



Chameleon Technologies Service Level Agreement

Table of Contents

- 1. Agreement 2
- 2. Services 2
- 3. Subscription portal website (“Portal”)..... 2
- 4. Technical Support 2
- 5. Availability 3
- 6. Service windows 4
- 7. Fees and Payment 5
- 8. Suspension and Termination 5
- 9. Service credits..... 6
- 10. Service Credit request 6
- 11. Service credit exclusions..... 7
- 12. Changes 7
- 13. Security, Integrity and Privacy 7
- 14. Customer Responsibilities and Usage..... 9
- 15. Proprietary Rights and Confidentiality 9
- 16. Service Offerings License 10
- 17. License Restrictions 10
- 18. Marketing 10
- 19. Indemnification..... 10
- 20. Warranties 11
- 21. Limitations of Liability..... 11
- 22. Terms of Use..... 12

1. Agreement

This Hosting Service Level Agreement (“Agreement”) is a contract between the person or entity using the Company’s Services (“Customer”) and Chameleon Technologies, Inc. (“Company”), and applies to Customer’s use of the Company’s Services. By signing up for a Subscription, Customer agrees with and accepts all the terms and conditions contained in this Agreement. The Company may amend this Agreement at any time by posting a revised version on its website.

This Agreement is effective on the date that the Company provided the confirmation of the new Subscription to the Customer, or the date on which the Subscription is renewed, as applicable, and will stay in effect until terminated. It may be reviewed at any point, by mutual agreement.

2. Services

For purposes of this Agreement, the services to be provided by the Company (“Service Offerings”) are those services which Customer requested be supplied by the Company and for which Customer agreed to pay based on Customer’s signing up for a subscription service (“Subscription”).

Service Offerings for subscriptions may include:

- Retrieval of customer’s data from cloud-hosted repositories, per customer instructions
- Secure storage of customer’s data in a client-specific Azure storage solution
- Automatic refreshing of customer’s data per customer selected cadence
- Reporting of customer’s data using customer preferences

To access the Services, a Customer must have a Company account associated with a valid email address and a valid form of payment, configured on the Portal.

3. Subscription portal website (“Portal”)

Customers can use the Subscription portal website (also called the “Portal”) to manage their subscription. The Portal provides a centralized location for managing Customer client licenses, email addresses, credentials, refresh cadences, billing, and other components of a Subscription. Access the Portal at: chameleonbi.com. Customers who sign up for a Subscription will be provided login credentials to the Portal where the Subscription details and billing can be managed.

4. Technical Support

The Company provides Customer with technical support upon initiation of the Customer Subscription. Each Subscription includes a number of Support hours per month. If the Customer

exceeds the number of Support hours given in a month, additional charges may apply. Details and rates can be seen on the Portal site.

The Company's servers are monitored 24 hours per day, 7 days per week, 365 days per year. You can request Support via the support page in the Portal. Support agents will respond in the timeframe defined in the support section of the Portal. Please provide a full description of the problem and Customer's account. Please do not send multiple messages on the same issue.

It is vital that the Customer raises every issue via the Portal. If an issue is not raised in this way, the guaranteed response time does not apply to that issue. If the Company fails to meet a guaranteed response time, the Company will issue a complimentary credit to the Customer to be applied to future billing by the Company. Details in [Section 10: Service Credit request](#).

The Company does not provide support for other web applications, third party software, scripts, or components from third parties or developed by Customer.

When the Customer raises a support issue, the Company promises to respond in a timely fashion. The Company is deemed to have responded when it has replied to the Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

The Company promises to begin a Triage effort within one (1) hour of receiving a support issue during standard working hours (9am — 5.30pm PST) only, unless the Agreement specifically includes provisions for out of hours support. The Support Representative will spend that Triage time working to determine the root cause of the issue and will notify the Customer of progress and provide regular progress reports until the issue is resolved.

The Company will always endeavor to resolve problems as swiftly as possible. We recognize that the client's computer systems are key to its business and that any downtime can cost money. However, the Company is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue) it may take much longer to get back up and running.

In all cases, the Company will make its best efforts to resolve problems as quickly as possible and provide appropriate progress reports to the client.

5. Availability

Service Offerings are defined as the Company's cloud-based services, which perform the automated services that the Customer's Subscriptions specify: pulling data, storing data, updating data, and reporting on data. The Service Offerings offered as part of different

Subscription packages may be different. Please refer to the Subscription Portal <link>¹ for details of the Service Offerings in your Subscription.

Network Availability is defined as the availability of the network components for those Service Offerings to run. The network is dependent upon many layers in the Microsoft Network and Azure Application Gateway to be operational. Interruptions of service due to problems on the Azure cloud are beyond the Company's control and are not included in availability calculations. Interruptions of service caused by denial of service or similar attacks are beyond the Company's control and are not included in availability calculations. Microsoft's Service Level Agreement for the Azure Application Gateway is available on their website here:

https://azure.microsoft.com/en-us/support/legal/sla/application-gateway/v1_1/

Cloud Storage Availability is defined as the Azure Storage account created for the Customer by the Company. Cloud Storage Availability is defined as the Company's ability and the Customer's ability to access that Cloud Storage. Microsoft's Service Level Agreement for the Azure Storage cloud is available on their website here: https://azure.microsoft.com/en-us/support/legal/sla/storage/v1_3/

An **Outage** is defined as the situation when the Customer cannot access their data and reports. This can be caused by an issue with the Company's Service Offerings, Network Availability, or Cloud Storage Availability.

The Company will provide its Service Offerings using Cloud Storage with at least 99.8% availability during each calendar month. If Company does not meet this commitment, the Customer may be eligible to receive a Service Credit as described in [Section 9: Service windows](#)

To guarantee optimal performance of the Service Offerings, the Company will perform maintenance on a routine basis. Such maintenance often requires taking Service Offerings off-line. Company reserves two hours of server unavailability per month for maintenance purposes. This server unavailability is not included in availability calculations. The maintenance typically is performed during off-peak hours. Company will provide Customer with advance notice of maintenance whenever possible. Please note: service windows only impact the refreshes of data, not data availability. Customers will still be able to access their data and run reports.

Routine maintenance will be outside the hours of 10 pm and 4 am Monday thru Sunday as well as between 12 pm and 4 pm on Sunday. Issues that need to be fixed will also occur outside said hours listed. All times are given in Pacific Standard Time (PST).

6. Fees and Payment

Customer will pay Company the applicable fees and charges for use of the Service Offerings as described on the Portal using one of the payment methods supported. All amounts payable by Customer under this Agreement will be paid to Company without setoff or counterclaim, and

without any deduction or withholding. Company may increase or add new fees and charges for any existing Services Customer is using by giving at least 30 days' prior notice.

When the Customer signs up for a Subscription, the **Monthly Subscription Fees** are the total fees paid by the Customer for a Service. The **Subscription Period** is the calendar month in which the Customer is a subscriber for a Service.

The Subscription Period begins on the day when the Monthly Subscription Fees are received and extends for 30 days. If the Customer signs up on March 15th, the Subscription Period is March 15th through April 14th as billed on the 1st of each calendar month. During the Subscription Period, the subscription is Active.

If a payment is missed or a credit card charge is declined, the Company's standard policy is to put the Customer's subscription in a Past Due state and notify the Customer via email immediately. When a subscription is Past Due, refreshes will stop, but reporting and data will still be accessible. Once payment is received, the subscription will become Active again. Company may elect to charge interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all Past Due payments.

Your current **Subscription will auto renew** at the end of your agreed-upon term end date for an additional one-year (12 month) time period, unless other terms have been agreed upon in writing. The Customer may terminate this subscription **auto renewal** process for any reason by providing notice within 30 days to the Company in writing to our account department and within your specific portal environment via our support alias. The Company may terminate this Agreement for any reason by providing Customer at least 30 days' advance notice.

7. Suspension and Termination

If payment is not resolved after 10 days, the subscription will become Suspended. Unless the subscription becomes Active again, the customer's reports and data will be archived, and the Azure storage account closed. If the customer is in Suspended state for more than 30 days, their subscription will automatically be Terminated, and their data archived for 30 days, at which point their data will be purged from the platform.

Company may suspend Customer's right to access or use any portion or all of the Service Offerings immediately upon notice if it is determined:

- a. Customer's use of the Service Offerings poses a security risk to the Service Offerings or any third party, could adversely impact Company systems, the Service Offerings or the systems, could subject Company or any third party to liability, or could be fraudulent;
- b. Customer is in breach of this Agreement;
- c. Customer is in breach of payment obligations under Section 7; or
- d. Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

Service credits below.

The Company's Portal contains sophisticated Data Monitoring Alerts which monitors for any issues in Customer's data and for any **Outages**. The Portal will notify Customer via email when a Monitoring Alert has been generated.

8. Service windows

To guarantee optimal performance of the Service Offerings, the Company will perform maintenance on a routine basis. Such maintenance often requires taking Service Offerings off-line. Company reserves two hours of server unavailability per month for maintenance purposes. This server unavailability is not included in availability calculations. The maintenance typically is performed during off-peak hours. Company will provide Customer with advance notice of maintenance whenever possible. Please note: service windows only impact the refreshes of data, not data availability. Customers will still be able to access their data and run reports.

Routine maintenance will be outside the hours of 10 pm and 4 am Monday thru Sunday as well as between 12 pm and 4 pm on Sunday. Issues that need to be fixed will also occur outside said hours listed. All times are given in Pacific Standard Time (PST).

9. Fees and Payment

Customer will pay Company the applicable fees and charges for use of the Service Offerings as described on the Portal using one of the payment methods supported. All amounts payable by Customer under this Agreement will be paid to Company without setoff or counterclaim, and without any deduction or withholding. Company may increase or add new fees and charges for any existing Services Customer is using by giving at least 30 days' prior notice.

When the Customer signs up for a Subscription, the **Monthly Subscription Fees** are the total fees paid by the Customer for a Service. The **Subscription Period** is the calendar month in which the Customer is a subscriber for a Service.

The Subscription Period begins on the day when the Monthly Subscription Fees are received and extends for 30 days. If the Customer signs up on March 15th, the Subscription Period is March 15th through April 14th as billed on the 1st of each calendar month. During the Subscription Period, the subscription is Active.

If a payment is missed or a credit card charge is declined, the Company's standard policy is to put the Customer's subscription in a Past Due state and notify the Customer via email immediately. When a subscription is Past Due, refreshes will stop, but reporting and data will still be accessible. Once payment is received, the subscription will become Active again. Company may elect to charge interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all Past Due payments.

Your current **Subscription will auto renew** at the end of your agreed-upon term end date for an additional one-year (12 month) time period, unless other terms have been agreed upon in writing. The Customer may terminate this subscription **auto renewal** process for any reason by providing notice within 30 days to the Company in writing to our account department and within your specific portal environment via our support alias. The Company may terminate this Agreement for any reason by providing Customer at least 30 days' advance notice.

10. Suspension and Termination

If payment is not resolved after 10 days, the subscription will become Suspended. Unless the subscription becomes Active again, the customer's reports and data will be archived, and the Azure storage account closed. If the customer is in Suspended state for more than 30 days, their subscription will automatically be Terminated, and their data archived for 30 days, at which point their data will be purged from the platform.

Company may suspend Customer's right to access or use any portion or all of the Service Offerings immediately upon notice if it is determined:

- e. Customer's use of the Service Offerings poses a security risk to the Service Offerings or any third party, could adversely impact Company systems, the Service Offerings or the systems, could subject Company or any third party to liability, or could be fraudulent;
- f. Customer is in breach of this Agreement;
- g. Customer is in breach of payment obligations under Section 7; or
- h. Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

11. Service credits

Service Credits are a percentage of the fee paid to Company for Cloud Storage during the calendar month in which Company did not meet the Availability commitment. The Company will calculate Service Credits based on the pro rata portion of the total fee attributable to Cloud Storage for the applicable month. Service Credit percentages are as follows:

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.8%	5%
Less than 99.0%	10%

Company will apply Service Credits against the Customer's next payment to Company for Cloud Storage. Service Credits will not entitle the Customer to any other refund or payment from Company and may not be transferred or applied to any other account. Service Credits are the

sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide the Cloud Storage.

Credits will not be issued if Customer account is past due, suspended, terminated or pending suspension.

12. Service Credit request

Customer must request a Service Credit by creating a Support issue Hosting – Help with Subscription. Customer must submit a Service Credit request by the end of the second calendar month following that in which Company failed to meet the Availability commitment. For example, if an incident occurred on January 1st, Customer must notify Company by March 31st.

Customer request must include (1) a detailed description of the incident, (2) information regarding the time and duration in which the Cloud Storage was not Available, (3) the number and locations of affected Authorized Users, if available, and (4) descriptions of attempts to resolve the incident at the time of occurrence.

Company will evaluate the claim using all reasonably available information and make a good faith determination of whether Company met its Availability commitment. If Company determines that it did not provide the Cloud Storage within the Availability commitment, then Company will issue the Service Credit during the month following that in which Company confirmed the request. For example, if Company confirms on March 15th that it did not meet its Availability commitment, Company will issue Customer a Service Credit by April 30th.

13. Service credit exclusions

The Availability commitment does not apply to any unavailability of Cloud Storage resulting from:

- a. failure to operate the Software or Cloud Service in accordance with the Documentation;
- b. Company's scheduled maintenance (details available in the Portal <link>)
- c. factors outside of Company's reasonable control, including any force majeure event or Internet access or related problems beyond the router of Company datacenter;
- d. equipment, software or other technology not provided or controlled by Company;
- e. Subscription termination or suspension in accordance with the terms of the Agreement.

14. Changes

The Company may change or discontinue any or all of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. Notification will be sent in advance to impacted Subscribers of any material change to or discontinuation of the Service Offerings.

The Company may change or discontinue any Service Offerings from time to time. For any discontinuation of or material change to an API for a Service, the Company will use

commercially reasonable efforts to continue supporting the previous version of such API for 12 months after the change or discontinuation, except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities.

The Company may change, discontinue or add Service Level Agreements from time to time. Updated Service Level Agreements will be sent in advance to impacted Subscribers.

15. Security, Integrity and Privacy

The Company will implement reasonable and appropriate measures designed to help the Customer secure their data against accidental or unlawful loss, access or disclosure.

The Company will not access or use the Customer's data except as necessary to comply with the law or a binding order of a governmental body. The Company will not disclose customer data to any government or third party except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, the Company will give the Customer notice of any legal requirement or order referred to in this Section. The Company will only use the Customer's Account Information in accordance with the Privacy Policy as outlined in Section 15 (Confidentiality) of this agreement, and the Customer's consent to such usage. The Privacy Policy does not apply to Customer data.

Customer log-in credentials and private keys generated by the Services are for Customer internal use only. Customer will not sell, transfer or sublicense them to any other entity or person, except to Customer agents and subcontractors performing work on Customer behalf.

The Company relies on Microsoft's sophisticated techniques to ensure the integrity of the data on its servers, to prevent data loss in the event of hardware failure. Routine backups are also performed for emergency recovery purposes only. THE COMPANY SHALL NOT RESTORE THE DATA UPON CUSTOMER'S REQUEST.

In the event of data corruption, hardware failure or other data loss, the Company will make reasonable efforts to restore lost or corrupted data from backups. The Company shall not be responsible for lost data or site content. The Company recommends that Customer maintain a local copy of all data uploaded or stored on the Azure Storage account.

The Company values the privacy of its customers. The Company requires that all account holders be 18 years of age or older. Minors are not provided access to any of the Company's services in which any personal data is collected. If the Company becomes aware that any minor has accessed the Company's non-publicly available websites, the account through which a minor has gained access will be terminated.

The Company's websites use on-line order forms for Customers to request services, including contact information and financial information. Customer contact information from the order

forms is used to contact Customer regarding the status of the Customer's account and to send Customer information about the Company's services available. Financial information collected is used solely to bill for account services. The Company's websites also log IP addresses and other user session information to help diagnose problems with the Company's servers, to administer and improve the Company's websites, to facilitate marketing of its products, and to gather broad demographic and statistical information

The Company's websites may use cookies to retain a user's information during logon to the Portal. Customer may opt out of the use of cookies by turning them off in the web browser. However, the use of cookies may be necessary for the use of the Company's Portal.

The Company may release personally identifiable information necessary for the prosecution or defense of any legal claim or right to which the Company is a party. The Company will also release personally identifiable information as required by law.

16. Customer Responsibilities and Usage

Except to the extent caused by our breach of this Agreement, (a) the Customer is responsible for all activities that occur under the Account, regardless of whether the activities are authorized by Customer or undertaken by Customer, Customer employees or a third party (including Customer contractors, agents or End Users), and (b) the Company is not responsible for unauthorized access to Customer accounts.

Customer may obtain User Accounts for any persons that Customer authorizes to use the Service for its business, including, but not limited to, Customer's employees and contractors. However, Customer may not sublicense, resell or supply the Service for use in any other organization, entity, business, or enterprise without Company's prior written consent.

Customer is initially authorized to permit use by the number of User Accounts listed in the Pricing Schedule. Customer may add to the number of User Accounts by updating their subscription on the Portal.

17. Proprietary Rights and Confidentiality

Company obtains no ownership rights under this Agreement to Customer data. Customer gives explicit permission for the Company to access their data on their behalf. Customer consents to Company's use of Customer data to provide the Service Offerings to Customer and any End Users identified by the Customer.

All Customer Data will remain the sole property of Customer or such Users to the full extent provided by law. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Company will not use the Customer Data for any purpose other than to provide the Service to Customer and for statistical reporting or analytical purposes. Company may aggregate, use, disclose, distribute, and publish anonymous statistical or analytical User data regarding use and functioning of its

system by its various Users or regarding Users. Such statistical or analytical data will be the sole exclusive property of Company.

Each party agrees (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third party; (b) not to use the Confidential Information of the other party or a third party except to the extent reasonably necessary to perform its obligations or exercise its rights hereunder; (c) to protect the confidentiality of such Confidential Information as it protects its own Confidential Information (but in any event with no less than a reasonable degree of care); and (d) to make Confidential Information available to its own employees, consultants and contractors only on a need-to-know basis and only provided such employees, consultants or contractors are under a binding obligation of confidentiality with respect thereto. Confidential Information shall not include information which (w) is known publicly; (x) is generally known in the industry before its disclosure to recipient hereunder; (y) has become known publicly, without fault of the recipient, subsequent to its disclosure by the disclosing party; or (z) becomes known to the recipient from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. Notwithstanding the foregoing, this Section shall not prohibit the disclosure of Confidential Information, (a) to the extent that such disclosure is permitted or required by law or order of a court or other governmental authority or regulation, or (b) in connection with a claim between the parties under the Agreement.

18. Service Offerings License

The Company owns all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, the Company grants the Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely in accordance with this Agreement. Customer obtains no rights under this Agreement from Company to the Service Offerings, including any related intellectual property rights.

19. License Restrictions

Neither the Customer nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither the Customer nor any End User will, or will attempt to modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings, reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service, access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or resell or sublicense the Service Offerings.

20. Marketing

Each party may use the other party's name, trade name, trademarks, icons, and logos (collectively, the "Brands") to refer publicly to the other, orally and in writing, as a customer/vendor of the other solely in connection with the Services and only during the Term. Any other use of a party's Brands requires such party's prior written consent.

21. Indemnification

Customer will defend, indemnify, and hold harmless Company and its employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning:

- a. Customer or any End Users' use of the Service Offerings (including any activities under Customer's Azure account and use by Customer's employees and personnel);
- b. Breach of this Agreement or violation of applicable law by Customer, End Users or Customer data;
- c. A dispute between Customer and any End User.

Customer will reimburse Company for reasonable attorneys' fees, as well as Company's employees' and contractors' time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at Company's then-current hourly rates.

22. Warranties

Limited warranty.

- Online Services. The Company warrants that the Online Services will meet the terms of the SLA during the Term. The Customer's only remedies for breach of this warranty are those in the SLA.
- Software. The Company warrants for one year from the date the Customer first uses the Subscription that it will perform substantially as described in the applicable user documentation. If the Subscription fails to meet this warranty the Company will, at the Company's option and as the Customer's exclusive remedy, refund the first month of the Subscription price paid for the Subscription.

Limited warranty exclusions. This limited warranty is subject to the following limitations:

- any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;
- this limited warranty does not cover problems caused by accident, abuse or use of the Subscription in a manner inconsistent with this agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;
- this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and
- this limited warranty does not apply to Previews or Limited Offerings.

DISCLAIMER. Other than this warranty, the Company provides no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.

23. Limitations of Liability

COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, COMPANY WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) COMPANY DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY CUSTOMER CONTENT OR DATA. IN ANY CASE, COMPANY AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CUSTOMER ACTUALLY PAYS COMPANY UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

24. Terms of Use

CUSTOMER ACKNOWLEDGES AND AGREES THAT IT (OR AS APPLICABLE HE OR SHE) HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE (AS MAY BE UPDATED FROM TIME TO TIME) POSTED AT <PORTAL> OR ARE OTHERWISE SUPPLIED TO CUSTOMER, WHICH TERMS OF SERVICE ARE INCORPORATED HEREIN BY REFERENCE AND INCLUDE CERTAIN LEGAL TERMS. ANY REFERENCE IN THIS DOCUMENT TO THE AGREEMENT INCLUDES THE TERMS OF SERVICE.