

Our Commitment to the Confidentiality of Your Google Analytics Data

This Confidentiality Agreement (the "Agreement") is between Magnifirm (providing the custom reporting and reporting infrastructure) and your firm ("you, your") for the purpose of preventing the unauthorized disclosure of your Confidential Information.

You and we agree to enter into a confidential relationship with respect to the disclosure of your proprietary and confidential information ("Confidential Information").

<u>Google Analytics Data Usage Policy.</u> For purposes of this Agreement, "Confidential Information" refers to the data from your Google Analytics Account about anonymous users of your website. We are committed to following Google's best practices for interacting with your data.

<u>Our Promise to You.</u> We promise to hold and maintain your Confidential Information in strictest confidence. We will not without your consent use for our benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of you, any of your Confidential Information.

<u>Your Consent</u>. You authorize us to access your Google Analytics account and our authorisation can be discontinued at any time by your removing our reporting account through the Google Analytics user management interface. Access is authorised for the purpose of providing your custom Google Analytics reporting, to assist Mondaq in providing account support if you are a Mondaq client, and for compiling anonymous industry averages for benchmarking purposes.

This Agreement will survive its termination and our duty to hold your Confidential Information in confidence will remain in effect.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of you and us.

This Agreement expresses the complete understanding between you and us with respect to your Confidential Information and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by you and us.

This Agreement and our obligations are binding on the representatives, assigns, and successors of Magnifirm.