

CDX Services Terms and Conditions of Use

This CDX Services Terms and Conditions of Use agreement (“Agreement”) is made by and between Compensation Data Exchange, LLC (“CDX,” “Us,” “We” or “Our”), and you (“you” or “your,”). For the avoidance of doubt, you includes each Authorized User (as defined herein). This Agreement contains the terms and conditions that govern your use of the CDX website and the compensation data exchange services offered by CDX including without limitation any FTP services (collectively and independently, the website and the compensation data exchange services being the “Services”). CDX is owned by participating state independent rating and data collection organizations (“Participating DCOs”). This Agreement does not govern the use of the Services by the Participating DCOs.

BY ACCESSING, VISITING, BROWSING, USING, DOWNLOADING OR ATTEMPTING TO INTERACT WITH ANY PART OF THE SERVICES, INCLUDING WITHOUT LIMITATION THE SERVICE’S FORMS OR OTHERWISE, YOU AGREE, ON BEHALF OF YOURSELF AND ANY ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT (SUCH ENTITY ALSO BEING INCLUDED IN THE TERMS “YOU,” OR “YOUR” REFERRED TO ABOVE) THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SERVICES.

WITHIN THE SERVICES YOU MAY BE PRESENTED WITH ADDITIONAL TERMS AND CONDITIONS THAT YOU MUST ACCEPT TO USE CERTAIN FEATURES OR BE GIVEN ACCESS TO CERTAIN CONTENT. YOU AGREE YOU ARE BOUND BY AND SHALL ABIDE BY SUCH ADDITIONAL TERMS AND CONDITIONS IF YOU VISIT OR USE THE SITES, PAGES, CONTENT OR SERVICES, TO WHICH THEY APPLY. YOU ALSO AGREE TO BE FULLY BOUND BY ANY TERMS AND CONDITIONS OF USE ESTABLISHED BY ANY PARTICIPATING DCO TO THE EXTENT YOU USE ANY OF THE SERVICES OR CONTENT IN DEALINGS WITH THAT PARTICIPATING DCO (COLLECTIVELY “DCO RESTRICTIONS”). YOU ARE BOUND BY THESE DCO RESTRICTIONS WHETHER OR NOT THEY ARE POSTED ON OR ACCESSIBLE THROUGH THESE SERVICES AND YOU AGREE THAT YOU HAVE THE AFFIRMATIVE DUTY OF CONTACTING EACH PARTICIPATING DCO AND DETERMINING THE DCO RESTRICTIONS IMPLEMENTED BY THAT PARTICIPATING DCO.

CDX RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN CDX’ SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE HYPER-LINKS FOR THIS AGREEMENT LOCATED AT THE BOTTOM AND WITHIN VARIOUS PAGES ON THE CDX WEBSITE INCLUDING WITHOUT LIMITATION ITS MAIN LANDING

PAGE.

1. SERVICES OFFERED TO AUTHORIZED USERS

Without limiting other services that CDX does or may offer, CDX offers the following as a part of the Services: (a) an Internet based portal for the submission or retrieval of data between an Authorized Insurer and one of the Participating DCOs; and (b) access to the Content made available through the Services by an Authorized User designated by an Authorized Insurer. An Authorized User is a person or entity designated by an Authorized Insurer's User Management Group Primary Administrator to access the Services, which access is subject to additional limitations as may have been imposed by that User Management Group Primary Administrator. An Authorized Insurer is a licensed workers' compensation insurer or a group of insurers under common control that (a) is a member of one of the Participating DCOs; (b) has submitted a User Management Group Primary Administrator Application to the CDX Central Administrator; (c) has agreed to be bound by the Terms and Conditions set forth in the User Management Group Primary Administrator Application which reference and incorporate this Agreement; and (d) has had its User Management Group Primary Administrator Application accepted by CDX. If you are accessing the Services, you are warranting that you are an Authorized User, that your access has been authorized by a User Management Group Primary Administrator and that you are in full compliance with all limitations imposed on your access by your applicable User Management Group Primary Administrator and this Agreement.

The Services are a self-administered service offered to Authorized Insurers. Each Authorized Insurer is required to designate a User Management Group (UMG) Primary Administrator. This UMG Primary Administrator is solely responsible for the following activities: (a) establishing, controlling and maintaining authorized access to the Services; (b) creating and maintaining accounts for the Authorized Users; and (c) assessing and responding to all security issues and breaches for its Authorized Insurer's Authorized Users. Each Authorized Insurer is solely responsible to ensure that the data transmitted to a Participating DCO using the Services is received by the intended recipient. Each Authorized Insurer also assumes all responsibility for breaches of privacy arising from the misuse of this access.

2. ACCESS TO THE SERVICES

To access the Services or some of the resources it offers, you may be asked to provide certain information such as your contact information and other credentials including those requested in providing the User Management Group Primary Administrator Application. It is a condition of your use of the Services that all the information you provide through or in relation to the Services or otherwise to CDX is correct, current, and complete. If CDX believes the information you provide is not correct, current, or complete, CDX has the right to refuse you access to the Services or any of its resources, to terminate or suspend your access to the Services at any time, and otherwise decline to provide you with CDX products, services, and information.

Authorized Users will be issued a confidential User ID and password or other login credentials by the User Management Group Primary Administrator allowing such individuals to access information and documents available on restricted areas of the Services, and to send and receive data to or from a Participating DCO. In accessing the Services, you agree that you will not: (a) tell others your password, User ID, or other login credentials; and (b) attempt to, or cause others to attempt to, log in more than once at the same time under the same password, User ID or other Authorized User credential without specific permission from their User Management Group Primary Administrator. CDX may require Authorized Users to change their confidential User ID, password or other login credentials at any time.

To the extent access to portions of the Services is limited to CDX members or subscribers, you shall have no right to enter, view, download, copy or print except as specifically allowed by the membership or subscriber or guest rights specifically granted to you by CDX or your User Management Group Primary Administrator.

To the extent that CDX offers a single sign on opportunity to sign into the Services and thereby use that single sign on to access other websites or services not provided by CDX, you agree that CDX is in no way liable or responsible for your use of the single sign on opportunity, its functionality or lack thereof, any disruption or discontinuance of its operation, its malfunction, or any security issue associated therewith.

3. RESTRICTIONS ON USE

You may use the Services for purposes expressly permitted in this Agreement. The Services are for use solely by an Authorized User in transactions with one of the Participating DCOs; (b) the Content may be used solely for purposes related to the Services utilized by an Authorized User; and (c) the Content and Services may not be modified or altered in any way. As a condition of your use of the Services, you warrant to CDX that you are an Authorized User and that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, you may not (and may not authorize any party to) (i) co-brand the Services or its Content, or (ii) frame the Services or its Content, without the express prior written permission of an authorized representative of CDX. For purposes of this Agreement, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Services or Content accessible within the Services. You agree to cooperate with CDX in causing any unauthorized co-branding or framing immediately to cease. In addition, you may not use the Services in any manner which could disable, overburden, damage, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided for through the Services. You may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Services without our express permission. You shall promptly notify your User Management Group Primary

Administrator of any known or suspected violation of these rules or threat to the Services or its security.

4. ADDITIONAL USE LIMITATION

Except as expressly allowed in this Agreement, you may not modify, copy, translate, decompile, disassemble, reverse engineer, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell, or delete or change the Services, including without limitation the Content, or copyright, trademark, or other proprietary notice on the Services. CDX requires these limitations to protect the integrity of its Services and the Participating DCOs.

5. PROPRIETARY INFORMATION

How the receiving Participating DCO uses the data and what proprietary rights or contractual restrictions an Authorized Insurer and the Participating DCO might put into place are governed by the laws of the state in which the Participating DCO operates, by any rules of the Participating DCO or separate agreement(s) between the Participating DCO and an Authorized Insurer. Each Authorized Insurer should contact the individual Participating DCO with respect to issues related to the handling, processing and use of the data by that Participating DCO and compliance with any applicable laws governing data privacy. CDX is not responsible for ensuring that the data transmitted to a carrier using the Services is received by the intended recipient.

Except for data transmitted by an Authorized User to a Participating DCO:

All right, title and interest (including without limitation all copyrights, trademarks and associated goodwill, trade secrets, patent rights and other intellectual property rights) in and to the Services including without limitation the material and content accessible from the Services, including without limitation all text, video, audio, streaming content, graphics, images, photographs and other perceivable media, as well as documents and information downloadable from the Services (the "Content") is the proprietary information of CDX or the party that provided or licensed the Content to CDX, whereby such providing party retains all right, title, and interest in the Content subject to the license grants to CDX. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, displayed, performed, or transmitted in any way without the prior written consent of CDX. Modification or use of the Content except as expressly provided in this Agreement violates CDX' intellectual property rights and/or the intellectual property rights of others. Neither title nor intellectual property rights in and to the Services or its Content are transferred to you by access to the Services.

6. HYPER-LINKS

The Services may be hyper-linked to other websites which are not maintained by, or related to, CDX. Hyper-links to such websites are provided as a service to users and are not sponsored by or affiliated with the Services or CDX. CDX has not reviewed any or all of such websites and is not responsible for the content of those websites. CDX is not responsible for webcasting, streaming, downloads, or any other form of transmission received from any hyper-linked website. Hyper-links are to be accessed at the user's own risk, and CDX makes no representations or warranties about the content, completeness, or accuracy of these hyper-links or the websites hyper-linked to the Services. CDX provides hyper-links as a convenience, and the inclusion of any hyper-link to a third-party website does not necessarily imply endorsement by CDX of that website or any association with its operators.

7. FEEDBACK

You hereby grant to CDX the royalty-free, perpetual, irrevocable, worldwide, sublicensable through multiple levels, transferrable, non-exclusive right and license to use, reproduce, make, modify, adapt, publish, translate, broadcast, create derivative works from, distribute, offer to sell, sell, import, perform, and display all suggestions, feedback, and other improvements you provide to CDX related to the Services (collectively "Feedback"). You hereby waive in perpetuity all so-called "moral rights," rights of integrity, rights of paternity, rights of disclosure, rights of withdrawal, rights of attribution, rights to prevent attribution in the event of a distortion, mutilation, or modification, and all such analogous rights in or related to any Feedback. You represent and warrant that you have all the rights and permissions necessary to grant the above license, including without limitation any necessary licenses, waivers, or assignments of copyrights, patents, trademarks trade secrets, or other intellectual property rights, publicity rights, and privacy rights. CDX will not be required to treat any Feedback as confidential, and may use any Feedback to the full extent of its license without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future CDX products, services or other business operations.

8. DISCLAIMER

YOU UNDERSTAND THAT CDX CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES, INCLUDING WITHOUT LIMITATION CONTENT, AVAILABLE FOR DOWNLOADING FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SERVICES FOR ANY RECONSTRUCTION OF ANY LOST DATA. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR

LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. CDX HAS NO RESPONSIBILITY WHATSOEVER TO AN AUTHORIZED INSURER REGARDING WHETHER THE DATA SUBMITTED BY AN AUTHORIZED INSURER IS COMPLIANT WITH OR OTHERWISE SATISFIES ITS OBLIGATIONS UNDER APPLICABLE LAW OR OTHER REQUIREMENTS TO TIMELY REPORT DATA TO A PARTICIPATING DCO.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT, ANY INFORMATION OR OTHER COMMUNICATIONS SENT TO YOU AS A RESULT OF YOUR INTERACTION WITH THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CDX DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT REGARDING OR RELATING IN ANY WAY TO THE SERVICES. CDX DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES RELATED CONTENT OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CDX MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE TIMELINESS, SUITABILITY, COMPLETENESS OR ACCURACY OF ANY OF THE SERVICES INCLUDING WITHOUT LIMITATION ANY CONTENT, AND CDX DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES, INCLUDING WITHOUT LIMITATION THE CONTENT, IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CDX MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. ALL SERVICES INCLUDING WITHOUT LIMITATION ALL CONTENT ARE PROVIDED BY CDX UTILIZING RESOURCES, WHICH CDX BELIEVES TO BE RELIABLE AND ACCURATE; HOWEVER, CDX DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT ALL OF THE INFORMATION CONTAINED WITHIN THE SERVICES HAS BEEN PROPERLY REPORTED, DOCUMENTED OR UPDATED NOR IS THERE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE INFORMATION REFLECTS CHANGES IN APPLICABLE LAW. CDX AND/OR ITS SOURCES OF DATA OR SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES AT ANY TIME.

CDX MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER RELATED TO ANY SERVICE OR CONTENT ON BEHALF OF ANY PARTICIPATING DCO.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES INCLUDING WITHOUT LIMITATION OF IMPLIED WARRANTIES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. LIMITATION ON LIABILITY

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, CDX, ITS SUBSIDIARIES, AFFILIATES, PARTICIPATING DCOs, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS OF PARTICIPATING DCOs, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OWNERS, MEMBERS, SHAREHOLDERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, REGARDING OR RELATING IN ANY WAY TO THE SERVICES, EVEN IF CDX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF CDX AND ITS SUBSIDIARIES, AFFILIATES, PARTICIPATING DCOs, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OWNERS, MEMBERS, SHAREHOLDERS, OFFICERS, AND DIRECTORS REGARDING OR RELATING IN ANY WAY TO THE SERVICES TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE MINIMUM AMOUNT ALLOWED BY LAW IF A TOTAL DISCLAIMER OF ALL LIABILITY IS NOT ALLOWED.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES TO PERSONAL OR PROPERTY DAMAGE, OR DAMAGES CAUSED BY THE NEGLIGENT OR WILLFUL ACTIONS OF CDX. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. TERMINATION OR RESTRICTION OF ACCESS

CDX reserves the right, in its sole discretion, to suspend or terminate your, and any Authorized User's, access to the Services or any portion thereof and the related services or any portion thereof at any time, without notice. Unless a suspension or termination is necessitated to protect CDX from an immediate threat to the security or integrity of its system, a suspension or termination may not be initiated without the approval of an Authorizing DCO. Each Participating DCO is an "Authorizing DCO" with respect to any Authorized User that is so designated by the User Management Group Primary Administrator for an Authorized Insurer that maintains a membership in the DCO. Each Authorizing DCO also has the right to terminate any service provided to you through the Services under standards established by that entity. You agree that any termination of your access to the Services under any provision of these terms may be effected without prior notice, and acknowledge and agree that, subject to any required Participating DCO approval, CDX may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the

Services. Further, you agree that CDX shall not be liable to you or any third party for any termination of your access to the Services.

11. INDEMNITY

You will defend, indemnify, and hold CDX, its subsidiaries, affiliates, Participating DCOs, employees, agents, officers and directors of Participating DCOs, licensors, licensees, content providers, service providers, employees, agents, owners, members, shareholders, officers, directors, and contractors (the “Indemnified Parties”) harmless from any breach of this Agreement by you, including without limitation any use of Content or other Services other than as expressly authorized in this Agreement and any claim or damage of any type regarding or relating to your Feedback, such indemnification including without limitation any and all resulting loss, damages, judgments, awards, costs, fines, expenses, and attorney's fees (including without limitation for the cost of defense) (collectively “Losses”) of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Services including without limitation the Content, such indemnification including without limitation all resulting Losses.

12. TRADEMARKS AND COPYRIGHTS

Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of CDX or the party that provided the trademarks, services marks, logos, and copyrighted works to CDX. CDX and any party that provided trademarks, service marks, logos, and copyrighted works to CDX retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services.

All Content of Services owned by CDX is: Copyright © 2020 Compensation Data Exchange, LLC, All rights reserved, unless otherwise noted.

13. SECURITY

Any passwords or other login credentials used for the Services, if any, are for individual use only and the use of your credentials, whether by you or others, to log into access restricted areas of the Services for use or viewing of the Content by individuals other than you is strictly prohibited. You will be responsible for the security of your password and other login credentials (if any). CDX will be entitled to monitor your logins and credentials and, at its discretion, require you to change your password or other login credentials. If you use a password that CDX considers insecure, CDX will be entitled to require the password to be changed or CDX may suspend or terminate your account.

You are prohibited from using any services or facilities provided in connection with the Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become

involved in any violation of system security, CDX reserves the right to release your details to law enforcement and system administrators at other websites in order to assist them in resolving security incidents. CDX reserves the right to investigate suspected violations of these Terms of Use.

CDX may use and disclose information about you in special instances when we have reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with our rights or property, other Services visitors, or anyone else. We may disclose such information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend CDX's legal rights, to protect your vital interests or those of any other third party, and when CDX otherwise believes in good faith that any applicable law requires it.

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS CDX FROM ANY CLAIMS RESULTING FROM ANY OF THE AFOREMENTIONED ACTIONS TAKEN BY CDX.

14. MISCELLANEOUS

This Agreement and any related dispute between the parties will be governed and interpreted pursuant to the laws of the state of Minnesota excluding any principles of conflicts of law. You specifically consent to personal jurisdiction in Minnesota in connection with any dispute between you and CDX arising out of or relating to this Agreement or pertaining to the subject matter hereof. The parties to this Agreement each agree that the exclusive venue for any dispute between the parties arising out of or relating this Agreement or pertaining to the subject matter hereof will be in the state and federal courts located in Hennepin County, Minnesota.

In accessing or using any of the Services or Content provided by CDX hereunder, you agree to conduct yourself in full compliance with all state and federal law applicable to user, including without limitation laws related to data privacy and security, antitrust and noncompetition, market conduct and data reporting.

If any part of this Agreement is unlawful, void, or unenforceable, that part shall be modified by a court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and if not so modifiable, that part will be deemed severable, and will not affect the validity and enforceability of any remaining provisions.

CDX may assign or otherwise convey any of its rights and obligations under this Agreement, but you may not. All of the terms and conditions of this agreement shall inure and be binding upon any party's permitted successors and assigns.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CDX as a result of this agreement or use of the Services.

This Agreement constitutes the entire agreement among the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and CDX with respect to the subject matter of this Agreement.

Notwithstanding the foregoing, any additional terms and conditions on the Services will govern the items to which they pertain.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

The failure by CDX at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default us will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

This Agreement may contain typographical errors or other errors or inaccuracies and may not be correct or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update this Agreement at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

CDX may revise these Terms of Use at any time by updating this posting.

Last Modified: September 1, 2020