

Please review the following information regarding BCG's product security and confidentiality terms and conditions.

Security. BCG will take commercially reasonable measures to protect Client's data, which measures will be no less than the measures BCG takes to protect its own data. However, despite BCG's and Client's security measures, BCG cannot and does not guarantee the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to the Internet or that any such security measures will be adequate or sufficient. BCG will not be liable for any loss of Client's data, delay in service, or any other failure to perform beyond BCG's reasonable control; or for loss or damage to Client's data that results from Client's breach of this Subscription Agreement.

Confidentiality. "Confidential Information" of BCG means the Materials (including without limitation, processes and techniques utilized in the Materials). Client's "Confidential Information" means information that Client has provided to BCG and that Client has labelled "confidential" or "proprietary;" provided that Client's "Confidential Information" does not include information that: (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of BCG; (b) is known by BCG at the time of disclosure and is not subject to restriction on disclosure; (c) is independently developed or learned by BCG without the use of any of Client's Confidential Information. Each party agrees to keep any such confidential information of the other party confidential until such information becomes generally available to the public without the receiving party or its employees or agents breaching their confidentiality obligations hereunder. Each party will exercise at least the same degree of care to protect the other's confidential information as it would exercise in protecting its own, but not less than reasonable care.

Please also refer to your Client Agreement and/or Data Processing Agreement (DPA) which supersede this.