Privacy Policy follows. WE ARE NOT YOUR LEGAL COUNSEL, AND DO NOT MAKE ANY REPRESENTATION OR WARRANTY THAT THIS LANGUAGE WILL BE SUFFICIENT FOR YOUR UNIQUE CIRCUMSTANCES. Please check with your attorneys to confirm that your final language meets legal requirements applicable to you:

*“(Example) Privacy and User Consent*

You are providing consent for us to use the traffic on this website to improve our service. Website log analysis and cookies let us anonymously see how this site is being used and to generate an aggregated list of anonymous users who may be contacted for marketing purposes. Log analysis and cookies also allow us to show content which is most relevant to you. You may choose to opt-out of having your traffic information used as part of the web log analysis or any use of cookies which are not essential for the site to run by emailing us at ***[(replace with your contact email) optout@yourorganization.com.]*** The website owner will notify the service provider and your information will be removed from any analysis and marketing that results.”

Help us keep you informed and your data protected. Safeguard your password to the services, and keep your account information current. Don't share your account information or provide others with access to your account without first notifying and securing written acceptance from us that they will adhere to all Terms of Use.

We appreciate your choosing to use the Semcasting services. The complete legal agreement between us follows.

## **TERMS OF USE**

The Semcasting.com website including the related services offered at UDXLeads.Com and SmartTargetLeads.com are referred to collectively and individually as the “**Site**” in this document. Semcasting offers access to and use of the Site on the express condition that You agree to be bound by the Terms of Use (“**Terms**”) set forth in this document. Therefore, please read these Terms carefully before using or obtaining any materials, information, products or services through this Site.

Semcasting, Inc. is a Delaware Corporation (“**Semcasting**,” “we,” “us,” “our”). These terms are a legal agreement between us and the entity or individual which is identified during the subscription process in our online store (“you,” “your” or the “**Client**”).

By completing the subscription process in our online store or by accessing, using or obtaining any content, data, materials, information, products or services through our Site, the user represents and warrants that he or she is over 18 years of age and has the power and authority to bind the Client to these Terms and the Client acknowledges (1) that it has read and understands this Terms, (2) that it agrees to be bound by its terms and conditions, and (3) these Terms constitutes a legally binding agreement. For purposes of this Terms, the “**Effective Date**” shall mean the earlier of the date these Terms are accepted or the date on which you first access or use the Site or any services or materials accessible

thereon. If you do not accept all of these Terms, then you do not have permission to access or use the Site and we make take action to block your access to the Site without notice.

***Semcasting reserves the right to modify these Terms at any time and will do so from time to time. Each modification shall be effective upon its posting to the Site. Your continued use of the Site following any such modification constitutes Your acceptance of any changes to these Terms. It is therefore important that you review the Terms regularly. If you have any questions concerning the Terms please contact Semcasting through the link available at Semcasting.com/support.***

## **SECTION ONE - The Services**

1.1 Services. The Site is a self-service lead generation platform that compares data regarding visits to websites in which you have embedded our tag to our own proprietary databases of potential customer information on a nightly basis and, where a match is made, provides you with daily lists (the “**Matched Data**”) of the entity names, addresses, phone numbers, and emails (to the extent each is available) of the companies, or persons whom we show as matching the website visitor data gathered by the tag (the “**Services**”). In order to use the Site you must and do agree to provide us with access and permission to use your Client Data as defined in Section 2.01 below.

Subject to the provisions of these Terms and during the term of these Terms, Semcasting agrees to provide the Services through the Site and to allow Client to access and use the Services in accordance with the subscription level subscribed to by Client through the online store for the term of the subscription. Semcasting shall use its commercially reasonable efforts to provide the Services, subject to maintenance downtime, outages and delay occurrences. Semcasting shall use its commercially reasonable efforts to diligently and promptly remedy any and all material interruptions in its hosting of the Services or the Site. Semcasting will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the Services or Site. Semcasting does not represent or warrant that the Matched Data will be current, complete, or error free.

1.2 Registration. Your registration may be subject to review by Semcasting. By registering for the Site, you represent and warrant that all registration information that you provide is true, complete, and accurate, and you agree to notify Semcasting promptly of any changes to this registration information. This notification can be affected by editing your user profile on the Site.

As part of the registration and account creation process necessary to obtain access to certain portions of the Site, including those portions that require a fee or payment for access, you will select a username and a password. You will provide the Site with certain registration information, all of which must be accurate, truthful, and up to date. Semcasting reserves the right to deny creation of Your account based on inability to verify the authenticity of Your registration information. You shall immediately notify Semcasting of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or account information. You are fully responsible for all usage and activity on your Site account, including, but not limited to, use of the account by any third party authorized by you to use

your username and password. If the computer system on which you accessed the Service is sold or transferred to another party, You warrant and represent that you will delete all Matched Data, cookies and software files obtained by or through use of the Service. Semcasting reserves the right to terminate your account, in its sole discretion, at any time and for any reason or no reason without notice. Notwithstanding anything else herein, Semcasting reserves the right to pursue any and all claims against any user of your account.

Your password is for your personal use only, and you agree to keep it secret and not to share it with anyone (except as expressly allowed under these Terms). You shall be solely responsible for maintaining the confidentiality of your password. YOU ARE RESPONSIBLE FOR ALL USE, ACTIVITIES, AND CHARGES ASSOCIATED WITH OR ARISING FROM ANY USE OF YOUR PASSWORD, REGARDLESS OF WHETHER YOU AUTHORIZED SUCH USE. YOU MUST PROMPTLY NOTIFY SEMCASTING OF ANY UNAUTHORIZED USE OF YOUR PASSWORD. You acknowledge and agree that Semcasting will not be liable for any loss or damage arising from your failure to comply with these requirements.

1.3 Modifications to Services. Semcasting may modify features and components of the Services from time to time in its discretion. Semcasting will use reasonable efforts to provide at least 90 days' advance notice if it intends to discontinue any material feature or component of the Services (although it may suspend features and components without notice if it reasonably believes such feature presents a security risk or may violate applicable law). If Semcasting removes a feature or component of the Service which materially derogates the functionality of the Service, Client, as its sole and exclusive remedy, may, upon written notice to Semcasting given within forty five (45) days of the removal of the feature or component, terminate its access to and use of the Service and receive a refund of any unused portion of any pre-paid fees.

1.4 Limitations on Rights Granted. Except and only to the extent expressly granted the rights herein, Client shall not, and shall not knowingly allow or permit any non-party to (A) use or reproduce the Site or Services or any portion thereof; (B) disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share the Site or the Services, or otherwise apply any procedure or process to the Site or the Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Site or Services or any algorithm, process, procedure or other information contained in the Site or Services; (C) rent, lease, assign, sublicense, transfer, modify, alter, or time share the Site or Services; (D) use the Matched Data for the purpose of developing, providing or facilitating any service which is competitive, in whole or in part, with the Services or the Site; (E) use the Site, Services or Matched data in violation of any applicable law, regulation, or other governmental order; (F) probe the Site for vulnerabilities or otherwise hack or attempt to violate the security of the Site and Services; (G) use the Site, Services or Matched Data in violation of the restrictions set out in Section 2.2. You agree not to (or to assist or permit any third party to) use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., or to submit Client Data that is false, spoofed, or otherwise not derived from actual arm's length third party traffic to your website. Semcasting reserves the right in its sole discretion to block access to the Site or discontinue Services to offenders, and to investigate and take appropriate legal action against anyone who, in Semcasting' sole discretion, violates these terms, including without limitation, reporting you to law enforcement authorities.

## **SECTION TWO – Matched Data**

2.1 Client Data. “**Client Data**” means the website traffic data our image tag gathers from traffic to your website (but not the selection or arrangement of that data). Subject to the terms and conditions herein, all intellectual property rights in Client Data shall remain with the Client or its licensors. Client agrees that it will abide by all local, state, national, and international laws and regulations applicable to its use of the Site and Services, including, without limitation, all laws regarding the processing, storage and transmission of Client Data in and through the Site and Services. Client hereby grants and agrees to grant to Semcasting, its affiliates and its Trusted Third Parties, a non-exclusive, worldwide license to store, transmit, process and use Client Data for the purpose of performing Semcasting’s obligations and exercising Semcasting’s rights hereunder. “**Trusted Third Parties**” means third parties selected by Semcasting to assist in the provision of the Site and Services, which third parties are bound by written obligations to protect the Client Data which are at least as protective as the obligations pursuant to which Semcasting requires such Third Parties to protect Semcasting’s own Matched Data. These Terms do not address, amend, modify, transfer and/or otherwise impact in any way any pre-existing right, title and/or interest in and to Client Data and Client retains all pre-existing right, title and interest in and to its Client Data.

2.2 Permitted Uses and Restrictions. Client’s use of the Site and Services are expressly subject to the following:

(A) The Services and the Matched Data may be used exclusively for Client’s marketing programs to consumers and businesses, mailing lists, analytics, modeling and list analysis;

(B) Client may not market, sell, lease, rent, resell, incorporate the information in any other database or compilation or provide to any reseller or to any other party (i) the Matched Data or a derivative of the Matched Data, (ii) its own file, as enhanced with the Matched Data, or (iii) any direct marketing list, model, analysis, code or report utilizing or derived from the Matched Data;

(C) All marketing communications used in connection with any list created by or for Client derived from the Matched Data shall:

- (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient’s name and address,
- (ii) comply with all applicable federal and state laws, rules and regulations, and
- (iii) comply with all applicable privacy policies, ethical use and fair information practices as published in the Direct Marketing Association Guidelines for Ethical Business Practice (<https://thedma.org/accountability/ethics-and-compliance/dma-ethical-guidelines/>) as the same may be updated from time to time.

(D) Client may not use the Matched Data as a factor in establishing an individual’s creditworthiness or eligibility for (i) credit or insurance, or (ii) employment;

(E) Client shall not use any Matched Data to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, drug products or services, pornographic materials, weapons, or involving credit repair services;

(F) Matched Data shall not be used in connection with any telemarketing activities;

(G) Client agrees to furnish Semcasting, if requested, two (2) copies of each mail piece, digital ad creative, and/or e-mail using information derived from the Matched Data;

(H) Client may not use the Matched Data, in whole or in part, in the development of any application that is outside the scope of this Terms or any data products or services to be provided to third parties including, without limitation, any list enhancement, data appending service or product, or any other product or service competitive with products or services offered by Semcasting;

(I) Semcasting reserves the right to review and pre-approve the Client's intended use of the Matched Data; and

(J) Client will not remove any copyright, confidentiality or other proprietary markings associated with the Site, Services, or Matched Data.

(K) Semcasting is obligated to comply with certain restrictions and requirements placed upon the use of the Matched Data and Client shall strictly comply with all restrictions and requirements now or hereafter imposed or placed upon the Matched Data by Semcasting and made known to Client through the Site or Services or otherwise in writing.

(L) Client shall use industry standard or better security practices to keep the Matched Data Secure, which shall, in any event, comply with all applicable law and be at least as stringent as the security practices Client implements in regard to the handling and storage of its own highly sensitive data and/or personally identifiable information.

2.3 Consumer Inquiries. Client shall be responsible for accepting and responding to any communication initiated by a consumer ("**Consumer Inquiries**") arising out of Client's use of the Matched Data. Client agrees that it will provide "in house" suppression to consumers, upon request by a consumer, from future marketing initiatives by Client and agrees to honor any such request by suppressing such consumer information from Client's marketing solicitations. Client agrees to notify Semcasting of users who wish to be excluded from the Matched Data. No reference to Semcasting in written or oral communication to a consumer or in scripts used by Client in responding to Consumer Inquiries shall be made without Semcasting's specific prior written approval.

2.4 Suppression Files. The Services and Matched Data are built using industry standard suppressions files, including, but not limited to, the Direct Marketing Association's Mail Preference services, to attempt to reasonably identify individual consumer who have opted out of receiving marketing solicitations. Client agrees to honor each identified consumers' elections not to receive marketing solicitations in any use of the Matched Data. Client acknowledges that Semcasting does not guarantee that the names or e-mails or all such

consumers have been flagged or removed from the Matched Data supplied to Client hereunder and that Client is solely responsible for all emails and marketing solicitations, regardless of whether such emails are sent to recipients included in the Matched Data or otherwise.

### **SECTION THREE - Fees**

3.1 Fees for the Services. Client will pay Semcasting all applicable fees for access to and use of the Services subscribed to by Client via check, credit card or deduction of such fees directly from Client's bank account. Client shall provide Semcasting with all necessary billing information, credit card information or bank account, routing and related information and authorizes Semcasting to bill, charge or deduct automatically all such fees and charges for the subscription period which Client selected during registration (the "**Subscription Period**") in advance on the first day of each such Subscription Period. A payment for the initial period will be due, in advance, upon sign up. Thereafter, Semcasting will invoice Client monthly, in advance, for the charges due for the following month. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that remain unpaid beyond any due dates. In the event of a dispute made in good faith as to the amount of fees, Client agrees to remit payment on any undisputed amount(s); and, the interest shall not accrue as to any disputed amounts unless not paid within thirty (30) calendar days after said dispute has been resolved by both parties. You agree to Semcasting storing your payment information with our third-party payment processor ("TPPP"). In addition to agreeing to the Terms contained herein, you agree to abide by all Terms of Service associated with providing payment information to the TPPP. The payment information you will provide to the TPPP may include both your credit card and your bank account information. Depending on where you transact with us, the type of payment method used and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices, including because of exchange rates.

3.2 Automatic Renewal of Subscription Period. UNLESS CLIENT CANCELS OR SETS THE SUBSCRIPTION AUTO RENEWAL PREFERENCE TO "OFF" IN ITS ONLINE ACCOUNT PRIOR TO THE END OF ITS EXISTING SUBSCRIPTION PERIOD, CLIENT'S PAID SUBSCRIPTION WILL AUTOMATICALLY RENEW, AND CLIENT AUTHORIZES SEMCASTING (WITHOUT NOTICE) TO COLLECT THE THEN-APPLICABLE FEE AND ANY TAXES FOR THE NEXT SUBSCRIPTION PERIOD, USING THE CREDIT CARD OR BILLING CREDENTIALS THAT CLIENT PROVIDED WITH RESPECT TO THE PREVIOUS SUBSCRIPTION PERIOD. Subscription fees and features may change over time. Client's Subscription Period will be renewed at the level of Services that Semcasting, in its sole discretion, identifies as being closest to the Services previously subscribed to by Client.

3.3 Taxes. Client shall pay, indemnify and hold Semcasting harmless from (a) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Semcasting's income; and (b) all government permit fees, customs fees and similar fees which Semcasting may incur with respect to this Terms. Such taxes, fees and duties paid by Client shall not be considered a part of, a deduction from, or an offset against, payments due to Semcasting hereunder.

3.4 Cancellation and Refund Policy. If you registered to use any of the Services and wish to cancel, you must do so by selecting “Unsubscribe” from the user payment settings on the Site. If you have already been charged for a term of a subscription Service, when you cancel, you will continue to have access to that subscription until the term of that subscription has run out. The following term you will not be charged.

Semcasting does not offer refunds on any fees and charges related to any Services – including partially used subscription terms. ALL SALES ARE FINAL. Also, please note that all of your access to certain Services may be limited immediately after you terminate any Services, so make sure you backup all Client Data if you do not want to lose access. We do not offer refunds for lack of usage or dissatisfaction.

#### ***SECTION FOUR – Term and Termination***

4.1 Subscription Period. Client’s use of access to the Services shall continue for as long as Client has paid for an active subscription to the Services and only as long as Client and its agents and employees use the Services in compliance with these Terms.

4.2 Suspension of Services. Semcasting reserves the right to suspend Client’s access to or use of any portion or all of the Site, Matched Data or Services if Semcasting believes that: (a) Client’s use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact the Services or access to the Services by third parties, (iii) could subject Semcasting, its affiliates, or any third party to liability, or (iv) could be in violation of applicable law; (b) Client is in breach of these Terms; (c) Client is in breach of its payment obligations; or (d) Client has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

4.3 Early Termination. Semcasting reserves the right to terminate all or any part of the Service at any time, for any reason, or for no reason, at the end of the then current calendar month by providing you with notice of our intent to terminate the Services, or a portion thereof, at least 2 business days in advance of the month end. If we terminate all of the Service, we will refund you, as your sole and exclusive remedy, any pre-paid fees which have not yet been consumed. If we terminate a portion of the Service, you may, as your sole and exclusive remedy, upon written notice to Semcasting given within forty-five (45) days of the deprecation of the Service, terminate your access to and use of the Service and receive a refund of any unused portion of any pre-paid fees.

4.4 Termination for Breach or Insolvency. Without prejudice to Semcasting’s other rights and remedies, Semcasting shall have the right to terminate these Terms and the licenses granted hereunder immediately if (a) Client breaches any of the material terms and if such breach is capable of cure, fails to cure such breach within thirty (30) days of receipt of notice from Semcasting, or (b) Client becomes or is declared insolvent or bankrupt, is subject to any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or admits in writing its inability to pay its debts when due.

4.5 Effect of Termination. Upon cancellation, suspension or termination, all licenses granted

to Client hereunder shall terminate and all rights to use or access the Site, Services and Matched Data shall cease. Client shall return to Semcasting or shall destroy and have an executive officer certify in writing to Semcasting the destruction of, all Confidential Information of Semcasting in Client's possession. Notwithstanding the foregoing, Client may maintain one copy of the Matched Data for archival and legal compliance purposes, provided that Client makes no further use of such Matched Data for any marketing or purpose other than legal compliance. Semcasting will hold the Client Data for a period of thirty (30) days following termination. After the end of such period, Semcasting may delete the Client Data. Client is solely responsible for backing up all of its Client Data and Confidential Information.

## ***SECTION FIVE – Intellectual Property and Confidentiality.***

5.1 Intellectual Property. Client acknowledges that the Site, Services and Matched Data and all content contained therein, including, but not limited to, text, works of authorship, software, music, sound, photographs, video, graphics, and third party materials and advertisements, but excluding Client Data (collectively, "**Content**") is proprietary to Semcasting and its licensors, and Semcasting and its licensors retain exclusive ownership of the same throughout the world, including all related copyrights, trademarks, service marks, patents, trade secrets or other intellectual property and proprietary rights thereto. Except for the limited rights expressly granted to Client under these Terms, Semcasting and its licensors retain all right, title or interest in and to the Content, including, without limitation, the Site, Services, and Matched Data. The Content is licensed and not sold. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights of Semcasting, whether by estoppel, implication or otherwise. Client acknowledges and agrees that any feedback, ideas, enhancements, improvements, additions or modifications to the Services, suggested by it, and any and all intellectual property rights contained therein, will become Semcasting's property, and Client hereby assigns and agrees to assign any and all right, title and interest to any rights in such suggestions to Semcasting. Client hereby agrees to abide by the applicable laws of the United States and other nations, and any applicable international treaties.

Neither these Terms nor your use of the Site grant you any right to use any trademark or service-mark accessed on or through the Site. By making a query on the Site, you agree that we can store the query in log files, and use it to generate the results given back to you. You also agree that we may use your queries to evaluate and enhance performance of the Site and the Services and to analyze usage patterns.

You will not have ownership rights to any type of data or information obtained through the Site or any other Services, including the Matched Data. The Site, including but not limited to text, content, and data, is protected by copyrights, trade secret law, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The selection and arrangement of the Matched Data is protected by copyright. The Matched Data is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. You agree to abide by all additional copyright notices or restrictions contained in the Matched Data. You acknowledge that the Matched Data has been developed, compiled, prepared, revised, selected and arranged by Semcasting through the application of methods and standards of judgment developed and applied

through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of Semcasting.

**5.2 Confidential Information.** The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation, in the case of Semcasting, all or parts of its proprietary database of client data and information used to create the Matched Data and other information available through the Sites and Services and the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the “**Confidential Information**”) all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party’s obligations under this section or by breach of a third party’s confidentiality obligations; (iii) can be shown by contemporaneous written evidence to have been known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party’s confidentiality obligations; or (iv) is independently developed by the receiving party without access to or use of the Confidential Information of the disclosing party.

As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party’s Confidential Information; (ii) not use the disclosing party’s Confidential Information in any fashion except to perform its duties and exercise its rights hereunder or with the disclosing party’s express prior written consent; (iii) disclose the disclosing party’s Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party’s internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in these Terms; and (v) take reasonable precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information of the disclosing party as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information of the disclosing party of which it becomes aware. The receiving party shall reasonably cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure.

**5.3 Aggregated Data Right.** The Site and Services, in the normal course of operations, provides Semcasting with aggregated, statistical data (such as product or feature usage and functionality metrics), which is anonymized and aggregated with other such anonymized data so that it does not and cannot contain any information identifiable or attributable to any individual or client, either alone or in combination with other data (“**Aggregated Anonymous Data**”). To the extent that any Aggregated Anonymous Data is collected by Semcasting, Client agrees that Semcasting may use, store, analyze, and disclose such Aggregated Anonymous Data for any lawful business purpose without a duty of accounting to Client.

**5.4 Destructive Mechanisms.** Each party agrees that it will not introduce into, and will

maintain industry standard security mechanisms to prevent the introduction into, the Site, Services or Client Data any virus, “Trojan horse” or other mechanism intended to cause the destruction, loss, interception or alteration of Client Data or the Site by unauthorized means and/or persons. Each party shall use commercially reasonable efforts, consistent with industry standards, to provide security measures (such as password protections and encryption) and maintain such other safeguards as are reasonably intended to prevent the destruction, loss, interception, or alteration of Client Data, Matched Data, the Site or Services by unauthorized persons. The parties expressly recognize that, although Semcasting shall take such reasonable steps, or cause such reasonable steps to be taken to prevent security breaches, it is impossible to maintain flawless security. Except with respect to Semcasting’s express obligations herein, Client is solely responsible for, and Semcasting hereby disclaims, any liability for any damage caused by unauthorized destruction, loss, interception, or alteration of the Client Data by unauthorized persons.

## ***SECTION SIX - Warranties; Limitation of Liability and Indemnification.***

6.1 Client Warranties. Client represents and warrants that: (i) Client has the full power and authority to execute, deliver and perform these Terms; (ii) these terms are valid, binding and enforceable against Client and no provision requiring Client’s performance is in conflict with its obligations under any constitutional document, charter or any other agreement (of whatever form or subject) to which Client is a party or by which it is bound; (iii) Client is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which Client’s business make such authorization necessary or required; (iv) Client enters into these Terms and will only use the Site, Services and Matched Data in the course of its own business, trade or profession and not as a consumer (nor for any personal, household or domestic purposes).

6.2 Limited Warranties. THE SITE AND SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER. SEMCASTING DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO CLIENT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SEMCASTING OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SEMCASTING’S OBLIGATIONS AND CLIENT REPRESENTS AND WARRANTS THAT CLIENT HAS NOT RELIED ON ANY SUCH INFORMATION IN MAKING A DETERMINATION TO ENTER INTO THESE TERMS. SEMCASTING FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION FOUND ON OUR SITE OR DERIVED THROUGH THE USE OF OUR SERVICES, INCLUDING, WITHOUT LIMITATION, THE MATCHED DATA.

6.3 Indemnification. Client agrees to indemnify, defend, and hold harmless Semcasting, its officers, employees and agents from and against any loss, liability, damage, penalty or expense (including attorneys’ fees, expert witness fees and cost of defense) they may suffer or incur as a result of (a) any failure by Client or any employee, agent or affiliate of Client to comply with these Terms; (b) any warranty or representation made by Client or its

subcontractors, agents or employees being false or misleading; (c) negligence or intentional misconduct of Client or its subcontractors, agents or employees; or (d) any representation or warranty made by Client or any employee or agent of Client to any third person.

6.4 LIMITATION OF LIABILITY. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH BY THE CLIENT OF THE LICENSES GRANTED HEREUNDER, INCLUDING WITHOUT LIMITATION, INFRINGEMENT OR MISUSE OF THE MATCHED DATA, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SITE, THE MATCHED DATA OR THE SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SEMCASTING'S TOTAL LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THESE TERMS, THE SITE, THE SERVICES, AND/OR THE MATCHED DATA EXCEED THE ACTUAL AMOUNTS PAID BY CLIENT TO SEMCASTING FOR SERVICES UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER FOR: FRAUD OR FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

To the maximum extent permitted under law, you agree that we are not liable for any loss or damage of any kind resulting from the use, inability to use, performance or nonperformance of the Site or Services or any content, information or data accessed on or through the Site. You understand and agree that Semcasting makes no representation, warranty or condition that: (a) the Site or Services will be uninterrupted, timely, secure, reliable, accurate or error-free; (b) the Site or Services will meet your requirements; (c) the Site or Services will meet your expectations, be suitable for any purpose, or be accurate, complete, reliable, current, timely, adequate, or error-free. Semcasting disclaims all liability for the use or interpretation of data obtained from the Site. Data obtained through the Site may be delayed, inaccurate or contain errors or omissions, and Semcasting will have no liability with respect thereto.

## ***SECTION SEVEN – General.***

7.1 Non-Solicitation. During the Subscription Period and for the twelve (12) month period following the termination of these Terms, Client shall not, without the express prior, written consent of a duly authorized representative of Semcasting, directly or indirectly, either for itself or any other person or entity, solicit or induce or attempt to solicit or induce to leave

the employ of Semcasting any employee, provided that Client shall not be prohibited from: (a) employing any such person who contacts Client on his or her own initiative without any direct solicitation by or on behalf of Client, and (b) conducting generalized solicitation for employees, not specifically targeted at Semcasting's employees, through the use of media advertisements, professional search firms or otherwise.

7.2 Publicity. Client hereby grants Semcasting permission to use Client's name in its marketing materials including, but not limited to use on Semcasting's website, customer listings, in interviews and press releases.

7.3 Notices. Semcasting may provide notices to Client by: (a) posting a notice on [www.semcasting.com](http://www.semcasting.com); or (b) sending a message to the email address then associated with Client's account. Notices provided by posting on the [www.semcasting.com](http://www.semcasting.com) will be effective upon posting and notices provided by email will be effective when the email is sent. It is Client's responsibility to keep its email address current. Client will be deemed to have received any email sent to the email address then associated with its account on the date the email is sent, whether or not Client actually receives the email. Client may provide notices to Semcasting by emailing [agreements@semcasting.com](mailto:agreements@semcasting.com).

7.4 No Assignment. This Terms may not be assumed from or assigned by Client (including through a change of control) without the prior written consent of Semcasting.

7.5 Privacy. Your use of our Site and Services is subject to our Privacy Policy. You represent and warrant that have read that privacy policy and it is reasonable and acceptable to you. Your acceptance of these Terms is also your consent to the information practices in our privacy policy.

7.6 Entire Terms. This Terms represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements concerning such matters. The invalidity, illegality or unenforceability of any provision of this Terms shall not affect the other provisions hereof, which shall remain in effect. Use of any purchase order or other Client document in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect. This Terms may be signed in multiple counterparts and may deemed executed and delivered by electronic delivery of copies of manually executed signatures.

7.7 Governing Law. This Terms and any disputes relating hereto shall be governed by and construed in accordance with the internal substantive and procedural laws of the Commonwealth of Massachusetts, without regard to any conflicts of laws principles. The parties consent to the exclusive personal and substantive jurisdiction of the federal and state courts sitting in the Commonwealth of Massachusetts with respect to the resolution of any disputes relating to this Terms, and agree not to commence any suit, action or other proceeding arising under, relating to or based upon this Terms except in such courts. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT.

7.8. No Unlawful or Prohibited Use. The Site is based in the United States. We make no claims concerning whether the Site or Matched Data may be downloaded, viewed, or be

appropriate for use outside of the United States. If you access the Site and/or the Site or Matched Data from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export the Matched Data or to provide access to the Site to countries or persons prohibited under the export control laws. By accessing the Site or Matched Data, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Site or Matched Data.

7.9 Compliance with Regulatory Inquiries. You are solely responsible for compliance with laws, regulations and policies in connection with your use of the Site and Matched Data. In the event that You receive non-routine notice or inquiry or investigation or request for information from any governmental authority or agency or any self-regulatory organization relating to the Site or any Matched Data, You shall immediately notify Semcasting in writing except to the extent prohibited by law, regulation or legal process. Further, you shall keep Semcasting informed of any material developments concerning the matter except to the extent prohibited by law, regulation or legal process.

7.10 Third Parties. The Site displays links to other websites and content, information and data obtained from other websites. You agree that we are not responsible or liable for any actions or inactions of other websites. You understand that we use third-party vendors to provide necessary hardware, software, networking, storage, and related technology to run the Site and to provide the Services. You agree and acknowledge that we are not responsible in any manner whatsoever for any actions or inactions of such third-parties. You further understand that third-party vendors provide us with data and services that we share on the Site and as part of the Matched Data and Services and unless expressly agreed by Semcasting in writing, we do not take any responsibility for any third-party provided data and services.

**[END OF TERMS OF USE]**