



Apps Agreement

This BGi Apps Agreement (the “Agreement”) is entered into by and between Benchmarking Group International, Inc., a Virginia corporation, with offices at 1350 Maryland Ave, NE, Suite 509, Washington, DC 20002 (“BGi”) and the entity agreeing to these terms (“Customer”). This Agreement is effective as of the date you start using BGi Apps (the “**Effective Date**”). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity, please immediately cease using BGi Apps. This Agreement governs Customer's access to and use of the Services.

1. **Services**

- a. Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where BGi stores and processes its own information of a similar type. BGi has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data. As part of providing the Services BGi may transfer store and process Customer Data in the United States or any other country in which BGi or its agents maintain facilities. By using the Services Customer consents to this transfer, processing and storage of Customer Data.
- b. Modifications
 - i. To the Services. BGi may make commercially reasonable changes to the Services from time to time. If BGi makes a material change to the Services, BGi will inform Customer through release notes or other similar means.
 - ii. To the Terms. BGi may make commercially reasonable changes to the Terms from time to time. If BGi makes a material change to the Terms, BGi will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Settings Console. If the change has a material adverse impact on Customer, and Customer does not agree to the change, Customer must so notify BGi within thirty days after receiving notice of the change. If Customer notifies BGi as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then current Services Term for the affected Services. If the affected Services are renewed, they will be renewed under BGi's

then current Terms.

2. Customer Obligations.

- a. Compliance. Customer will use the Services in accordance with the Acceptable Use Policy. BGi may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms.
- b. Customer Administration of the Services. Customer may specify one or more Administrators through the Settings Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that BGi's responsibilities do not extend to the internal management or administration of the Services for Customer and that BGi is merely a dataprocessor.
- c. End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and BGi providing Customer with the ability to do so and (ii) BGi to provide the Services.
- d. Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services' and to terminate any unauthorized use. Customer will promptly notify BGi of any unauthorized use of, or access to, the Services of which it becomes aware.
- e. Restrictions on Use. Unless BGi specifically agrees in writing, Customer will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of or access to the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.
- f. Third Party Requests. Customer is responsible for responding to Third Party Requests. BGi will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact BGi only if it cannot reasonably obtain such information.

3. Billing and Payment.

- a. Billing Customer may elect one of the following billing options when placing its order for the Services.
 - i. Flexible Plan. If Customer selects this option, Customer will not be committed to purchase the Services for a predefined term, but will pay for the Services on a monthly basis. BGi will provide Customer with the monthly rate for the Services when Customer orders the Services, and will use this rate to calculate the Fees, on a prorated basis, for Customer's daily usage during that month. Any partial day of Services usages will be

rounded up to a full day of Services usage for the purposes of calculating Fees.

Customer may pay for the Services using the payment options listed below. Under Flexible plan, BGi will bill Customer monthly for the following month.

- ii. Annual Plan. If Customer selects this option, Customer will be committed to purchasing the Services from BGi for an annual term, and in exchange will receive a discount on the Services. Under Annual Plan, BGi will bill Customer yearly for the following 12 months.
- b. Payment. All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice.
 - i. Interbank Transfer. Customer may pay for the Services by making interbank transfer to BGi's bank account number provided by the designated BGi Account Manager.
 - ii. Checks. Customers may pay for the Services by mailing a check to BGi's address indicated in the opening paragraph of this agreement.
- c. Delinquent Payments. Delinquent payments may bear interest at the rate of one and one half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by BGi in collecting such delinquent amounts, except where such delinquent amounts are due to BGi's billing inaccuracies.
- d. Suspension for NonPayment.
 - i. Automatic Suspension. Customer will have thirty days to pay BGi delinquent Fees. If Customer does not pay BGi delinquent Fees within thirty days, BGi will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays BGi all outstanding Fees.
 - ii. During Suspension. If Customer is on a monthly billing plan, and Customer is suspended for nonpayment, BGi will stop charging Customer monthly Fees during Customer's suspension for nonpayment. If Customer has an annual commitment to BGi for the Services, BGi will continue to charge Customer monthly Fees during Customer's suspension for nonpayment and Customer must pay all outstanding Fees in order to resume its use of the Services.
 - iii. Termination After Suspension. If Customer remains suspended for nonpayment for more than sixty days, BGi may terminate Customer for breach pursuant to Section 11.
- e. Taxes. Customer is responsible for any Taxes, and Customer will pay BGi for the Services without any reduction for Taxes. If BGi is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides BGi with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to BGi, Customer must provide BGi with an official tax receipt or other appropriate documentation to support such payments.
- f. Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will inform BGi and BGi will include such purchase order number on invoices following receipt. If Customer does not provide a purchase order number, Customer waives any purchase order requirement and (a) BGi will invoice Customer without a purchase order number; and (b) Customer agrees to pay invoices without a purchase order number referenced. Any terms

and conditions on a purchase order do not apply to this Agreement and are null and void.

4. Technical Support Services.

- a. By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to BGi.
- b. By BGi. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to BGi

5. Suspension

- a. Of End User Accounts by BGi. If BGi becomes aware of an End User's violation of the Agreement, then BGi may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with BGi's request to Suspend an End User Account, then BGi may do so. The duration of any Suspension by BGi will be until the applicable End User has cured the breach which caused the Suspension.
- b. Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then BGi may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If BGi Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, BGi will provide Customer the reason for the Suspension as soon as is reasonably possible.

6. Confidential Information.

- a. Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.
- b. Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- c. Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7. Intellectual Property Rights; Brand Features.

- a. Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and BGi owns all Intellectual Property Rights in the Services.
- b. Display of Brand Features. BGi may display those Customer Brand Features authorized by

Customer (such authorization is provided by Customer uploading its Brand Features into the Services) within designated areas of the Service Pages. Customer may specify the nature of this use using the Settings Console. BGi may also display BGi Brand Features on the Service Pages to indicate that the Services are provided by BGi. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

- c. Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

8. **Publicity.** Customer agrees that BGi may include Customer's name or Brand Features in a list of BGi customers, online or in promotional materials. Customer also agrees that BGi may verbally reference Customer as a customer of the BGi products or services that are the subject of this Agreement. This section is subject to Section 7.3 (Brand Features Limitation).

9. **Representations, Warranties and Disclaimers.**

- a. Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). BGi warrants that it will provide the Services in accordance with the applicable SLA.
- b. Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON INFRINGEMENT. BGi MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

10. **Term**

- a. Agreement Term. This Agreement will remain in effect for the Term.
- b. Services Term and Purchases During Services Term. BGi will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts purchased during any Services Term will have a prorated term ending on the last day of that Services Term.
- c. Renewal.
 - i. With a Flexible Plan. With a flexible plan Customer is not committed to purchase the Services for a predefined term, but pays for the Services on a monthly basis. As a result, there is no renewal event for the flexible plan.
 - ii. With an Annual Plan. At the end of each Services Term, the Services (and all End User Accounts previously purchased) will automatically renew for an additional yearly Services Term.
- d. Requesting End User Accounts. Customer may request End User Accounts by: (i) notifying its designated BGi Account Manager; or (ii) ordering End User Accounts via the Settings

Console.

- e. Revising Rates. BGi may revise its rates for the following Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the following Services Term.

11. Termination.

- a. Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- b. Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) BGi will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at BGi's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, BGi will delete Customer Data by removing pointers to it on BGi's active servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

12. Indemnification.

- a. By Customer. Customer will indemnify, defend, and hold harmless BGi from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.
- b. By BGi. BGi will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that BGi's technology used to provide the Services or any BGi Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall BGi have any obligations or liability under this Section arising from: (i) use of any Services or BGi Brand Features in a modified form or in combination with materials not furnished by BGi, and (ii) any content, information or data provided by Customer, End Users or other third parties.
- c. Possible Infringement.
 - i. Repair, Replace, or Modify. If BGi reasonably believes the Services infringe a third party's Intellectual Property Rights, then BGi will: (a) obtain the right for Customer, at BGi's expense, to continue using the Services; (b) provide a noninfringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
 - ii. Suspension or Termination. If BGi does not believe the foregoing options are commercially reasonable, then BGi may suspend or terminate Customer's use of the impacted Services. If BGi terminates the impacted Services, then BGi will provide a prorata refund of the unearned Fees actually paid by Customer applicable to the period

following termination of such Services.

- d. General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. **Limitation of Liability.**

- a. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- b. Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO BGI HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- c. Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

14. **Miscellaneous.**

- a. Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- b. Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
- c. Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).
- d. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

- e. No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
- f. Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- g. No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- h. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.
- i. Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- j. Governing Law. This Agreement is governed by Virginia law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN FAIRFAX COUNTY, VIRGINIA.
- k. Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.
- l. Survival. The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.a, 11.b, 12, 13, 14, and 15.
- m. Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.
- n. Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Page, the Agreement, and the terms located at any URL. If Customer signs a physical agreement with BGi to receive the Services, the physical agreement will override this online Agreement.
- o. Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

15. Definitions.

- a. "Acceptable Use Policy" means Customer agrees not to, and not to allow third parties or Customer's End Users, to use the Services:
 - i. to generate or facilitate unsolicited bulk commercial email;
 - ii. to violate, or encourage the violation of, the legal rights of others;
 - iii. for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
 - iv. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
 - v. to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
 - vi. to alter, disable, interfere with or circumvent any aspect of the Services;
 - vii. to test or reverseengineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- b. "Account Manager" means the BGi business person working with Customer regarding Customer's purchase of the Services.
- c. "Admin Account(s)" means the administrative account(s) provided to Customer by BGi for the purpose of administering the Services. The use of the Admin Account(s) requires a

password, which BGi will provide to Customer.

- d. "Settings Console" means the online tool provided by BGi to Customer for use in reporting and certain other administration functions.
- e. "Administrators" mean the Customer designated technical personnel who administer the Services to End Users on Customer's behalf.
- f. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- g. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- h. "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.
- i. "Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.
- j. "Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers' use of the Services; or (iii) the BGi network or servers used to provide the Services; or (b) unauthorized third party access to the Services.
- k. "End Users" means the individuals Customer permits to use the Services.
- l. "End User Account" means a BGi hosted account established by Customer through the Services for an End User.
- m. "Export Control Laws" means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.
- n. "Fees" means the amounts invoiced to Customer by BGi for the Services.
- o. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.
- p. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.
- q. "Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for the duration set forth by the service plan.
- r. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- s. "NonBGi Apps Products" means BGi products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password.
- t. "Notification Email Address" means the email address designated by Customer to receive email notifications from BGi. Customer may change this email address through the Settings Console
- u. "Order Page" means the order page Customer completes in signing up for the Services or

attached to this Agreement, and which contains: (i) the Services being ordered; (ii) Fees; (iii) number of, and Initial Services Term for, End User Accounts; and (iv) the applicable form of payment.

- v. "Service Commencement Date" is the date upon which BGi makes the Services available to Customer, and will be within one week of BGi's receipt of the completed Order Page, unless otherwise agreed by the parties.
- w. "Service Pages" mean the web pages displaying the Services to End Users.
- x. "Services" means the applicable BGi Apps Core Services (e.g. *CustomerAngle*™) provided by BGi and used by Customer under this Agreement.
- y. "Services Term" means the Initial Services Term and all renewal terms for the applicable Services.
- z. "SLA" means the Service Level Agreement for BGi Apps will be operational and available to Customer at least 99% of the time in any calendar month.
- aa. "Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.
- bb. "Taxes" means any duties, customs fees, or taxes (other than BGi's income tax) associated with the sale of the Services, including any related penalties or interest.
- cc. "Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.
- dd. "Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

Comments and suggestions can be made to this agreement through:

<http://CustomerAngle.com/BGi/TermsOfService>.