General Subscription Terms & Conditions

Introduction

These general terms and conditions apply to the access and use by a business customer ("Customer") of the data, information, and editorial content ("Licensed Materials") contained in Intratec subscription-based products ("Products") specified in an Order Form agreed by Intratec and the Customer ("Order Form"), attached hereto and incorporated herein, along with the following documents (hereinafter collectively referred to as "Agreement"):

* Intratec's Standard Subscription License Terms or Intratec's Non-Standard Subscription License Terms (if applicable); and
* Intratec's Refund Policy.

Subject to this Agreement, Intratec grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license, identified in the Order Form and described in Standard Subscription License Terms, to permit the Customer to access and use internally Intratec's Licensed Materials identified in the Order Form. The subscription plan type, plan coverage, expiration date, delivery method, number of authorized users, plan features, license type are identified in the Order Form.

By accessing the Products Customer accepts and agrees to be bound by this Agreement.

This document is part of Intratec Product-Related Documents.

Glossary

In these general terms and conditions:

"Business" means: any legal entity engaged in commercial, professional, charitable, or industrial activities. This includes both for-profit and nonprofit entities, such as corporations, partnerships, limited liability companies, trusts, foundations, and other organizations that operate to achieve specific goals or missions.

"Authorized User" means: employees of Customer who are allowed to access Licensed Materials as set forth in the License Terms and/or Order Form. Authorized Users can access Licensed Materials exclusively through business emails, having the same email domain associated with Customer.

Customer is responsible for ensuring compliance by the respective Authorized Users with this Agreement, assuming full liability and responsibility for the acts and omissions of its Authorized Users and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Licensed Materials.

"Unauthorized" in relation to a person means any person other than a Customer or an Authorized User.

"Derived Content" means materials created by or on behalf of the Customer, incorporating the Licensed Materials in combination with other information and/or data.

“Fees” means the money owed to Intratec for Products described in the Order Form, stated in the associated invoice. Fees are exclusive of taxes, which will be charged separately to the Customer.

Licensed Materials

CONTENT & DATA

Data, information, analyses and/or models presented in the Licensed Materials (‘Intratec Information”) are prepared on the basis of publicly available information and non-confidential information disclosed by third parties. Third parties, including, but not limited to technology licensors, governmental agencies, statistics bureaus or international agencies, may have provided some of the information on which the analyses or data are based.

The analyses presented in the Licensed Materials are developed independently by Intratec and, as such, are the opinion of Intratec and do not represent the point of view of any third parties nor imply in any way that they have been approved or otherwise authorized by third parties.

Intratec conducts analyses and prepares Licensed Materials for Customers and Authorized Users in conformance with generally accepted professional standards. Changes in factors upon which information, data and/or analyses presented in the Licensed Materials are based could affect the respective information, data and/or analyses. Unforeseeable events or combinations of unforeseeable events, such as actions of marketplace participants, third parties and governments, make forecasts presented in the Licensed Materials inherently uncertain.

Although the statements in the Licensed Materials are derived from or based on several sources that Intratec believe to be reliable, Intratec does not guarantee their accuracy, reliability, or quality; any such information, or resulting analyses, may be incomplete, inaccurate, or condensed. All information, data and estimates included in the Licensed Materials are subject to change (e.g. data corrections, data series replacements), discontinuation and/or removal without notice. The Licensed Materials are for informational purposes only and are not intended to or should not be construed as advice or recommendations of any nature whatsoever.

Customer or Authorized User agrees that, without prior written consent from Intratec, it will not claim, directly or indirectly, that Intratec Licensed Materials have been approved or endorsed by any other parties. In no event shall Intratec, its employees, representatives, resellers or distributors be liable to Customer, Authorized User or any other person or entity for any direct, indirect, special, exemplary, punitive, or consequential damages, including lost profits, based on breach of warranty, contract, negligence, strict liability or otherwise, arising from the use of Licensed Materials, whether or not they or it had any knowledge, actual or constructive, that such damages might be incurred.

FEES & CHARGES

Customer shall pay all fees and charges stated in the invoice associated with the Order Form attached hereto, in United States Dollars (unless specified otherwise in the Order Form) plus all applicable taxes, including, but not limited to, value-added, sales, use and similar taxes. Access to Products and Licensed Materials will be granted only upon payment confirmation.

DELIVERY & ACCESS

Customer may access Intratec Information by the methods stated in the applicable Order Form, and only in accordance with the limitations and restrictions set forth in this Agreement.

Accounts are for the personal use of the individual to whom they are issued and may not be made available to others for the purpose of accessing and using Licensed Materials. Customer shall hold and cause all of its Authorized Users to hold any passwords in connection with access to the Intratec Information in strict confidence, and Customer shall instruct all Authorized Users of their obligations in this regard. Customer shall not permit the sharing of passwords, or simultaneous access to the Intratec Information via the same account, or otherwise.

Products may be supplied watermarked with the name and email of Customer and/or Authorized User.

If Intratec suspects that an account is being used by an unauthorized person, it may cancel the account.

Customer or Authorized User further agrees to refrain from any general release of the information presented in Licensed Materials, so as to constitute passage of title into the public domain or otherwise jeopardize common law or statutory copyright.

PROHIBITED USES

All access to and use of Intratec Products and Licensed Materials are subject to the restrictions stated in this Agreement. Only Authorized Users shall have access to, or make use of, the Products described in the Order Form and the respective Licensed Materials. Customer shall use the Products or Licensed Materials solely for its own internal business purposes and shall not provide access to the Products or Licensed Materials, or any portion thereof, to any third party.

Without limitation, Customer shall not, and shall not encourage or permit any Authorized User to engage in any of the following Prohibited Uses:

COPYING & DISTRIBUTION

* Copy the Licensed Materials, or any part of them, or create a database of Licensed Materials or of the output of a Product;
* Publish, transmit, or otherwise communicate the Licensed Materials to any Unauthorized person or to the public generally, including by uploading, file-sharing, or similar mechanisms;
* Sell, loan, transfer, sublicense, hire, or otherwise dispose of the Licensed Materials or a Product to any third party.

REMOVAL OF NOTICES & DERIVATIVE WORKS

* Remove, alter, or hide any copyright, trademark, or other notice, code, or identifier (including identifying codes associated with any Licensed Materials) on or forming part of the Licensed Materials or the Product;
* Create Derived Content from, or translate, any part of the Licensed Materials, except to the extent expressly and specifically permitted in the applicable License Terms.

TAMPERING & TECHNICAL RESTRICTIONS

* Copy, adapt, modify, reverse engineer, or tamper in any way with a Product or any part of it, or create a product that is competitive with any part of the Licensed Materials or the Product;
* Attempt to circumvent any technological protection mechanism, security feature, or licensing compliance feature of a Product;
* Create internet links to a Product, or "frame" or "mirror" a Product in whole or in part, on any other server or device;
* Introduce or allow any malware, viruses, trojan horses, or other harmful or disabling code onto a Product and/or any of Intratec's software or services.

AUTOMATED ACCESS & DATA EXTRACTION

Use any algorithm, application, device, method, software, or other automated tool or means to access, copy, manipulate, or systematically scrape data from the Licensed Materials or a Product in any circumstances.

ARTIFICIAL INTELLIGENCE USES

Use any Intratec Products or Licensed Materials (including associated metadata) in any manner for machine learning and/or artificial intelligence purposes, including without limitation for training, coding, or development of artificial intelligence technologies, tools, or solutions, or machine learning language models, or otherwise for using or in connection with the use of such technologies, tools, or models to generate any information, material, data, derived works, content, or output.

UNLAWFUL OR IMPROPER USES

* Use the Licensed Materials or a Product for any unlawful or unauthorized purpose, including any infringement of a third party's copyright or other intellectual property rights;
* Allow the Licensed Materials or a Product to become the subject of any charge, lien, or encumbrance.

AVAILABILITY OF LICENSED MATERIALS

Intratec shall use all reasonable endeavors in accordance with good industry practice to ensure that Products are available to Customers and Authorized Users excluding downtime for regular or emergency maintenance which shall be kept to a minimum. Time is not of the essence in respect to the delivery of any particular Licensed Material and Intratec’s sole obligation is to effect such delivery as soon as is practically possible.

PRODUCT CHANGES

Intratec reserves the right to update, enhance, withdraw, or otherwise change a Product from time to time, and at any time without notice to Customer. By way of illustration, features and the proprietary data included in Products provided as subscriptions may be changed or removed at any time, at Intratec's sole discretion.

Where such change or removal will lead to a material decrease in Product, Intratec will provide Customer with thirty (30) days' notice. In the event that Intratec makes a changes that leads to a material decrease in a Product, Intratec may (a) offer Customer a pro rata refund of the unused portion of any prepaid fees under the applicable Order Form, which may be provided as a coupon/credit, or (b) make available an alternative product.

Intratec shall not be liable to any Customer or third party for any damages resulting from the changes of any Product. Continued use of the Products after any changes have been made will constitute acceptance of the changes.

DISCONTINUATION

Intratec may discontinue a Product or a part of a Product, or any support offered for a Product on three months' prior notice to Customer through email. At the end of such notice period, Intratec shall have no obligation to provide or support the Product or version. In the event that Intratec discontinues the Product, Intratec may (a) offer Customer a pro rata refund of the unused portion of any prepaid fees under the applicable Order Form, which may be provided as a coupon/credit, or (b) make available an alternative product.

Intratec shall not be liable to any Customer or third party for any damages resulting from the discontinuation of any Product.

Third Party Purchases and Usage Transfers

Intratec recognizes that in certain situations, a Business ("Purchaser") may wish to acquire access and usage rights to Licensed Materials on behalf of another Business ("Beneficiary"). This arrangement may involve the Purchaser waiving its access and usage rights to Licensed Materials to transfer them to the Beneficiary while retaining billing and payment responsibilities.

Each such third party purchase and usage transfer arrangement will be evaluated on a case-by-case basis by Intratec. Intratec may, at its sole discretion, choose to authorize or deny such requests based on various factors, including but not limited to the nature of the Licensed Materials, the relationship between the Purchaser and the Beneficiary, and the potential impact on Intratec's operations.

By proceeding with a company usage transfer request, the Purchaser acknowledges and agrees to abide by Intratec's evaluation process and decision. Intratec reserves the right to deny transfer requests if they do not meet the criteria or if it determines that such transfers are not feasible or appropriate.

Upon approval of access and usage rights by Intratec, the Purchaser remains responsible for billing and payment obligations associated with the Product, and the Beneficiary accepts full responsibility for ensuring that the Licensed Materials are used in accordance with the terms set forth herein, including but not limited to confidentiality and usage restrictions.

Intellectual Property Rights

All intellectual property rights, including but not limited to copyright and other proprietary rights, in Intratec Licensed Materials are and remain the property of Intratec Solutions LLC and its Affiliates.

Customers and Authorized Users acquire no proprietary rights in the Licensed Materials, and except as expressly permitted by this Agreement may not use the Licensed Materials in any way that infringes the intellectual property rights in them. In particular, Customers and Authorized Users may not; (i) make the Licensed Materials available to unauthorized persons; (ii) re-sell Intratec Licensed Materials to others; or (iii) obscure or remove any copyright notices that appear on Licensed Materials.

No Notice of Updates

Intratec reserves the right to modify or change these terms and conditions from time to time without notice. The latest version will be available on Intratec website. Your election to continue use of Products, after the date of posting of these modifications to the terms and conditions constitutes acceptance of those modifications.

Disclaimers

LICENSED MATERIALS ARE PROVIDED BY INTRATEC "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN REGARD TO THE LICENSED MATERIALS AS PROVIDED, INTRATEC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY REGARDING CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND OF NONINFRINGEMENT.

Limitations on Liability

INTRATEC SHALL NOT BE LIABLE TO CUSTOMER, AUTHORIZED USER OR ANY OTHER PERSON OR ENTITY FOR ANY INACCURACY, DELAY, INTERRUPTION IN SERVICE, ERROR OR OMISSION, REGARDLESS OF CAUSE, OR FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR PART BY USE OF LICENSED MATERIALS. IN NO EVENT WILL INTRATEC BE LIABLE TO CUSTOMER, AUTHORIZED USER OR ANY OTHER PERSON OR ENTITY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON LICENSED MATERIALS.

Customer Profile Requirements

Licenses for accessing and using Intratec Products can only be purchased by persons acting on behalf of Businesses, which must attend all the following conditions:

The Business must be clearly identified (full name and address of the legal entity must be provided);

The person executing the purchase must be clearly identified (full name of the person must be provided);

The person executing the purchase must have a business email domain associated with the Business; and

The Business must have a verifiable website.

Individuals not acting on behalf of legal entities and/or who cannot attend to the conditions above are prohibited of purchasing any sort of license offered by Intratec.

Miscellaneous

GENERAL

This Agreement supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to its subject matter. Nothing contained in any Customer-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will modify or add any additional terms or conditions to this Agreement. Such document(s) is for Customer's administrative purposes only, and not binding on either party, even if acknowledged, executed, or processed on request of Customer. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations hereunder except for payment for any Fees if such delay or failure result from events, circumstances or causes beyond its reasonable control. Customer may not assign the rights and obligations under the Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of Intratec, which consent will not be unreasonably conditioned, withheld, or delayed. Intratec may subcontract any or all of its obligations under this Agreement to subcontractors of its choosing. The Agreement will be construed under the laws of the State of Delaware each Party hereby submits to the exclusive jurisdiction of Delaware courts. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision of the Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. Any cause of action arising under this Agreement shall be asserted within two (2) years of the date upon which such cause of action accrued, or the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time. The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties. The terms and conditions of the Agreement will survive the expiration or other termination to the

fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

PUBLICITY

Intratec may use Customer's name and logo in compiling a list of Intratec's Customers. Any additional publicity concerning a Party will require the other Party's prior written consent.

EXECUTION

Each person executing the Order Form on behalf of any Business hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver the Order Form. Each Party consents to the use of electronic signatures or online acceptance, both of which will be considered valid and binding.

NON-STANDARD SUBSCRIPTION LICENSE TERMS

The parties may agree on specific access and usage rights towards Licensed Materials under the Non-Standard Subscription License Terms ("Non-Standard Terms"), signed by authorized representatives of both parties. The Non-Standard Terms that the parties sign shall incorporate therein these General Terms and Conditions, except for any provisions in these General Terms and Conditions that such Non-Standard Terms specifically excludes or modifies. In the event of any conflict between the terms hereby presented and the terms of such Non-Standard Terms, the terms presented in the Non-Standard Terms shall prevail. In such cases, the Non-Standard Terms shall govern with respect to that provision.

Suspension and Termination

Intratec may without notice and without compensation suspend access to Licensed Materials by one or more Customer or Authorized User if; (i) the Customer or Authorized User is in default of its payment obligations; or (ii) Intratec has reasonable grounds to suspect the Customer or Authorized User to be in breach of these terms and conditions.

Any violation of the present Agreement will result in (i) charging of fine equivalent to 50 (fifty) times the fee paid for accessing the respective Licensed Material; and (ii) legal action to obtain compensation for the resulting damages.

On expiry of a subscription without renewal, or on termination of a subscription for any reason during the subscription term, the Customer or Authorized User shall cease all use of the Licensed Materials Immediately.

The expiration or termination of a subscription shall not affect the accrued rights and obligations of the parties.