

Welcome to BR Data !

The websites www.brdata.com, www.cloud.brdata.com, any mobile application(s), and interactive services that includes an authorized link to these Terms (individually and collectively, the “**Site**”) are operated by SR Data Systems Co. Inc. d/b/a BR data (“**BR Data**” or “**we**”). The Site is offered to you conditioned on your acceptance without modification of these Terms of use (“**Terms**”). These Terms, as amended from time to time, are a legal bonding agreement between you (“**User(s)**” or “**you**”) and SR Data, its affiliates and any of their respective successors or assigns regarding your use of the Site.

PLEASE READ THESE TERMS AND ANY SPECIFIC AND/OR SUPPLEMENTAL TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE. THESE TERMS AND ANY SPECIFIC AND/OR SUPPLEMENTAL TERMS AND CONDITIONS GOVERN YOUR USE OF THE SITE IN GENERAL. DO NOT PURCHASE OR USE PRODUCT, SERVICE OR SUBSCRIPTION, REGISTER AN ACCOUNT OR USE ANY SERVICES AVAILABLE ON THE SITE IF YOU ARE NOT IN AGREEMENT WITH ANY PART OF THE TERMS.

BR DATA MAY REVISE THESE TERMS AT ANY TIME WITHOUT NOTICE TO YOU. THE REVISED TERMS WILL BE EFFECTIVE WHEN POSTED ON THIS WEBPAGE. DO NOT USE THE SITE IF YOU ARE NOT IN AGREEMENT WITH ANY PART OF SUCH REVISED TERMS.

Table of Contents:

1. Scope of The Terms
2. Accessing the Site
3. License to BR Data
4. Reservation of Rights
5. User Access to the Site
6. User Account
7. User Content
8. BR Data’s Monitoring
9. Termination of Use
10. Privacy Policy
11. Intellectual Property
12. Disclaimer and Limitation of Liability
13. Miscellaneous

1. Scope of The Terms

The Site allow you to engage in a variety of activities, such as the access to a variety of resources and content. These include: (a)BR Cloud, software and software as a service offerings (Collectively and individually the "Services"); (b) Web pages, data, messages, text, images, photographs, graphics, audio and video such as podcasts and Webcasts, and documents such as press releases, white papers and product data sheets ("BR Data Materials"); and (c) forums, discussion groups, chat areas, bulletin boards, blogs, wikis, e-mail functions, and other services in connection with which you can upload, download, share, email, post, publish, transmit or otherwise access or make available Content (as defined below) ("Community Services"). Services, Materials, Community Services, and other information, content and services are collectively referred to as "Content."

Some areas of the Site or Content provided on or through the Site may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of the Site or Content. If there is a conflict or inconsistency between these Terms of Use and the rules, guidelines, license agreement, user agreement or other terms and conditions for a specific area of the Site or for specific Content, the latter shall prevail with respect to your access and use of that area of the Site or Content.

2. User Access to the Site

The Site is intended for use by individuals who are at least eighteen (18) years of age (or equivalent minimum age in the relevant jurisdiction). By using the Site, you confirm you are at least eighteen (18) years old. If you are not, you may not access the Site and have the requisite power and authority to enter into this agreement and perform your obligations under these Terms. We do not knowingly collect, use or disclose personal information from children under 16, or equivalent minimum age in the relevant jurisdiction.

Our Services are intended for U.S. Resident only. You may not access, download, use or export the Site, or the Content provided on or through the Site, in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions and regulations of any United States or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any services and products of BR Data in violation of any such restrictions, laws or regulations, including, without limitation, laws, restrictions or regulations pertaining to the development, design, manufacture or production of nuclear, chemical or biological weapons or missile technology. As applicable, you shall obtain and bear all expenses related to any necessary licenses, authorizations, and/or exemptions with respect to your own use of the services of BR Data outside the U.S. Neither the services or products of BR Data nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to U.S. trade sanctions, (Supplement No. 1 to Part 740, Export Administration Regulations, Country Group E:1), to individuals or entities controlled by such countries, or to nationals or residents of such

countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

3. License to BR Data

BR Data does not claim ownership of User Content that you post, upload, input or submit to any Site. By posting, transmitting or uploading any User Content, including any article, information, data, code, text, software, documentation, graphic, image, marketing material, video, photograph, message, suggestion, feedback, idea, or posting to any forum, wiki, or blog on any Site, You grant us a perpetual, irrevocable (subject to mandatory data protection requirements), non-exclusive, world-wide, fully-paid up and royalty free license to use such User Content without restrictions of any kind and without any payment or other consideration of any kind, or permission or notification, to you or any third party. This license includes, without limitation, the irrevocable (subject to mandatory data protection requirements) right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license and provide the User Content to third parties; to make, have made, offer to sell, sell, lease, or otherwise distribute any User Content or product; and to practice any method, embodying such User Content (including the right to sublicense any of the foregoing).

You represent and warrant to BR Data that You have the right, title, and/or authority to grant such license to BR Data. BR Data may elect not to post or publish User Content that You submit. If BR Data elects to post or publish your User Content, BR Data may in its sole discretion withdraw the posted or published User Content for any reason and without notice even if BR Data has previously indicated to you that BR Data might or will post the User Content you have submitted.

BR Data has the right, but not the obligation, to use your name, likeness, biography and other information about you that You have provided in connection with any use of the User Content you submit on our Site, and BR Data may continue to use this information after any termination of your account or your access to the Site for the purpose of identifying the source of User Content that you previously submitted. Nothing in this Terms shall prohibit or restrict BR Data's right to create or obtain User Content or submissions similar to or competitive with the User Content that you have submitted.

4. Reservation of Rights

The Site and Content provided on or through the Site are the intellectual property and copyrighted works of BR Data. All rights, title and interest not expressly granted with respect to the Site and Content provided on or through the Site are reserved. All Content is provided on an "As Is" and "As Available" basis, and BR Data reserves the right to terminate the permissions granted to you and your use of the Content at any time.

5. User Account

Certain parts of our Site can only be access by our registered User. As a registered user of the Site, you must establish an account (“User Account”) comply with Supplemental Terms (See Section 5.2 herein)

5.1 Registration.

For any such Services requiring you to register an account, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form and you agree to update your User Account information to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your User Account. You agree not to share your password(s), account information, or access to the Site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Site. You agree to notify BR Data immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.

Access to and use of User Account including password protected or secure areas of the Site are restricted to authorized users only. Don’t reveal your User Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your User Account and for all activities that occur on or through your User Account, and you agree to immediately notify BR Data of any security breach of your User Account. You further acknowledge and agree that the Site is designed and intended for personal use on an individual basis and you should not share your User Account and/or password details with another individual. BR Data shall not be responsible for any losses arising out of the unauthorized use of your User Account resulting from you not following these rules.

5.2 Supplemental Terms.

Notwithstanding, anything to the contrary stated in these Terms, Your use of any BR Software and BR Data Cloud or any other BR Data Service, is subject to all agreements such as a license agreement or user agreement that accompanies or is included with the Software, Cloud, ordering documents, exhibits, and other terms and conditions that apply ("**Supplemental Terms**"). In the event that a Service is provided on or through the Site and is not licensed for your use through License Terms specific to the Software, you may use the Software subject to the following: (a) the Software may be used solely for your personal, informational, noncommercial purposes; (b) the Software may not be modified or altered in any way; and (c) the Software may not be redistributed.

6. User Conduct

You agree that You will NOT use the Site to: (a) upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another’s privacy,

hateful, racially or ethnically offensive, or otherwise objectionable; (b) stalk, harass, threaten or harm another; (c) request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, zip/postal code, telephone number, picture, or the names of the minor's school, church, athletic team or friends; (d) pretend to be anyone, or any entity, you are not or otherwise misrepresent your affiliation with a person or entity, or a misappropriation of another person's name or identity); (e) engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement; (f) post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letter; (g) make available Content that contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property; (h) interfere with or disrupt the Site or any servers or networks connected to the Site, or any policies, requirements or regulations of networks connected to the Site (including any unauthorized access to, use or monitoring of data or traffic thereon); (i) plan or engage in any illegal activity; and/or (j) gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

You specifically and further agree not to access or use the Site in any manner that could damage, disable, overburden, or impair the Site or any part of the Site, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the Site such as Data Cloud, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Site or any BR Data accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other automated means to access the Site, computer systems or networks without BR Data's express written permission.

7. BR Data's Monitoring

BR Data has no obligation to monitor the Site or screen Content that is Shared on or through the Site. However, BR Data reserves the right to review the Site and Content and to monitor all use of and activity on the Site, and to remove or choose not to make available on or through the Site any Content in its sole discretion. BR Data may remove Content that is confidential or proprietary to a third party without that third party's permission.

You agree to indemnify and hold harmless BR Data, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of Content that you Share, your violation of these Terms of Use or any additional rules, guidelines or terms of use posted for a specific area of the Site or Content provided on or through the Site, or your violation or infringement of any third party rights, including intellectual property rights.

8. Termination of Use

BR Data may, in its sole discretion, at any time discontinue providing or limit access to the Site, any areas of the Site or Content provided on or through the Site. You agree that BR Data may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Site or any Content. BR Data may terminate or limit your access to or use of the Site if BR Data determines, in its sole discretion, that you have infringed the copyrights of a third party. You agree that BR Data shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Site or any Content, including Content that you may have Shared.

9. Privacy Policy

We believe in protecting your privacy and the information you provide us. Please click [here](#) to review our current Privacy Policy and read it carefully. It contains important information about how we handle the information you provide to us, and your rights. Our Privacy Policy also governs your use of the Site and is incorporated by this reference into the Terms.

10. Third Party Websites, Links, Contents

The Site provides links to Web sites and access to Content, products and services of third parties, including users, advertisers, affiliates and sponsors of the Site. The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility, or liability on the part of BR Data, any of its successors and assigns, and any of its officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers. We do not verify, endorse, or have any responsibility for any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, even if our logos or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects personal information or other information from you, in no event shall we assume or have any responsibility or liability.

Your correspondence or business dealings with, or participation in promotions of, third party service providers and advertisers found on or through this Site, including payment and delivery of related goods or services and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party service provider or advertiser, as the case may be. You agree that, to the fullest extent permissible pursuant to applicable law, we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party service providers and advertisers this Site.

11. Intellectual Property

BR Data reserves the right to terminate any user's access to the Site where that user infringes upon third-party copyrights. If you believe content posted on the Site infringes your

copyright, please provide our copyright agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Site of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Correspondence to regarding notice of claims of copyright infringement should be sent to our copyright agent _____@BRData.com.

If you believe that any content on the Site violates any of the terms of these Terms, please email us at _____@BRData.com to send us a message about it. All requests must be labeled "Content Removal Request" on the email subject line. We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message. All requests must provide a description of the content or information that you want removed and information reasonably sufficient to permit us to locate the material and include the name and URL (if applicable) of the website, application, or other interactive service. We shall not accept requests via postal mail, telephone, or facsimile. We are not responsible for notices that are not labeled or sent properly, or we may not be able to respond if you do not provide complete information. Please also note that any requests for removal do not ensure complete or comprehensive removal of the content or information from this Site.

13. Disclaimer and Limitation of Liability

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BR DATA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SITE AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE. BR DATA MAKES NO WARRANTY THAT: (A) THE SITE OR CONTENT WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY CONTENT PURCHASED OR OBTAINED BY YOU ON OR THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE SITE IS USED AT YOUR OWN DISCRETION AND RISK. BR DATA SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL BR DATA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS, INCLUDING THOSE SET FORTH IN THIS SECTION 11 DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

14. Miscellaneous

14.1 Choice of Law. These Terms are governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any conflict of law principles.

14.2. Severability. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

14.3. Survival. These Terms of Use constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties. These terms shall survive the expiration, termination or cancellation of the Site and/or these Terms or any determination that these Terms or any portion of these Terms is void or voidable.

14.4. Waiver. The failure of BR Data to exercise or enforce any rights or provisions in these Terms shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable. The balance of the Terms of Use shall not be affected.

CONTACT INFORMATION

If you have any questions regarding these Terms of Use, please contact BR Data at

