

## TERMS OF SERVICE

Please read these Terms of Service (the “TOS”) carefully. This TOS governs any use of (including access to) any PwC products and services made available through <https://www.pwcbenchmarking.com/> (each, together with any information, data, content or other materials and services available on or through such product or service, successor product(s) or service(s) to such product or service, and any website or mobile software application through which PwC makes such product or service or successor product(s) or service(s) available to you, a “Solution”). Your use of a Solution constitutes your consent to this TOS and any applicable Solution Terms, as defined below (collectively, the “Agreement”).

With respect to a particular Solution, this Agreement is between you and PwC Product Sales LLC or PricewaterhouseCoopers Advisory Services LLC, whichever is the provider of the Solution (“PwC” or “we” or “us”).

Additional terms may apply with respect to particular Solutions (as updated by PwC from time to time, the “Solution Terms”). Solution Terms may be set forth in Appendix A to this TOS, made available on or through the Solutions, or otherwise made available to you by PwC. In the event of any irreconcilable conflict between the TOS and any Solution Terms, the Solution Terms will control to the extent of such conflict, solely with respect to the applicable Solution.

BY USING A SOLUTION, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING A SOLUTION ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), AND SUCH ORGANIZATION HAS ENTERED INTO ONE OR MORE SEPARATE AGREEMENTS GOVERNING THE USE OF SUCH SOLUTION, THEN NOTHING IN THIS AGREEMENT LIMITS YOUR OR SUCH ORGANIZATION’S OBLIGATIONS OR PWC’S RIGHTS UNDER THOSE AGREEMENTS WITH RESPECT TO SUCH SOLUTION, AND THOSE AGREEMENTS WILL GOVERN SUCH ORGANIZATION’S USE OF (INCLUDING ACCESS TO) SUCH SOLUTION. References to “you” and “your” in this Agreement will refer to the individual using the Solution.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 18 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

**1. Changes.** We may change this TOS and any Solution Terms from time to time by notifying you of such changes by any reasonable means, including by posting a revised TOS or Solution Terms through a Solution, or at <https://www.pwcbenchmarking.com/> or any other applicable PwC website. No such changes will apply to any dispute between you and us arising before we posted the revised TOS or Solution Terms that contain such changes, or otherwise notified you of such changes.

Your use of a Solution following any changes to this TOS or any applicable Solution Terms will constitute (a) your acceptance of such changes to this TOS, which will apply with respect to all Solutions; and (b) your acceptance of such changes to the Solution Terms, which will apply with respect to the corresponding Solution. The “*Last Updated*” legend above indicates when this TOS was last changed. We may, at any time and without liability, modify or discontinue all or part of a Solution (including access to any Solution via any third-party resources); charge, modify or waive any fees required to use any Solution; or offer opportunities to some or all Solution users.

**2. Information Submitted Through a Solution.** Your submission of information through any Solution is governed by the Privacy Policy, as updated by us from time to time, currently located at <https://www.pwcbenchmarking.com/> (the “Privacy Policy”). You represent and warrant that any information you provide in connection with any Solution is and will remain accurate and complete, and that you will maintain and update such information as needed.

**3. Jurisdictional Issues.** The Solutions are controlled or operated (or both) from the United States, and are not intended to subject PwC to any non-U.S. jurisdiction or law. The Solutions may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of a Solution is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit a Solution’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

**4. Rules of Conduct.** In connection with any Solution, you must not:

- Post, transmit or otherwise make available through or in connection with the Solution any information, data, content or other materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Solution any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
- Use the Solution for any commercial purpose, including using the Solution for or in connection with any facility management, service bureau or time-sharing purposes, services, or arrangements, or otherwise use the Solution for processing information, data, content or other materials on behalf of any third party.
- Use the Solution for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Solution.

- Interfere with or disrupt the operation of the Solution or the servers or networks used to make the Solution available, including by hacking or defacing any portion of the Solution; or violate any requirement, procedure or policy of such servers or networks.
- Interfere with or disrupt the integrity of any information, data, content or other materials available in or through the Solution.
- Restrict or inhibit any other person from using the Solution.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Solution except as expressly authorized herein, without PwC's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Solution, except where such restriction is expressly prohibited by applicable law.
- Remove or alter any copyright, trademark or other proprietary rights notice on the Solution.
- Frame or mirror any portion of the Solution, or otherwise incorporate any portion of the Solution into any product or service, without PwC's express prior written consent.
- Systematically download and store any information, data, content or other materials available in or through the Solution.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any information, data, content or other materials available in or through the Solution, or reproduce or circumvent the navigational structure or presentation of the Solution, without PwC's express prior written consent.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use any Solution.

**5. Registration; No Sharing of User Name and Password.** You may need to register or otherwise establish an account to use all or part of a Solution. We may reject, or require that you change, any user name, password or other information that you provide to us in registering or otherwise establishing an account. Your user name and password are for your personal use only and should be kept confidential. YOU MUST NOT PROVIDE YOUR USER NAME AND PASSWORD TO ANY OTHER PERSON OR ENTITY FOR PURPOSES OF ACCESSING OR USING ANY SOLUTION. You, and not PwC, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your account.

YOU MUST NOT, DIRECTLY OR INDIRECTLY, ALLOW ANY OTHER PERSON OR ENTITY TO USE YOUR ACCOUNT TO ACCESS OR USE ANY SOLUTION.

**6. Submissions.** You and other users of a Solution may have the ability to make certain information, data, content or other materials (each, a "Submission") available through or in connection with a Solution

(for example, reports generated by using a Solution), including through a Solution's interactive services or sharing functionality. PwC has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH ANY SOLUTION, YOU DO SO AT YOUR OWN RISK.

**7. License.** For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze, exploit and practice such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials). For the avoidance of doubt, User Data (as that term is defined in the separate agreement entered into between your Organization and PwC) will be subject to the terms of the separate agreement entered into between your Organization and PwC.

In addition, if you provide to us any ideas, proposals, suggestions or other information or materials ("Feedback"), whether related to a Solution or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place PwC under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this Agreement, including in this Section, and that your Submissions, and your provision thereof through and in connection with any Solution, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

**8. Monitoring.** We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on or through any Solution, including to comply with any requirements or prerequisites under the DMCA (as defined below). In addition, we may track or analyze your access to or use of any Solution. We may use and disclose to anyone (including third parties) information regarding your access to and use of any Solution, and the circumstances surrounding such access and use, for any reason or purpose, including in connection with performing services for you, in connection with operating any Solution, or for analytic, statistical, security, quality control, and similar purposes (including in aggregate form, e.g., to analyze systems performance).

**9. Your Limited Rights.** None of the Solutions or Third Party Materials (as defined below) are sold to you. Your only rights in or to any Solutions or Third Party Materials are those (if any) that are granted to you under an express license in this Section or the applicable Solution Terms (and, with respect to Third Party Materials, under an applicable license between you and the corresponding third-party licensor). With respect to a particular Solution, subject to your compliance with this Agreement, and solely for so long as you are permitted by PwC to access and use the Solution: (a) with respect to any mobile software application component of the Solution (each, an "App"), we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Solution on a mobile

device that you own or control, solely for your personal, non-commercial use; and (b) with respect to any other component of the Solution, you may use any such portion of the Solution to which we provide you access under this Agreement, as viewable on any single device, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement with respect to a particular Solution, you must immediately cease using the Solution and, with respect to any App, remove (that is, uninstall and delete) the Solution from your mobile device.

**10. PwC's Proprietary Rights.** We and our suppliers own the Solutions, which are protected by proprietary rights and laws. As between you and us, the Solutions and all non-public information, data, content and other materials (technical, business and otherwise) related to any Solution (and the use of or access to it), including Submissions of other Solution users and any reports generated by using any Solution, are our "Confidential Information" and you will not use or disclose to any third party Confidential Information except to the extent necessary to exercise your rights and fulfill your obligations under this Agreement or as required by applicable law. All trade names, trademarks, service marks, logos and designs on any Solution not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks, logos or designs (including "PricewaterhouseCoopers" and "PwC" and any associated logos, marks and designs) in any manner without our express prior written consent, including in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing in this Agreement and nothing in or available through any Solution should be construed as granting any right to use any trade names, trademarks, service marks, logos or designs without the express prior written consent of the owner.

**11. CPA Notice; PwC Related Parties.** PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the products and services provided to you under this Agreement (including any Solution or through any Solution), non-CPA owners may be involved in providing such products and services. PwC is a firm in the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of (and subcontract to) its affiliates, the Other PwC Firms and third party contractors and subcontractors, within or outside of the United States (each, a "PwC Service Provider") for internal, administrative and regulatory compliance purposes or in connection with providing any Solution. The PwC Service Providers and their and PwC's respective partners, principals, employees and agents (collectively, the "PwC Beneficiaries") will have no liability or obligations arising out of this Agreement, and you agree to bring any claim or other legal proceeding of any nature arising from or related to this Agreement or its subject matter against PwC and not against the PwC Beneficiaries. While PwC is entering into this Agreement on its own behalf, this Section 11 also is intended for the benefit of the PwC Beneficiaries.

**12. Third Party Materials; Links.** Certain Solution functionality may make available access to products, services, information, data, content and other materials made available by third parties, including Submissions ("Third Party Materials"), or allow for the routing or transmission of Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials. In addition, your installation and other use of Third Party Materials may result in transmission of your information, data, content or other materials outside of our systems, or otherwise result in third-party access to or use of your information, data, content or other materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including their accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any applicable intellectual property rights. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by PwC with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through any Solution at any time. In addition, the availability of any Third Party Materials through a Solution does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

**13. Open Source.** The Solutions may include open source components, which are licensed for use and distribution by us under applicable open source licenses. Use of these open source components is governed by and subject to the terms and conditions of the applicable open source license.

**14. DISCLAIMER OF WARRANTIES.** The Solutions (including any information and materials made available to you in connection with using any Solution) are not for any third party's use or benefit and are not intended to be relied upon by you or any third party, including to operate or promote your business, secure financing or capital in any form, sell or underwrite securities, obtain any regulatory or governmental approvals, or otherwise be used in connection with procuring services or other benefits from any entity. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SOLUTIONS AND ANY PRODUCTS, SERVICES AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) PWC DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SOLUTION AND ANY PRODUCTS, SERVICES AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH PWC AND THE PWC BENEFICIARIES, AND ITS AND THEIR RESPECTIVE PARTNERS, PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Solutions, we do not guarantee that any Solution is or will remain updated, complete, accurate, correct or secure, or that access to any Solution will be uninterrupted. The Solutions may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Solutions. If you become aware of any such alteration, contact us at [atpwcsaratogabenchmarking@us.pwc.com](mailto:atpwcsaratogabenchmarking@us.pwc.com) with a description of such alteration and its location.

**15. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) PWC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL,

EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, PwC WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE ANY SOLUTION OR FROM ANY PRODUCTS, SERVICES OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY SOLUTION OR ANY PRODUCTS, SERVICES OR THIRD PARTY MATERIALS IS TO STOP USING THE APPLICABLE SOLUTION; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF PwC FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE GREATER OF ONE HUNDRED DOLLARS (\$100) AND THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO PwC TO USE THE APPLICABLE SOLUTION TO WHICH THE CLAIM RELATES IN THE TWELVE (12) MONTHS PRECEDING THE DATE WHEN SUCH CLAIM AROSE. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH PwC AND THE AFFILIATED ENTITIES, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

**16. Indemnity.** To the fullest extent permitted under applicable law, you will defend, indemnify and hold harmless PwC and each of the Affiliated Entities, and its and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Solutions (including all Submissions); and (b) any violation or alleged violation of this Agreement by you.

**17. Termination.** This TOS and all Solution Terms will continue until terminated. PwC may immediately terminate this TOS or any Solution Terms without penalty or liability: (a) if continuing to perform under this TOS or such Solution Terms could, in PwC's sole and absolute judgment, result in PwC's noncompliance with any applicable law, rule or regulation, or any regulatory guidance, professional standard, or self-regulatory rule or policy, in each case as in effect from time to time; or (b) upon the occurrence of an event that, in PwC's sole and absolute judgment, causes or would be likely to cause PwC or any Other PwC Firm not to be "independent" as required by any law, rule, regulation or professional standard relating to independence. PwC may terminate or suspend your use of any Solution, any portion of any Solution, or all Solutions at any time and without prior notice, for any reason, including if PwC believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Immediately upon any such termination or suspension (or any termination of this TOS or the applicable Solution Terms), your right to use the applicable Solution(s) or portion of such Solution(s) will permanently or temporarily cease (as applicable), and PwC may, without liability to you or any third party, deactivate or delete your user name, password and account, and all associated information, data, content or other materials, without any obligation to provide any further access to such materials. If PwC terminates this TOS, then all Solution Terms and your rights with respect to all Solutions will automatically terminate. Sections 2 through 8 and 10 through 24 of this TOS will survive any termination of this TOS.

**18. Governing Law; Arbitration.** This Agreement, and any dispute relating to this Agreement or the subject matter of this Agreement, will be governed by and construed, interpreted and enforced in

accordance with the domestic laws of the State of New York, without giving effect to any provisions that would require the laws of another jurisdiction to apply and regardless of your location. The parties expressly disclaim the applicability of, and waive any rights based on, the Uniform Computer Information Transactions Act, the Uniform Commercial Code, or the United Nations Convention on Contracts for the International Sale of Goods, however each may be codified or amended. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING A SOLUTION AND THE USE THEREOF) OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND PwC UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL PANEL OF THREE ARBITRATORS INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT PwC AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. Notwithstanding the foregoing, nothing in this Agreement will preclude either party from seeking equitable relief in a court having jurisdiction. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect (“**CPR Rules**”). The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided for in the CPR Rules. The arbitration panel will have no power to award non-monetary or equitable relief of any sort, or to award damages inconsistent with this Agreement (including Section 16). Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration will be treated as confidential. You acknowledge and agree that any demand for arbitration must be issued within one (1) year from the date that you became aware or should reasonably have become aware of the facts that give rise to PwC’s alleged liability and in any event no later than two (2) years after the cause of action accrued.

**19. Filtering.** We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Current providers of such protections include Norton Family from Symantec Corporation (at <https://family.norton.com>) and Net Nanny (at <https://www.netnanny.com>), and information identifying current providers of such protections is accessible on the Internet (for example, at [https://en.wikipedia.org/wiki/Comparison\\_of\\_content-control\\_software\\_and\\_providers](https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers)). PwC does not endorse any of these products or services, including any that may be listed on the foregoing sites.

**20. Information or Complaints.** If you have a question or complaint regarding any Solution, please send an e-mail to [pwcsaratogabenchmarking@pwc.com](mailto:pwcsaratogabenchmarking@pwc.com). Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**21. Copyright Infringement Claims.** If you believe in good faith that materials available on or through any Solution (including any applicable website for a Solution) infringe your copyright, the Digital Millennium Copyright Act of 1998 (the “DMCA”) provides a mechanism for you (or your agent) to send



to PwC a written notice of such alleged infringement, requesting that PwC remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to PwC a counter-notice. Notices and counter-notices must meet the DMCA's then-current statutory requirements. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to PwC's DMCA agent as follows: By mail to PricewaterhouseCoopers LLP, Attn: DMCA Agent, Office of the General Counsel, Three Embarcadero Center, San Francisco, CA 94111; by e-mail to [us\\_dmca@pwc.com](mailto:us_dmca@pwc.com); or by fax to the fax number that we will provide to you if you request such fax number by contacting PwC's DMCA agent by mail, e-mail or telephone at the addresses or phone number provided in this Section. PwC's DMCA agent's phone number is (415) 498-7542.

You should consult your legal advisor before filing a DMCA notice or counter-notice.

**22. Trade Control Laws.** The Solutions are subject to applicable export control laws and economic sanctions, including those of the United States and other relevant jurisdictions ("Trade Control Laws"). You are responsible for complying with all applicable Trade Control Laws and any violations of such Trade Control Laws. You represent, warrant and covenant as follows: (a) you will not use any Solution except as authorized by applicable Trade Control Laws; (b) you are not located in, or a resident or national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country ("Sanctioned Countries"); (c) you will not access or otherwise use any Solution from or on behalf of any Sanctioned Country; (d) you are not and are not acting on behalf of a person or entity on any U.S. government list of restricted end-users or other applicable restricted party lists; (e) you will not use any Solution for any end-uses restricted by the U.S. government; and (f) you will not use any Solution to store or transfer any data subject to the International Traffic in Arms Regulations or subject to the Export Administration Regulations and controlled at a level other than EAR99/AT.

**23. Miscellaneous.** This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and PwC. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement will be construed as if followed by the phrase "without limitation." This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and PwC relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and PwC relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting on or through a Solution or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same

extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. PwC will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.