

**Vantage Data House
Terms of Service**

Last updated: August 7, 2024

These Terms of Service are a binding contract between Vantage Data House, Inc. (“**Provider**”) and you (“**Subscriber**”) that governs Subscriber’s use of certain of Provider’s web-based Services (defined below).

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING THE BOX NEXT TO “I AGREE,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING PROVIDER’S [PRIVACY POLICY](#) (together, this “**Agreement**”). THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE BOX NEXT TO “I AGREE” OR DOWNLOAD, INSTALL, OR OTHERWISE ACCESS OR USE THE SERVICES (the “**Effective Date**”). IF YOU ARE AN ENTITY, ORGANIZATION, OR COMPANY, THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON YOUR BEHALF REPRESENTS AND WARRANTS THAT THEY HAVE AUTHORITY TO BIND YOU TO THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES. YOUR USE OF THE SERVICES, AND PROVIDER’S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY PROVIDER AND BY YOU TO BE BOUND BY THIS AGREEMENT.

1. USE OF THE SERVICES

1.1 Use of the Services and Documentation. Subject to the terms and conditions of this Agreement and the applicable quote or ordering document (each, an “**Order**”), Provider grants to Subscriber, during the term of this Agreement, a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 9.2): (a) right to use the web-based services indicated on the applicable Order (the “**Services**”) solely in connection with Subscriber’s internal business operations; and (b) license, without right of sublicense, to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Services in accordance with this Agreement.

1.2 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Subscriber will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit third parties to use the Services or Documentation; (b) use the Services to provide services to third parties (e.g., as a service bureau); (c) use the Services for any benchmarking activity or in connection with the development of any competitive product; nor (d) circumvent or disable any security or other technological features or measures of the Services. Provider reserves the right to monitor Subscriber’s use of the Service and take further action if Subscriber’s usage is beyond normal standards, outside of permitted usage, or adversely affects Provider operations. If Provider determines that Subscriber’s use is abnormal or impermissible, then Provider will use commercially reasonable efforts to inform Subscriber and provide an opportunity to correct such improper usage. If Subscriber fails to conform to normal use, then Provider may exercise its right to limit or suspend Subscriber’s access.

1.3 Compliance with Laws. Subscriber will use the Services and Documentation in compliance with all applicable laws and regulations.

1.4 Protection against Unauthorized Use. Subscriber will use reasonable efforts to prevent any unauthorized use of the Services and Documentation and immediately notify Provider in writing of any unauthorized use that comes to Subscriber’s attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through Subscriber, then Subscriber will take all steps reasonably necessary to terminate the unauthorized use. Subscriber will cooperate and assist with any actions taken by Provider to prevent or terminate unauthorized use of the Services or Documentation.

1.5 Reservation of Rights. Provider grants to Subscriber a limited right to use the Services and Documentation under this Agreement. Subscriber will not have any rights to the Services or Documentation except as expressly granted in this Agreement. Provider reserves to itself all rights to the Services and Documentation not expressly granted to Subscriber in accordance with this Agreement.

1.6 Feedback. If Subscriber provides any feedback to Provider concerning the functionality and performance of the Services (including identifying potential errors and improvements), then Subscriber hereby

assigns to Provider all right, title, and interest in and to the feedback, and Provider is free to use the feedback without payment or restriction.

1.7 Publicity. Subscriber agrees that Provider may refer to the Subscriber’s name and trademarks in Provider’s marketing materials and website, solely to identify Subscriber as a customer of the Provider.

2. FEES AND PAYMENT

2.1 Fees and Payment Terms. Subscriber will pay Provider the fees and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes, as specified in the applicable Order. Unless otherwise specified in the applicable Order, Subscriber will pay all amounts due within 30 days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys’ fees) incurred by Provider to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars.

2.2 Taxes. Other than net income taxes imposed on Provider, Subscriber will bear all taxes, duties, and other governmental charges (collectively, “taxes”) resulting from this Agreement. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received by Provider after all such taxes are paid are equal to the amounts that Provider would have been entitled to in accordance with this Agreement as if the taxes did not exist.

3. CONFIDENTIALITY

3.1 Confidential Information. “**Confidential Information**” means all non-public, confidential, or proprietary information disclosed by Provider to Subscriber whether disclosed orally or disclosed or accessed in visual, written, electronic, or other tangible or intangible form or media, and whether or not marked, designated, or otherwise identified as “confidential.” All databases and polling data provided through the Services is Provider’s Confidential Information. Except as required by applicable federal, state, or local law or regulation, Confidential Information shall not include information that, at the time of disclosure: (a) is or becomes generally available to the public other than as a result of any breach of this Section 3 by Subscriber; (b) is obtained by Subscriber on a non-confidential basis from a third-party that was not restricted from disclosing such information; (c) Subscriber establishes by documentary evidence, was in Subscriber’s possession prior to disclosure by Provider hereunder; or (d) Subscriber establishes by documentary evidence, was or is independently developed by Subscriber without using any of Provider’s Confidential Information.

3.2 Subscriber Obligations. Subscriber acknowledges that it may gain access to or become familiar with Provider's Confidential Information. Subscriber shall: (a) protect and safeguard the confidentiality of Provider's Confidential Information with at least the same degree of care as Subscriber would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use Provider's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement, or otherwise in any manner to Provider's detriment; (c) not disclose any such Confidential Information to any person or entity, except to Subscriber's employees who (i) need to know the Confidential Information to assist Subscriber, or act on its behalf, to exercise its rights or perform its obligations under this Agreement, (ii) are informed by Subscriber of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to Subscriber that are no less restrictive than the terms and conditions of this Agreement; (d) be responsible for any breach of this Section 3 caused by any of its employees, contractors, or any other related person(s) or entity(ies); and (e) notify Provider in writing promptly of any misuse or misappropriation of the Confidential Information of Provider as soon as it comes to Subscriber's attention.

3.3 Required Disclosure. Subscriber may disclose Provider's Confidential Information under applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (each, a "Legal Order"), provided that Subscriber shall first make commercially reasonable efforts to provide Provider with prompt written notice of such Legal Order and reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Subscriber remains subject to a Legal Order to disclose any Confidential Information, Subscriber (or other persons to whom such Legal is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of Subscriber's legal counsel, such Legal Order specifically requires or requests Subscriber to disclose.

3.4 Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at Provider's written request, or on the expiration or termination of the Agreement with no action or request by Provider required, Subscriber shall, at the Provider's discretion, promptly return to Provider all copies, whether in written, electronic, or other form or media, of Provider's Confidential Information, or destroy all such copies and certify in writing to Provider that such Confidential Information has been destroyed.

3.5 Remedies. Subscriber acknowledges and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Section 3 by Subscriber. Therefore, in addition to all other remedies available at law (which Provider does not waive by the exercise of any rights hereunder), Provider shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. Subscriber further agrees that it shall: (a) not oppose the granting of such relief on the basis that Provider has an adequate remedy at law; (b) pay any fees and expenses (including attorneys' fees and court costs) that the Provider may incur in enforcing this Agreement; and (c) indemnify and hold harmless Provider for any losses arising out of a breach of this Section 3 by Subscriber.

4. TERM AND TERMINATION

4.1 Term. This Agreement will commence upon the Effective Date and, unless otherwise specified in the applicable Order, will continue for an initial term of one year, unless this Agreement is terminated earlier in accordance with the terms of this Agreement. This Agreement will automatically renew for additional successive one-year terms unless at least 30 days before the end of the then-current term either party provides written notice to the other party that it does not want to renew.

4.2 Termination for Material Breach. Either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. Termination in accordance with this Section 4.2 will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If Subscriber fails to timely pay any fees, then Provider may, without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due.

4.3 Post-Termination Obligations. If this Agreement is terminated for any reason, then (a) Subscriber will pay to Provider any fees or other amounts that have accrued prior to the effective date of the termination, (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) Subscriber will provide Provider with a written certification signed by an authorized Subscriber representative certifying that all use of the Services and Documentation by Subscriber has been discontinued.

5. WARRANTIES AND DISCLAIMER

5.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

5.2 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 5, PROVIDER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. PROVIDER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. PROVIDER DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. PROVIDER DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE. PROVIDER EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF SUBSCRIBER'S USE OF THE SERVICES.

6. INTELLECTUAL PROPERTY INFRINGEMENT

6.1 Defense of Infringement Claims. Provider will, at its expense, either defend Subscriber from or settle any claim, proceeding, or suit ("Claim") brought by a third party against Subscriber alleging that Subscriber's use of the Services infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right during the term of this Agreement if: (a) Subscriber gives Provider prompt written notice of the Claim; (b) Subscriber grants Provider full and complete control over the defense and settlement of the Claim; (c) Subscriber provides assistance in connection with the defense and settlement of the Claim as Provider may reasonably request; and (d) Subscriber complies with any settlement or court order made in connection with the Claim (e.g., relating to the future use of any infringing Services). Subscriber will not defend or settle any Claim without Provider's prior written consent. Subscriber will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Provider will have sole control over the defense and settlement of the Claim.

6.2 Indemnification of Infringement Claims. Provider will indemnify Subscriber from and pay (a) all damages, costs, and attorneys' fees finally awarded against Subscriber in any Claim under Section 6.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Subscriber in connection with the defense of a Claim under Section 6.1 (other than attorneys' fees and costs incurred without Provider's consent after Provider has accepted defense of the Claim); and (c) all amounts that Provider agrees to pay to any third party to settle any Claim under Section 6.1.

6.3 Exclusions from Obligations. Provider will have no obligation under this Section 6 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) the Services are provided to comply with designs, requirements, or specifications required by or provided by Subscriber, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Services by Subscriber for purposes not intended or outside the scope of the license granted to Subscriber; (d) Subscriber's failure to use the Services in accordance with instructions provided by Provider, if the infringement or misappropriation would not have occurred but for such failure; or (e) any

modification of the Services not made or authorized in writing by Provider where such infringement or misappropriation would not have occurred absent such modification.

6.4 Limited Remedy. This Section 6 states Provider's sole and exclusive liability, and Subscriber's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Services.

7. SUBSCRIBER INDEMNIFICATION

7.1 Defense. Subscriber will defend Provider from any actual or threatened third party Claim arising out of or based upon Subscriber's use of the Services or Subscriber's breach of any of the provisions of this Agreement if: (a) Provider gives Subscriber prompt written notice of the Claim; (b) Provider grants Subscriber full and complete control over the defense and settlement of the Claim; (c) Provider provides assistance in connection with the defense and settlement of the Claim as Subscriber may reasonably request; and (d) Provider complies with any settlement or court order made in connection with the Claim. Subscriber will not defend or settle any Claim without Provider's prior written consent. Provider will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Subscriber will have sole control over the defense and settlement of the Claim.

7.2 Indemnification. Subscriber will indemnify Provider from and pay (a) all damages, costs, and attorneys' fees finally awarded against Provider in any Claim under Section 7.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Provider in connection with the defense of a Claim under Section 7.1 (other than attorneys' fees and costs incurred without Subscriber's consent after Subscriber has accepted defense of the Claim); and, (c) all amounts that Subscriber agrees to pay to any third party to settle any Claim under Section 7.1.

8. LIMITATIONS OF LIABILITY

8.1 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROVIDER WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF PROVIDER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

8.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL PROVIDER'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO PROVIDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

8.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY PROVIDER TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

9. GENERAL

9.1 Relationship. Provider will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of this Agreement.

9.2 Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to

assume and fulfill all of the assigning party's obligations under this Agreement.

9.3 Subcontractors. Provider may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Provider remains responsible for all of its obligations under this Agreement.

9.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the signature page of this Agreement and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 9.4. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

9.5 Force Majeure. Provider will not be liable for or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as Provider uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

9.6 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Delaware, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in New Castle County, Delaware in connection with any action arising out of or in connection with this Agreement.

9.7 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

9.8 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, then the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, then Subscriber's right to use the Services will immediately terminate.

9.9 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these parties regarding Subscriber's use of the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the parties relating to professional services relating to the Services that Provider may provide. No employee, agent, or other representative of Provider has any authority to bind Provider with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Provider will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Provider specifically agrees to such provision in writing and signed by an authorized agent of Provider.