

CUSTOMER DATA & PRIVACY.

1. Use of Customer Data. Unless it receives Customer's prior written consent, TDS: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System (Pro Vision AR Application); and (b) shall not intentionally grant any third party access to Customer Data, including without limitation TDS's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, TDS may disclose Customer Data as required by applicable law or by proper legal or governmental authority. TDS shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
2. Data Security Audits. TDS represents that, as of the Effective Date, it retains a certified public accounting firm to perform an annual audit of the System's data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"), or such other report as AICPA may promulgate to replace SOC 2 Type II. Reasonably promptly after Customer's request, TDS shall provide a copy of its most recent such report, provided such report will be TDS's Confidential Information pursuant to Article 7 below. If TDS ceases the auditing referenced in this Section 4.2, it shall inform Customer in writing reasonably promptly and in any case no later than 1 year following TDS's receipt of the last audit report.
3. Privacy Policy. The Privacy Policy applies only to the Application and does not apply to any third party website or service linked to the System or recommended or referred to through the Application or by TDS's staff.
4. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. TDS offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
5. Data Accuracy. TDS shall have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Users.
6. Data Deletion. TDS may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more.

7. Excluded Data. Customer represents and warrants that Customer Data does not and will not include, and Customer has not and shall not upload or transmit to TDS's computers or other media, any data ("Excluded Data") regulated pursuant to _____ (the "Excluded Data Laws"). CUSTOMER RECOGNIZES AND AGREES THAT: (a) TDS HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) TDS'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

8. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 4, TDS may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. ("Aggregate Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users.)