

# Terms and Conditions

**1. Agreement.** These Terms and Conditions comprise the agreement between each person or entity accessing or viewing this website or the materials contained therein (the "Customer") and Everest Global, Inc., and its divisions and affiliates, including Everest Research Institute (jointly, "Everest Research Institute") regarding the review or use by Customer of any Everest Materials, as defined below, or any other content of this website (the "Agreement").

**2. Everest Materials.** "Everest Materials" means any forms, templates, research, reports, data, articles, white papers, or other materials or information contained on this website or provided by Everest Research Institute pursuant to this Agreement. Everest Research Institute hereby grants Customer a non-exclusive, non-transferable right and license to use, modify, copy, distribute and display all or any portion of the Everest Materials for business purposes only (but not to re-sell or sub-license all or any portion thereof) provided that, if the Everest Materials are distributed or displayed, Everest Research Institute shall be properly attributed as the source of the Materials. The ownership of and the copyright to the Everest Materials shall remain vested in Everest Research Institute. Unless otherwise expressly agreed in writing between the parties, Everest Research Institute is under no obligation to update or revise the Everest Materials.

**3. Financial Terms.** In consideration for the Everest Materials specified in Customer's order, Customer agrees to pay Everest Research Institute the fees and costs specified in such order. All amounts are due at the time of the order.

## **4. Confidential and Proprietary Information.**

4.1 Customer expressly acknowledges that on this website Everest Research Institute may disclose to Customer confidential information relating to its business, including, but not limited to, pricing, financial information, methodologies, and procedures ("Confidential Information"). Confidential Information does not include information that (i) is already known to the receiving party prior to disclosure, (ii) is rightfully received from a third party not in breach of any obligation of confidentiality; (iii) becomes publicly available through no fault of the receiving party, (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information, or (v) is required to be disclosed pursuant to law, provided the receiving party provides reasonable advance notice to the disclosing party and provides reasonable cooperation to limit disclosure.

4.2 Customer agrees not to allow any such Confidential Information or data to be disclosed or reproduced except as authorized under this Agreement.

4.3 Customer, including all of Customer's agents and employees, agrees to maintain all Confidential Information in strict confidence using means that are at least as strict as those used by Customer to protect Customer's own confidential data.

**5. Copyright Notice.** Customer agrees not to remove and shall reproduce and include all copyright notices or confidential or proprietary legends in and on all copies of Everest Materials. Any printed reference to the Everest Materials or extracts thereof must include the following notice (or such notice as stipulated from time to time by Everest Research Institute in writing) with (YEAR) being the year of the reference material's publication: Copyright © (YEAR), Everest Global, Inc. All rights reserved.

**6. WARRANTY DISCLAIMER.** All decision-making authority regarding any use of the Everest Materials will remain with Customer, and Everest Research Institute cannot guarantee the results of any Customer decisions. **EVEREST RESEARCH INSTITUTE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EVEREST MATERIALS AND ANY OTHER CONTENTS OF THIS WEBSITE.**

**7. Limitation of Liability.** The total liability of Everest Research Institute relating to this Agreement, the Everest Materials, and this website shall be limited to the amount paid pursuant to Customer's order. In no event shall Everest Research Institute be liable for any indirect, special, incidental, punitive or consequential damages even it has been advised of such damages.

**8. No Legal Advice.** The Everest Materials and this website are not intended to provide, and do not contain, any legal advice. Customer should seek the advice of Customer's attorneys if Customer requires any legal advice. Customer agrees that Customer will not construe, interpret or treat any aspect of the Everest Materials or this website as providing or offering any legal advice, legal opinions, or legal consulting. Customer agrees that Customer will consult a licensed attorney at law if Customer is in need of any legal advice or opinions.

**9. General Terms.** The parties agree that the following general terms apply to this Agreement:

**9.1 Force Majeure.** The performance of each party, other than the payment of money owed, shall be excused in the event of war, riot, flooding or any cause beyond the party's reasonable control for the period in which such force majeure prevents performance.

**9.2 Governing Law.** The laws of Texas shall govern this Agreement, without regard to its conflict of law principles. Customer agrees to submit to the jurisdiction of the applicable state and federal courts located in the Northern District of Texas as to any disputes or litigation arising from or relating to this Agreement or this website, and Customer agrees that such courts shall have exclusive jurisdiction as to any such disputes or litigation.

**9.3 Invalid Provisions.** No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of the Agreement and no waiver shall be effective unless made in writing.

**9.4 Notices.** All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile, (ii) on the date it was delivered by courier, or (iii) if by certified mail return receipt requested, on the date received, to Everest Global, Inc. at Two Galleria Tower, 13455 Noel Road, Suite 2100, Dallas, TX 75240 or to Customer at the address set forth in the order.

**9.5 Entire Agreement and Amendments.** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. This Agreement is confidential and not for distribution.

**10. Term and Termination.** This Agreement shall continue in effect until completion of the obligations listed herein and in the Customer's order. Either party may terminate for breach upon thirty (30) days' written notice specifying the nature of the breach if the breach is not cured within the thirty (30) day notice period. Either party may terminate without cause upon sixty (60) days' written notice, or immediately upon written notice if a party files for bankruptcy. The obligations herein that by intent or meaning have validity beyond completion of the services, including but not limited to, Sections 2, 4, 5, 6, 7, 8, 9 and any payment obligations, shall survive the termination of the Agreement.