

SUBSCRIBER AGREEMENT AND TERMS OF USE

UPDATED ON November 16, 2016.

PLEASE SCROLL DOWN AND READ THE SUBSCRIBER AGREEMENT AND TERMS OF USE BELOW.

This Subscriber Agreement and Terms of Use (this "Agreement") governs your use of all digital products and services from Criterion Research, and in some cases described below, the print version of Criterion Research (each, a "Service"), unless other terms and conditions expressly govern. Examples of such digital products and services include Criterion Research's Website, Pipeline Flow Data and other online or emailed reports. These products and services are provided by Criterion Research LLC ("we", "us", "our") or through various third party platforms and devices (e.g., mobile and tablet).

If you agree to be bound by the terms of this Agreement, you should check the box indicating your agreement to the terms of this Agreement on the registration page for the Service. If you do not agree to be bound by the terms of this Agreement, you should not check the box but you will not be able to proceed with the registration process for the respective Service and become a subscriber. To the extent you have access to, or are using, a Service without having completed our registration process or any Service Addendum, you are hereby notified that your continued use of a Service is subject to many of the terms and conditions of this Agreement as explained in Section 7 below. The Service Addendum shall provide the cost, term and other contractual items for this Agreement.

1. Changes to Subscriber Agreement

We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting a notice on the Service that the terms have been "updated" or similar words). The changes also will appear in this document, which you can access at any time by going to the Subscriber Agreement and Terms of Use link at the footer of those Services which are made available through a website or

to the Legal or Legal Notices area of those Services which are made available as an application. By using a Service after changes are made to this Agreement you signify that you agree to be bound by such changes.

2. Privacy and Your Account

Registration data and other information about you are subject to our Privacy Policy. Your information may be stored and processed in the United States or any other country where Criterion Research has facilities, and by using a Service online, you consent to the transfer of information outside of your country. If your access to a Service has been provided by or through a third party (for example, your employer or an education institution where you are a student) (each, a "Third Party"), the Third Party may have provided us with information about you to enable us to provide you with access to the Service and distinguish you from other subscribers (such as your email address or name). If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else with access to your password to a Service, they will have the ability to view information about your account and make changes through the website for the Service. You agree to notify us promptly if you change your billing and delivery addresses and email address so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice.

3. Fees and Payments

You must be 18 years of age or older to purchase a subscription to the Services or any other content, product, or service offered by us through the Services. If you are less than 18 years of age and want to make any such purchase, please ask your parent or guardian to complete the purchase on your behalf. You agree to pay the subscription fees and any other charges incurred in connection with your account for a Service (including any applicable taxes) at the rates in effect when the charges were incurred. If your subscription includes access to areas containing premium content or services, your access to such areas may be subject to additional fees, terms and conditions, which will be separately disclosed in such areas. Unless you have paid by check, we will bill all charges automatically to your credit card. Subscription fees will be billed at the beginning of your subscription and any renewal. As a general matter, all fees and charges are

non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance and an opportunity to cancel. If you need to update your credit card details or you want to use a different credit card, please visit our Customer Center at criterionrsch.com/customer_center to make changes. If you believe someone has accessed a Service using your user name and password without your authorization, please immediately notify us by calling Customer Service at the phone number at criterionrsch.com/customer_center or contacting us through our Customer Center at criterionrsch.com/customer_center. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other Third Party service.

4. Term; Cancellation and Renewal

4.1 Term and Renewal. This Agreement shall remain in full force and effect while you use the Services. Unless you have paid by check, your subscription will renew automatically until it is cancelled in accordance with this Section. For monthly subscriptions, your subscription will automatically renew until cancelled. For annual subscriptions, we will notify you of the pending renewal of your subscription at least 30 days prior to the date your subscription renews, except as otherwise required by law. For all subscriptions, you must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card unless you pay by check.

4.2 Cancellation Policy for other subscriptions. We may cancel your subscription at any time upon notice to you. You may cancel your subscription prior to any renewal term by contacting Customer Service at the phone number listed at criterionrsch.com/customer_center.

5. Subscription Policies.

By subscribing to a Service, you are subject to our Subscription policies which can be found at any time in our Customer Center at criterionrsch.com/customer_center. Please read these carefully as they set forth our refund, cancellation and pricing policies and other important

information. We reserve the right to change these policies at any time and you should refer to them frequently to ensure you are aware of current policies.

6. Availability of Service through other Platforms; Third Party Payment Services.

6.1 If you access a Service through a mobile application or other type of third party platform, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply in addition to the terms of this Agreement and you agree that you are subject to such application or platforms terms in addition to this Agreement.

6.2 From time to time, we may use a third party not affiliated with us to process payments for a Service (a Third Party Processor). You agree that this Third Party Processor is solely responsible for controlling, handling, processing, or fulfilling purchases processed through its systems. When using such Third Party Processor you may be subject to additional terms of use/service and privacy policy(ies) of the Third Party Processor.

7. Limitations on Use.

7.1 Only one individual may access a Service at the same time using the same user name or password, unless we agree otherwise.

7.2 The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the "Content") available through the Services are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone, including, if applicable, your fellow students or employees, with the following exceptions:

7.2.1 You may occasionally distribute a copy of an article, or a portion of an article, from a Service in non-electronic form to a few individuals without charge, provided you include all copyright and other proprietary rights notices in the same form in which the notices appear in the Service, original source attribution, and the phrase "Used with permission from Criterion Research ". Please consult the Criterion Research web site at criterionrsch.com/customer_center

if you need to distribute an article from a Service to a larger number of individuals, on a regular basis or in any other manner not expressly permitted by this Agreement.

7.2.2 You may occasionally use our email from “my folders” service to e-mail an article from a Service to a few individuals, without charge. You are not permitted to use this service for the purpose of regularly providing other users with access to content from a Service.

7.2.3 While you may occasionally download and store articles from the Service for your personal use, you may not otherwise provide others with access to such articles. The foregoing does not apply to any sharing functionality we provide through the Service that expressly allows you to share articles or links to articles with others. In addition, you may not use articles you have downloaded for personal use to develop or operate an automated trading system or for data or text mining.

7.3 Additional Restrictions on Use of the Content.

7.3.1 You agree not to rearrange or modify the Content available through a Service. You agree not to display, post, frame, or scrape the Content for use on another website, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line linking to the Services or any Content contained thereon and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the Services other than as expressly authorized by us is prohibited.

7.3.2 You further agree to abide by exclusionary protocols (e.g., Robots.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the Services. You may not access parts of the Services to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the Services.

7.3.3 As a general rule, you may not use the Content, including without limitation, any Content made available through one of our RSS Feeds, in any commercial product or service, without our express written consent.

7.3.4 You may not create apps, extensions, or other products and services that use our Content without our permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to a Service.

7.3.5 Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same.

7.3.6 You may not access or view the Services with the use of any scripts, extensions, or programs that alter the way the Services are displayed, rendered, or transmitted to you without our written consent.

7.4 You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

8. Third Party Web Sites, Services and Software

Your use of any third party websites, content, data, information, applications, goods, services or materials (collectively, "Third Party Services") does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on our part or of our affiliates. We do not verify, endorse, or have any responsibility for Third Party Services and any third party business practices (including, without limitation, their privacy policies), whether the Services' or our logo and/or sponsorship identification is on the Third Party Services as part of a co-branding or promotional arrangement or otherwise. Accordingly, we encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third Party Service you use.

9. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY.

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT, TOOLS, MEMBER BENEFITS, PRIZES AVAILABLE THROUGH THE SERVICES IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We do not give

tax or investment advice or advocate the purchase or sale of any security or investment. You should always seek the assistance of a professional for tax and investment advice. CRITERION RESEARCH AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISERS, SUPPLIERS, CONTENT PROVIDERS AND LICENSORS ("THE CRITERION RESEARCH PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES OR SUCH CONTENT, TOOLS, MEMBER BENEFITS OR PRIZES FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE CRITERION RESEARCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE CRITERION RESEARCH PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

10. Agreement to Arbitrate.

10.1 The parties acknowledge that any statutory or common law claims related to intellectual property may require forms of equitable relief that are best administered by courts; accordingly, the parties agree that except for statutory or common law claims related to intellectual property and disputes that qualify for small claims court, any controversy or claim arising out of or relating to this Agreement or any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Judgment on the award rendered by the arbitrator may be entered in any federal or state court of competent jurisdiction located in the County of Texas in the State of Texas. For

more information about arbitration, the AAA and the arbitration process, please consult the American Arbitration Association web site at adr.org. **You agree that by entering into this Agreement, you and we are each waiving the right to trial by jury, except as otherwise stated above. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and, by entering into this Agreement, you are giving up the ability to participate in a class action.** All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for the court to decide. As stated in Section 15 below, Texas law applies to any arbitration under this section, but the parties acknowledge that the Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Agreement. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and, if the law allows, they can seek relief against us for you.

10.2 Unless you and we agree otherwise, the arbitration will take place either in the subscriber's county of principal residence or the County of Texas in the State of Texas. For claims of \$14,000 or less, you can choose whether you would like arbitration carried out based only on documents submitted to the arbitrator, or by a hearing in person, or by phone.

10.3 The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by both parties. Unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

11. General. This Agreement contains the final and entire agreement between us regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change the Services, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a

beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to any conflict or choice of law principles. For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out of or relating to this Agreement or any relationship between us, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the County of Texas in the State of Texas. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

17. Additional Terms and Notices. We employ cookie technology. Read the [Criterion Research Cookie Policy](#) for more information on our use of cookies.

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