

SECURE HALO TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY

The Secure Halo Platform and the information accessible through the Platform (as defined below) being made available to Subscriber (as hereinafter defined) are owned and operated by Tailored Solutions and Consulting, Inc. (“**TSC**”). By using the Platform, User agrees to follow and be bound by these Terms of Service (collectively, the “**Terms of Service**”). Subscriber and TSC are hereinafter referred to individually as a “**Party**” and collectively, as the “**Parties**”.

1. **Grant of Access.** Subject to the terms and conditions hereof, TSC hereby grants to Subscriber and Subscriber’s authorized Users (as hereinafter defined), during the Term hereof (as hereinafter defined), a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Platform and the Content solely for the Authorized Uses, as defined below. Any rights not expressly granted herein are reserved by TSC.

2. **Definitions.** As used in these Terms of Service:

(a) “**Account**” means the account created by a User in accordance with the registration requirements described in these Terms of Service.

(b) “**Affiliates**” means the entities controlling, controlled by, or under common control with a Party hereto.

(c) “**Authorized Uses**” has meaning given in Section 3.

(d) “**Content**” means all of the Products and all other content provided by TSC on, by, and through the Platform, as well as all portions thereof and information, records, fields and data contained therein.

(e) “**Platform**” means the Secure Halo website, available at <https://www.mysecurehalo.com>, and the webpages and Products made available at the Secure Halo website.

(f) “**Portfolio Subscription**” means a tier of service offered through Secure Halo allowing for the aggregation of results and the management of assessment delivery to multiple organizations described generally as a portfolio.

(g) “**Product**” or “**Products**” means the reports, assessments, research, analyses and any other products or services that TSC provides through the Platform, together with the Platform itself.

(h) “**Subscriber**” means the subscriber named in the Subscription Agreement pursuant to which User has been granted access to the Platform and the Content by TSC.

(i) “**Subscription Agreement**” means that certain subscription agreement entered into by and between TSC and Subscriber.

(j) “**Term**” means the term of these Terms of Service, in accordance with the section titled “Term and Termination.”

(k) “**User**” refers to Subscriber and any person or entity who is authorized to use Subscriber’s account, and to access and use the Platform and the Content.

(l) “**User Content**” means all information, data and content that a User submits, publishes or displays on the Platform or to TSC, including information submitted pursuant to Section 3(b).

3. Authorized Use. Subject to the terms and conditions set forth in the Subscriber Agreement and these Terms of Service, TSC grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicenseable right to access and use the Platform and the Content for the purposes set forth below (the “*Authorized Uses*”):

(a) User may use Content for its internal, bona fide business purposes in evaluating cyber risks;

(b) User may use Content for its internal, bona fide business purposes in evaluating prospective insureds seeking insurance policies providing coverage for cyber risks;

(c) User may provide information to complete pre-binding assessments, which information will be processed by TSC and made available to other Users for evaluation as described in Section 3(b) above;

(d) If User purchases a Portfolio Subscription, User shall have the right to review reports, scores, and other data collected from the organizational assessments of other Users in their portfolio (e.g., vendors, service providers, contractors, etc.) and

(e) User may share Content with its Affiliates for the Authorized Use described in Section 3(a) above, provided that such Content is made available only to those of its employees, officers, directors or agents (“*Representatives*”) who have a legitimate need to access the Content in connection with the Authorized Uses and who have executed appropriate written agreements requiring them to keep such Content confidential under terms and conditions no less stringent than those set forth herein. Subscriber shall be responsible for any breach of these Terms by its Users and/or any of its Representatives.

4. Restrictions. The following restrictions apply to all use of the Platform:

(a) User shall have no right to sell, resell, license, sublicense, transfer or otherwise make available to any other person or entity the Content or any portion thereof; provided that Users who purchase a Portfolio Subscription shall have a right to provide access to the Platform and the Content to organizations within their portfolio in accordance with the Subscription Agreement and these Terms.

(b) User agrees not to post, use, or store Content or any portion thereof on any website or shared directory, or in any networked computer environment where Content may be accessed by individual who is not an authorized User under these Terms of Service.

(c) User agrees not to copy, distribute, display, disseminate, or otherwise reproduce Content or any information or content about, related to, or derived from the Content (including but not limited to the Platform content, design, text, graphics and interfaces) without receiving TSC’s prior written permission.

(d) User agrees not to make any illegal or unauthorized use of the Content or any portion thereof. User understands and agrees that User is solely responsible, at User’s own expense, for complying with any restrictions and requirements created by all applicable laws, rules and regulations. User may use the Content only for the Authorized Uses and not for any other purpose.

(e) User shall not engage in any form of scraping, data extraction or data mining with respect to Content or the Platform (including but not limited to the Platform content, design, text, graphics and interfaces), or encourage others to do so.

(f) The trademarks displayed on the Platform or Content are registered and unregistered trademarks of TSC or are licensed to TSC by a third party and may not be used in violation of applicable rights. Nothing contained in the Subscription Agreement, on the Platform or in these Terms of Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed

on the Platform without the prior written permission of the applicable rights holder. Additionally, User agrees not to use TSC's trade dress, or copy the look and feel of the Platform or its design.

(g) User may not make any public announcements, press releases, advertising, marketing, promotional or other materials (whether in print, electronically or otherwise) that display or use any name, mark, logo or brand of TSC without the prior written consent of TSC.

(h) User agrees not to use the Content in any commercial product or service, without TSC's express prior written consent.

(i) User agrees not to use the Content to establish, advance, or otherwise add to a business, service, or other venture (whether for profit or not for profit) that competes in any way with the business of, or services or Content offered by, TSC.

(j) User agrees not to use the Content to infringe the intellectual property rights of others in any way.

(k) User may not (and may not authorize any other party to) co-brand or frame the Content, without the express prior written permission of an authorized representative of TSC. For purposes of these Terms of Service, "co-branding" means to display, whether by hyperlink or otherwise, a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give the impression that such other party has the right to display, publish, or distribute the Platform or Content. User agrees to cooperate with TSC in causing any unauthorized co-branding or framing immediately to cease.

(l) User shall not use the Content for any illegal purposes. User agrees not to use the Content to (i) send any unsolicited promotional or advertising material, spam or similar materials or any volume messages; (ii) transmit through or post on the Content any unlawful, immoral, libelous, tortious, infringing, or defamatory material; (iii) transmit material containing software viruses or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of any Content; (v) attempt to gain unauthorized access to the Platform or to any computer systems or networks related to the Platform; or (vi) harass or interfere with any other authorized user's use and enjoyment of the Content.

(m) Upon termination or expiration of the Subscription, (i) User must cease all use of the Service, and (ii) access to the Platform, including any reports, assessments, research, analyses and any other products or services that TSC provides through the Platform, shall be terminated.

5. Revocation of Consent. TSC shall have the right, in its sole discretion, to revoke its consent for any User to access and use the Platform, the Content, or any other permission granted to a User under these Terms of Service, at any time. In the event of such revocation, User agrees to immediately cease reference to and use of the Platform and Content, even if it could cause a loss to User.

6. Access to the Platform. TSC reserves the right to modify or discontinue any Products or Content, as well as access to the Platform, with or without notice to any User. User acknowledges and accepts that TSC does not guarantee continuous uninterrupted service or access to the Platform or Products, and operation of the Platform or Products may be interfered with or adversely affected by numerous factors or circumstances outside of TSC's control. Without limiting the disclaimer of warranties set forth in these Terms of Service, all of the information in the Platform, whether historical in nature or forward-looking, is intended to speak only as of the date the information is posted on the Platform, and TSC does not undertake any obligation to update such information after it is posted or to remove such information from the Platform if it is not, or is no longer, accurate or complete.

7. User Names and Passwords. When opening an account to use or access Content, User must provide complete and accurate information as requested. User will initially be assigned a user name and password to gain access to Content. Subscriber may enroll up to the number of authorized Subscriber employees

set forth in the Subscription Agreement, all of whom shall be at least 18 years of age or older (“**Authorized Personnel**”). Each Authorized Personnel shall be asked to provide an email address approved by Subscriber and to generate a unique user name and password. Subscriber and its Authorized Personnel are responsible for maintaining the confidentiality of all user names and passwords. No unauthorized person is permitted to use any other person’s user name or password at any time. User agrees to notify TSC immediately of any unauthorized use of User’s account, user name, or password. TSC shall not be liable for any losses User incurs as a result of unauthorized use of User or account or password information. User may be held liable for any losses incurred by TSC, its affiliates, officers, directors, employees, consultants, agents and representatives due to unauthorized use of User’s account or password information.

8. Representations and Warranties. User represents and warrants that:

(a) User has the right, authority and capacity to agree to and abide by these Terms of Service, and will use the Platform and Content in a manner consistent with any and all applicable laws and regulations. User is not in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over these Terms of Service, TSC or User.

(b) User’s agreement to and performance under these Terms of Service will not (i) conflict with the terms of any other agreement or instrument to which it is or become a party or by which User is or will become bound, or (ii) obligate User to violate or breach any obligations with a third party, including obligations of confidentiality.

(c) User will provide TSC with accurate and truthful information including, but not limited to, personal information, payment information, and other information that TSC deems necessary to provide User with access to Content. User owns or is authorized to use all rights to the User Content to which User submits to or through the Platform or to TSC.

(d) User Content. By posting or otherwise submitting or transmitting User Content to TSC or the Platform, User acknowledges and agrees that it is solely responsible for the form, content and accuracy of any User Content. TSC does not represent or guarantee the truthfulness, accuracy, or reliability of any User Content, derivative works from User Content, or any other materials posted by Users. TSC is not responsible for maintaining any User Content that a User provides to TSC, and TSC may delete or destroy any such User Content at any time. User represents and warrants that it has obtained all necessary permissions to use, provide, store and process User Content under this Agreement and grants TSC and TSC’s service providers permission to use, provide, store and process User Content in accordance with the terms set forth herein, in the Subscription Agreement and in any Addenda or other written agreements executed between the Parties. Some User Content may be subject to governmental regulation that may require security measures beyond those specified herein. User will not input or provide such User Content unless TSC has first agreed in writing to implement additional required security measures.

9. License to Use User Content.

(a) Subject only to Section 10(b), User grants to TSC a royalty-free, non-exclusive, transferable, irrevocable right and worldwide license to use, license, sublicense, sell, resell, copy, reproduce, modify, adapt, publish, translate, display and distribute the User Content, and to prepare derivative works of, or incorporate into other works such User Content in connection with the development of Content or the Platform. This license shall survive in perpetuity and shall not be negated by any termination of these Terms of Service.

(b) TSC may use and disclose User Content in aggregate and anonymized form in connection with its support, development, marketing and other business activities; provided that TSC shall not associate any of such information with User.

(c) Subject to the limitations set forth in Section 3, User grants to other Users the rights necessary to engage in Authorized Uses.

10. Confidentiality of Information.

(a) Definition of Confidential Information. The term “**Confidential Information**” shall mean any and all confidential and/or proprietary materials, information, data, knowledge, or know-how of TSC. By way of illustration but not limitation, “Confidential Information” includes (i) all Content, including information submitted by any User; (ii) any information or content about, related to, or derived from Content (including but not limited to the Platform content, design, text, graphics and interfaces); (iii) patents (including applications therefore), trademarks, copyrights, trade secrets, products, services, contemplated products and/or services, developments, inventions, engineering, research, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques, marketing, merchandising, sales information, customer lists, business forecasts (hereinafter collectively referred to as “**Inventions**”); (iv) information regarding plans for research, development, current, future and proposed products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (v) compilations of material that reflect Confidential Information; and (vi) any information that TSC has received from others that may be made known to User and that TSC is obligated to treat as confidential or proprietary. Confidential Information may be disclosed either in writing or orally, and need not be designated as “Confidential Information” at the time of disclosure.

(b) Nondisclosure; Recognition of TSC’s Rights. At all times during User’s use of the Platform and thereafter, User agrees to hold in strictest confidence and shall not disclose, distribute, display, use, reproduce, publish or disseminate in any way TSC’s Confidential Information except as expressly permitted by these Terms of Service or unless an officer of TSC expressly authorizes such disclosure, use or publication in advance in writing. User shall require all of its employees, independent contractors and affiliates to whom such Confidential Information may be disclosed to take reasonable security measures and use best efforts to preserve and protect the security of and to avoid disclosure or use of the Confidential Information. User shall immediately notify TSC in writing of any unauthorized use, misappropriation, or disclosure by any person of any Confidential Information which may come to its attention. User shall assist TSC in remedying any the unauthorized use or disclosure of the Confidential Information. User hereby assigns to TSC any rights it may have or acquire in the Confidential Information and recognizes that all Confidential Information shall be the sole property of TSC. These nondisclosure requirements shall not be interpreted to limit any Authorized Use of Content under these Terms of Service or any law or regulation.

(c) No Rights Granted. Nothing herein contained or the termination hereof shall be construed as creating, granting, conveying, transferring, or conferring any rights, license, or authority on User, whether express or implied, to TSC’s Confidential Information, with the sole exception of the express rights to access and use the Content in accordance with the terms and conditions of these Terms of Service.

11. Intellectual Property. The Platform is owned and operated by TSC. The Content is protected by copyright and other intellectual property laws. All right, title and interest in and to Content is owned either by TSC or by its third-party authors, developers or vendors (“Third Party Providers”). TSC shall retain all copyright and other intellectual property rights in and to all information in Content. TSC shall have the right to remove or replace any information in Content at any time.

12. Privacy and Cookies. All User Content will be processed in accordance with the TSC Privacy Notice, available at <https://tscadvantage.com/privacy-policy/>, which is hereby incorporated into these Terms of Service by this reference. By using the Platform and/or accessing any Content, User agrees to be bound by the terms of the TSC Privacy Notice.

(a) By using the Content, User acknowledges and agrees that the Content meets User’s requirements and processing instructions.

(b) Upon request by either Party, TSC, Subscriber or their Affiliates will enter into such additional agreements as are required by applicable law for the protection of personal data, including User Content. Any such additional agreements will be subject to these Terms of Service and the Subscriber Agreement.

(c) The Platform uses cookies. You can find out more about cookies and how to control them in our Cookie Notice <https://tscadvantage.com/privacy-policy/cookies/>. By using the Platform, you consent to the use of cookies for the purposes described in our Cookie Notice <https://tscadvantage.com/privacy-policy/cookies/>.

13. Data Security, Retention and Content Availability.

(a) User Obligations: User shall

i. not allow anyone else to have or use your password details;
ii. comply with all reasonable instructions TSC may issue regarding account access and security. In the event that User shares their login and password details, TSC will not be liable to User for losses or damages;

iii. Keep all User Content current. We may be unable to respond to User if User contacts us from an address, telephone number or email account that is not registered with TSC through the Platform or through such other method approved by TSC in writing; and

iv. Take all reasonable steps to protect the security of the device through which User accesses the Content (including, but not limited to using a personally configured, password-protected device to access the Content).

(b) TSC Obligations: TSC directly, or through its third-party sub-processors, uses commercially reasonable measures, including physical, administrative and technical safeguards, designed to protect personal data from unauthorized access, use, alteration, destruction and disclosure. Except as set forth herein, TSC makes no guarantees regarding the security or availability of the Content.

(c) Except as specified in an Addendum to the Subscriber Agreement or any other subsequent written agreement executed by authorized representatives of TSC and Subscriber, TSC will treat User Content as confidential by not disclosing User Content other than to TSC employees and sub-processors as necessary to deliver and manage the Content.

(d) The Platform is monitored for security breaches in accordance with the hosting agreement. TSC will immediately investigate unauthorized access and unauthorized use of Content of which TSC becomes aware and will determine and execute an appropriate response plan. In the event of a data breach, TSC will comply with applicable data breach notification laws and will take such action as it deems appropriate in connection with the breach, including but not limited to a “lock-down” of Content until the issue is resolved. If a User has reason to believe that Platform security has been breached, User shall contact TSC immediately by email for assistance. If TSC’s technical staff finds that any activities of User pose a threat to the security or proper technical operation of Content, then, subject to applicable law, TSC reserves the right to take all remedial action it deems appropriate. If technical staff suspects unauthorized use of any user name or password, TSC may temporarily disable access under such user name or password in order to preserve system security on Content. In all such cases, TSC will promptly contact the User. If User Content is lost or damaged, TSC will assist User in restoring it to the Platform.

(e) TSC uses certain sub-processors to deliver the Content. A list of sub-processors is available to User upon request.

(f) The Content may become unavailable for reasons beyond TSC’s control. TSC makes no representations or warranties concerning minimum availability of the Content, maintenance interruptions, or any other service disruptions occurring on Content.

(g) TSC will return or destroy all User Content within thirty (30) days after the expiration or earlier termination of the Subscription Agreement, except as may be required by law to fulfill TSC’s reporting and record keeping obligations. TSC may charge for certain activities performed at User’s request (such as returning User Content in a specific format).

14. Term and Termination.

(a) TSC, in its sole discretion, may terminate, delete, or suspend any User's Account and terminate, restrict or suspend a User's access to the Platform and the Content at any time, for any reason or no reason.

(b) The subscriptions and rights granted herein shall terminate automatically upon any termination of User's rights to access the Platform.

15. Subscriptions and Payments

(a) Single Organizational Assessment: Single Payment

Once your order is processed, service begins immediately, and you can invite team members and delegate access. You'll be charged the one-time rate stated at the time of purchase as one lump sum, plus applicable taxes. You can purchase additional assessments at any time. Added assessments are priced at the rates available at the time of purchase. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable and your service will continue until the end of your contracted term. Cancellations can be made any time by contacting Customer Support.

(b) Annual Organizational Subscription: Paid Annually

Once your order is processed, service begins immediately, and you can invite team members and delegate access. You'll be charged the annual rate stated at the time of purchase as one lump sum, plus applicable taxes. Team Admins can purchase additional licenses at any time. All subscriptions will renew automatically, on your annual contract renewal date, until you cancel. Renewal rates are subject to change, but you will be notified of any change in your rate with the option to cancel in accordance with these terms. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable and your service will continue until the end of your contracted term. Cancellations can be made any time by contacting Customer Support.

(c) Annual Portfolio Subscription: Paid Annually

Once your order is processed, service begins immediately, and you can invite team members and delegate access. You'll be charged the annual rate stated at the time of purchase as one lump sum, plus applicable taxes. Team Admins can purchase additional assessments and organizations at any time. Added assessments and organizations are priced at the rates available at the time of purchase and prorated based on the days remaining in your annual contract. All subscriptions will co-terminate and renew automatically, on your annual contract renewal date, until you cancel. Renewal rates are subject to change, but you will be notified of any change in your rate with the option to cancel in accordance with these terms. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable and your service will continue until the end of your contracted term. Cancellations can be made any time by contacting Customer Support.

(d) Multi-year Portfolio Subscription: Paid Annually

Service begins as soon as your payment is processed. You'll be charged annually the rate stated at the time of purchase, plus applicable taxes. Depending on the offering you purchase, your contract will renew automatically on that renewal date until you cancel. Renewal rates are subject to change, but you will be notified of any change

in your rate with the option to cancel in accordance with these terms. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable and your service will continue until the end of your contracted term. Cancellations can be made any time by contacting Customer Support.

16. DISCLAIMERS.

(a) TSC CANNOT AND DOES NOT GUARANTEE (I) THAT CONTENT WILL BE COMPLETE, ACCURATE, OR CURRENT, OR (II) THAT USER WILL ACHIEVE ANY PARTICULAR BUSINESS RESULTS FROM ITS USE OF CONTENT. TSC IS NOT UNDERTAKING TO ASSESS ANY PROSPECTIVE INSURED FOR ANY USER, OR TO PROVIDE SPECIFIC ADVICE TO ANY USER WITH RESPECT TO ANY UNDERWRITING DECISIONS. USER IS SOLELY RESPONSIBLE FOR ALL USES IT MAKES OF CONTENT, INCLUDING, WITHOUT LIMITATION, ANY BUSINESS DECISION IT MAKES BASED THEREON.

(b) THE CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS. TO THE FULLEST EXTENT PERMITTED BY LAW, TSC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND REGARDING THE PLATFORM AND THE CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

17. LIMITATION OF LIABILITY. IN NO EVENT SHALL TSC, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), UNDER ANY LEGAL THEORY OR DOCTRINE, WHETHER ARISING IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PLATFORM OR THE CONTENT, EVEN IF TSC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TSC'S TOTAL AGGREGATE LIABILITY UNDER THE SUBSCRIPTION AGREEMENT AND THESE TERMS OF SERVICE SHALL NOT EXCEED THE LESSER OF (I) USD \$1,000.00; OR (II) THE TOTAL SUBSCRIPTION FEES PAID BY SUBSCRIBER PURSUANT TO THE SUBSCRIPTION AGREEMENT OVER THE IMMEDIATELY PRECEDING TWELVE CALENDAR MONTHS.

18. Indemnification. User shall defend, indemnify and hold harmless TSC, its members, officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (i) User's (and its Authorized Personnel's) use of the Content, (ii) User's negligence or willful misconduct, and (iii) any violation by User of these Terms of Service, the Subscription Agreement, or any applicable law.

19. Compliance with Law. When accessing Content, User (: (a) shall comply with all applicable laws and regulations; and (b) shall not take any action in violation of the rights of any third party, including, without limitation, intellectual property and trade secret rights. TSC reserves the right to remove any Content or User Content that it in good faith believes violate applicable laws or regulations or infringes on the rights of any third party.

20. Equitable Remedies. User hereby acknowledges and agrees that in the event of any breach of these Terms of Service, including without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information, TSC will suffer irreparable harm. Accordingly, User agrees that in the event it breaches

or threatens to breach its obligations hereunder, TSC shall be entitled to seek equitable relief, including injunctive relief and specific performance, as well as such further relief as may be granted by a court of competent jurisdiction and shall be entitled to be indemnified by the User from any direct loss or harm, including, without limitation, reasonable attorneys' fees, in connection with any breach or enforcement of the User's obligations hereunder or the unauthorized use or release of any such Confidential Information.

21. Entire Agreement. These Terms of Service (including the Privacy Policy attached hereto) and the signed Subscription Agreement between TSC and User, if any, are the entire agreement between the User and TSC and supersede and replace any prior agreements between the parties.

22. Severability. If any provision of these Terms of Service shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. Waivers. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay of a party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

24. Governing Law; Venue. By accessing the Platform or by using Content, User expressly agrees that its rights and obligations shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding its choice of law rules. User agrees that any dispute arising from or relating to these Terms of Service will be heard solely by a court of competent jurisdiction in the State of Delaware. User hereby expressly consents to the personal jurisdiction of the courts located in Delaware for any lawsuit filed there against User by TSC arising from or related to these Terms of Service and waives any objection to Delaware courts as the proper venue for any such lawsuit. Provisions in these Terms of Service that by their nature survive the termination or expiration of an agreement shall survive any termination or expiration of these Terms of Service in accordance with their terms. If a court with authority over these Terms of Service finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of these Terms of Service.

25. Limitation of Claims Period. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Content or these Terms of Service must be filed within one (1) year after such claim or cause of action accrues or be forever barred.

26. Entire Agreement. These Terms of Service together with the Subscription Agreement (as the same may be amended or modified only by subsequent written agreement executed by authorized representatives of both Parties) constitute the entire agreement between you and us in regards to your access and use of the Content and supersede all prior agreements with respect to the subject matter hereof. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service are found to be illegal or unenforceable, these Terms of Service will be deemed curtailed to the extent necessary to make them legal and enforceable and will remain, as modified, in full force and effect.

27. Updates to These Terms of Service. We may amend these Terms of Service from time to time. When we amend these Terms of Service, a brief description of any material modification and the date it went into effect will be placed in the "Historical Modifications" section at the end of these Terms of Service, as appropriate. You must read that section each time you use our Content and your continued use of our Content shall constitute your acceptance of any such amendments. These Terms of Service shall not be amended, modified, supplemented, or altered except by a written agreement executed by authorized representatives of the Parties.

Aggregated Data. TSC Advantage shall be permitted to use organizational data generated in connection with Customer's use of the Service (e.g., demographic information of the organization, such as industry, size, revenue, etc. to identify trends by industry vertical); provided, however, in the event TSC Advantage provides such data to third parties, it shall be anonymized and presented in the aggregate so that it cannot be linked specifically to Customer or User. The foregoing shall not limit in any way TSC Advantage's confidentiality obligations set forth herein.