

Hanover Digital Terms of Use

I. Introduction

Please read these Hanover Digital Terms of Use carefully (“Terms”). These Terms constitute a binding agreement between you (or “Client”) and The Hanover Research Council LLC (“Hanover Research,” “Company,” “we,” or “us”) and shall govern your use of our website <https://hanoverresearch.secure.force.com/customerportal/> (“Hanover Digital” or the “Portal”). The term “Portal” shall include services that are provided through Hanover Digital and any associated content, software, services or applications used in connection with providing the services. To the extent that any provision of the terms and conditions are either legally prohibited by applicable law or held to be invalid or enforceable, those specific provisions shall not apply to you or your use of the Portal, but all other provisions will remain in full force and effect.

To the extent you have executed a separate services agreement with Hanover Research for custom research services (a “Client Services Agreement”), the terms of that Client Services Agreement shall apply solely to any custom commissioned research deliverables provided to you by Hanover Research that are available under your “My Projects” tab of the Portal, but these Terms will govern all other aspects of your use of Hanover Digital. Other than with respect to the custom commissioned Deliverables available under your “My Projects” tab of the Portal, if there is any conflict between these Terms and the Client Services Agreement, these Terms will govern and supersede over any term of any Client Services Agreement.

Your use of the Portal signifies your agreement to be bound by these Terms in full. If you do not agree to any part of these Terms, do not access or use the Portal. If you are under 18 years of age, you represent and agree that you have the legal consent of your parent or guardian to access and use the Portal. Hanover Digital is not intended for nor targeted toward children under the age of thirteen (13). We do not knowingly collect personal information as defined by the U.S. Children’s Online Privacy Protection Act (“COPPA”) from children under the age of thirteen (13), and if we learn that we have collected such information, we will delete the information in accordance with COPPA. If you are a child under the age of thirteen (13), you are not permitted to use Hanover Digital and should not send any information about yourself to us through Hanover Digital. If you are a parent or guardian and believe we have collected information in a manner not permitted by COPPA, or if you know of a child under the age of thirteen (13) who has shared such information, please contact privacy@hanoverresearch.com. If you are a minor between the ages of thirteen (13) and sixteen (16) years of age, you affirmatively authorize the sharing of your personal information. If you have difficulty accessing these Terms or Hanover Digital or any other products or services offered by Hanover Research, please contact us at [INSERT SUPPORT EMAIL] for support in advance of registering for Hanover Digital.

If you are using the Portal on behalf of a corporation, tax exempt organization, educational institution or any other form of organization, you represent that you have the right, power and authority to enter into these Terms on behalf of that organization and bind the organization to its terms. You may not share your use of Hanover Digital outside of your

organization. You may not share your use of Hanover Digital or your login with any other person or affiliate of your organization or any other third party, as each person or affiliate must execute these Terms directly with Hanover Research in order to access the services. By using Hanover Digital or submitting any personal information to us through the Portal you hereby acknowledge that we will use your personal information in accordance with the terms of our website Privacy Policy (<http://www.hanoverresearch.com/privacy-policy/>), the terms of which are incorporated herein by reference. All personally identifiable information of students transferred or collected by Hanover Research shall be treated in accordance with our Student Privacy Terms (<https://www.hanoverresearch.com/client-services-student-privacy-addendum/>), which Student Privacy Terms are hereby incorporated by reference.

You are responsible and liable for all uses of the Portal through access thereto provided by you, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Portal by its authorized users or by any other person to whom you or an authorized user may provide access to or use of the Portal, whether such access or use is permitted by or in violation of these Terms. If you are the administrator for your organization to Hanover Digital, you hereby agree to notify Hanover Research at info@hanoverresearch.com within 24 hours of (a) any employee of yours who has a Hanover Digital login and whom you suspect of breaching any of these Terms or whose employment has been terminated and (b) any data or security breach with respect to any of your logins or your organization's use of the Portal.

BY CLICKING THE "ACCEPT" BUTTON YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU AND YOUR ORGANIZATION ARE LEGALLY BOUND BY ITS TERMS. BY USING OR ACCESSING ANY PART OF THE PORTAL, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THESE TERMS. YOU CERTIFY THAT YOU HAVE READ AND EXPRESSLY AGREE TO THE TERMS OF OUR ONLINE PRIVACY POLICY POSTED ON THE HANOVER RESEARCH SITE ([HTTP://WWW.HANOVERRESEARCH.COM/PRIVACY-POLICY/](http://www.hanoverresearch.com/privacy-policy/)). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT ACCESS OR USE ANY PART OF THE SERVICE.

International Users

This Portal is targeted towards users located in the United States, however, given the nature of the Internet, it may be accessed in other parts of the world. If you are not a resident of the United States and you use the Portal, you acknowledge, understand and agree that you are doing so on your own initiative and at your own risk, and that it is your responsibility to make sure that your use of the Portal complies with all applicable local laws in the jurisdiction from where you access or use the Portal. If you are located outside of the United States, by using the Portal or submitting any personal information to us, you expressly consent to the transfer, processing and storage of your personal information in the United States.

Revisions to These Terms

We reserve the right, in our sole discretion, to revise these Terms at any time, in whole or in part, by posting an updated version on the Portal, without prior notice. Changes to these Terms will be effective when posted. After changes to these Terms are posted, your continued use of the Portal constitutes your binding acceptance of these Terms. If you object to any changes to these Terms, your sole recourse will be to stop using our Portal.

II. Use of the Portal

Ownership

Hanover Research or its licensors are the exclusive owners or licensors of the content on the Portal, including, but not limited to, reports, dashboards, tools, designs, text, graphics, images, videos, information, marks, logos, button icons, software, audio files, computer code, and other content (collectively "Content"). The Portal and all Content are the property of Hanover Research or our licensors and are protected under copyright, trademark and other laws, and all copyright and other intellectual property rights in our Portal and the Content are reserved worldwide. Unauthorized use of the Content or the Portal may violate copyright, trademark or other applicable laws, will be treated as a breach of these Terms and is strictly prohibited.

You acknowledge and agree that the Portal is provided under license, and not sold, to you. You do not acquire any ownership interest in any services, software, marks or Content of the Portal under these Terms, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions under these Terms. Hanover Research and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the services, software, marks and Content of the Portal and all intellectual property rights arising out of or relating to the Portal. You agree to safeguard all portions of the Portal (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. You shall promptly notify Hanover Research if you become aware of any infringement of the Hanover Research or its licensors' intellectual property rights in the Portal and fully cooperate with Hanover Research in any legal action taken by Hanover Research or its licensors to enforce its intellectual property rights.

Limited License

Subject to these Terms you are hereby granted a limited, revocable, non-exclusive, non-transferable, non-assignable, license to access, view and use the Portal and its Content solely for your internal business purposes. You may summarize portions or send limited excerpts of the Portal Content internally and externally, so long as you do not: (i) do so in a routine or systematic basis (e.g., if you consistently distribute a periodic summary or excerpt of the Content or you leverage a business process that allows non-licensed users either within or outside of your organization to routinely approach you to meet their research needs); (ii) send such excerpts or summaries to an audience of larger than ten (10) people outside of your organization; or (iii) do so with the intent or effect of avoiding the purchase of additional Portal licenses. Any reuse or republication of Content from the Portal must be attributed to Hanover.

The Portal may also contain third party Content (including software, materials or services), and Hanover Research makes no representation or warranty with respect to such third party Content, including any software, materials or services. You also acknowledge and agree that you will not own any publicly sourced information contained within the Content, but that you may use such information in accordance with applicable law, including fair use under Section 107 of the Copyright Act. You agree that you will not modify any of the disclaimer language included in any portion of the Content or the Portal, and you agree not to resell or commercially utilize the Content or any portion of the Portal in any way. Any other use not permitted herein is expressly prohibited. This license is revocable at any time without notice upon any breach by you of these Terms.

Except as otherwise provided herein, no Content or other material made available on or through the Portal may be copied, modified, reproduced, duplicated, republished, uploaded, posted, transmitted, sold, transferred, publicly displayed, distributed, or used to create derivative works, without the written permission of the copyright owner.

Your access to Hanover Digital may include access to certain syndicated and/or copyrighted materials in Hanover Research's education research library (the "Research Library") on the Portal. Client also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Hanover Research's prior written consent.

Except as otherwise provided herein, no Content or other materials obtained from or through the Portal, even if authorized for download from the Portal, may be redistributed, nor may they be used for any other purpose, without our prior written consent.

We reserve the right to restrict access to areas of our Portal, or indeed our whole Portal, in our sole discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Portal.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OR YOUR ACCEPTANCE OF THESE TERMS, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THESE TERMS, AND THESE TERMS EXPRESSLY EXCLUDE ANY RIGHT, CONCERNING ANY SOFTWARE, SERVICE OR CONTENT THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THAT LICENSOR'S SOFTWARE, SERVICE OR CONTENT.

Prohibited Use

You agree to use our Portal only for its intended purpose and in compliance with all applicable laws. The following uses of our Portal are prohibited. You agree not to:

- (a) Use our Portal in any way or take any action that causes, or may cause, damage to the Portal or impairment of the performance, availability or accessibility of the Portal;
- (b) Attempt to interfere with, harm, steal from, or gain unauthorized access to user accounts or the technology and equipment supporting our Portal;

- (c) Frame or link to our Portal without our prior written permission;
- (d) Use our Portal in any way that is or may potentially be unlawful, illegal, fraudulent or harmful, or in connection with any actual or potentially unlawful, illegal, fraudulent or harmful purpose or activity;
- (e) Use our Portal to copy, store, host, transmit, send, use, publish or distribute any material which consist of (or are linked to) any spyware, computer virus, Trojan horse, worm, or other malicious computer software;
- (f) Attack our site or cause our site to be attacked via a denial-of-service attack or a distributed denial-of-service attack;
- (g) Attempt to reidentify any personal information or other confidential information;
- (h) Post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- (i) Disclose personal information about another person, or post any content that is unlawful, pornographic, obscene, defamatory, libellous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive or that encourages criminal conduct or that gives rise, or potentially gives rise to civil or criminal liability;
- (j) Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Portal without our express written consent;
- (k) Use the Content beyond the scope of the license granted under these Terms;
- (l) Provide any other person, including any your subcontractors, with access to or use of the Content, software or services of our Portal;
- (m) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Content or Portal or any part thereof, except as otherwise permitted herein;
- (n) Combine the Content or any part thereof (including any software) with, or incorporate the software or any part thereof in, any other programs, except as otherwise permitted herein;
- (o) Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the software of the Portal or any part thereof;
- (p) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Content, software or services of the Portal, including any copy thereof;
- (q) Copy the Content, in whole or in part, except as otherwise provided for herein;
- (r) Sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Content, or any features or functionality of the Portal, to any third party for any reason or over any medium, except as otherwise provided for herein;
- (s) Use the Content or the Portal in violation of any law, regulation or rule; or
- (t) Use the Content or the Portal for purposes of competitive analysis of the Content, the development of a competing software product or service or any

other purpose that is to Hanover Research or its subcontractors' commercial disadvantage.

Login Credentials

If you receive an account with our Portal you will receive a temporary password and will be asked to select a permanent password upon receipt. You are responsible for maintaining the confidentiality of your login credentials and are fully responsible for all activities that occur through the use of your login credentials. You agree to not share your login credentials with any other person and to notify us immediately if you believe that the confidentiality of your login credentials has been compromised or if you suspect unauthorized use of your account. You agree that we will not be responsible for any loss or damage arising from unauthorized use of your login credentials. You may email us at info@hanoverresearch.com to cancel your account at any time through the settings in your account. Please note that we reserve the right to suspend or cancel your account at any time, or terminate your use of our Portal, at any time in our sole discretion, if there is any breach of these Terms or we reasonably suspect any violation of these Terms by you or your organization.

Communication

By having an account on our Portal and agreeing to these terms and conditions, you agree to receive email from us at the email address you provided to us for customer service related purposes, even if you have chosen to opt-out of marketing communications from us, as further explained in our website Privacy Policy (<http://www.hanoverresearch.com/privacy-policy/>).

Electronic Notices

By using our Portal or providing any personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Portal. If we learn of a security breach relating to your personal information that is required to be reported to you pursuant to applicable state law, we may attempt to notify you electronically by posting a notice on our Portal or by sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice via regular mail of a security breach that is required to be reported to you under applicable state law, (or to withdraw your consent to receive electronic notices), please contact us at info@hanoverresearch.com.

User Content

Our Portal may provide you with the ability to create, post, or share content, including by posting messages in chat rooms or comments on blog posts, or via other means ("User Content"). You or a third-party licensor, as appropriate, retain all intellectual property rights to your User Content and you are responsible for protecting those rights. You understand and agree that you will not obtain, through the use of the Portal, any right, title or interest (including intellectual property rights) in any content delivered via the Portal. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display or sell any content posted by other Portal users.

You represent and warrant that: (i) you own the User Content posted by you on or through the Portal or that you otherwise have the right to grant the license set forth below; (ii) the posting and use of your User Content does not violate the privacy rights, publicity rights, copyrights, contractual rights, intellectual property rights, or any other rights of any person; and (iii) the posting of your User Content on the Portal does not result in a breach of contract between you and a third party. You acknowledge and agree that your User Content is non-confidential and non-proprietary and you agree to pay all monies owed to any person as a result of posting your User Content on our Portal.

License to Use User Content

By creating, posting or sharing any User Content on or through our Portal, you grant Hanover Research an irrevocable, perpetual, transferrable, unconditional, unrestricted, sublicenseable, world-wide, non-exclusive, royalty-free license to copy, use, reproduce, modify, remove, publish, upload, distribute, transmit, publicly display and create derivative works from your User Content for any purpose, without compensation to you, including for the purpose of promoting our Portal and the services we offer. You waive any rights you may have regarding your User Content being altered or manipulated in any way that may be objectionable to you. We reserve the right to refuse to accept, post, display, or transmit any of your User Content in our sole discretion. If we have access to student records from you in connection with your use of the Portal, Hanover agrees to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by FERPA or pursuant to regulation of the Department of Education with respect to the privacy of student information.

User Content Disclaimers

We do not represent or guarantee the truthfulness, accuracy, or reliability of content posted by users of our Portal. You accept that any reliance on material posted by other users of the Portal or other third parties will be at your own risk. By using the Portal you accept the risk that you might be exposed to content posted by other users that you may disagree with.

You are solely responsible for your User Content that is posted on the Portal and we do not endorse, nor are we responsible for, your User Content. You assume all risks associated with your User Content, including anyone's reliance on its quality, accuracy, or reliability, and you agree that you are solely responsible for any consequences that may arise from the posting of your User Content on or through the Portal. You may expose yourself to liability if, for example, your User Content contains material that is false, misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

III. Third-Party Materials, Websites and Services

The Content includes software, content, data or other materials, including related documentation, that are owned by persons other than Hanover Research and that are provided to you on license terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). You agree to be bound by and shall comply with all Third-Party Licenses. Any breach by you of any Third-Party License is also a breach of this Agreement. Our Portal may also link to third-party websites, including the websites of organizations that we partner with to offer programs and services. If you use these links, you will leave our Portal. We are not responsible for these third-party materials or websites, regardless of whether we partner with the relevant organization providing such materials or websites. We do not endorse the organizations sponsoring such third-party websites or their products or services. You agree that Hanover Research is not responsible or liable for any loss or damages of any sort incurred as a result of any dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on our Portal.

IV. Warranties, Disclaimers, Limitations, Termination and Indemnification

Warranties

In exchange for your access to and use of Hanover Digital, you warrant, represent and agree: (a) that you are over the age of thirteen and have the power and authority to enter into and perform your obligations under this Agreement; (b) that you have read and agreed to the terms of the Hanover Research privacy policy posted on this site (<https://www.hanoverresearch.com/privacy-policy/>); (c) that you have read and will strictly observe these Terms; (d) that you are solely responsible for maintaining the confidentiality of your username, password, and password-protected web pages, are responsible for all activities that occur under them, and will maintain their confidentiality; (e) that you must evaluate and bear all the risks associated with the use of any Content, including reliance on the accuracy, completeness or usefulness thereof; (f) that you shall comply with all applicable customs, laws, regulations or other governmental rules of the United States and your place of residence regarding your use of Hanover Digital, and that, recognizing that the Internet and your potential use of Hanover Digital may be global, you are solely responsible for complying with the same and with any other local customs, laws, regulations or other governmental rules; and (g) that you will provide true, accurate, current and complete information about yourself in any communication with Hanover Research, including email to Hanover Research.

Disclaimer of Warranties

OUR PORTAL AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PORTAL IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND (I) AS TO THE RELIABILITY, ACCURACY OR COMPLETENESS OF THE CONTENT OR INFORMATION PUBLISHED ON OUR

PORTAL, OR THAT THE INFORMATION WILL BE UP TO DATE, (II) THAT THE PORTAL WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE RESULTS OF USING OUR PORTAL WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) THAT THE CONTENT OR SERVICES AVAILABLE THROUGH OUR PORTAL WILL MEET YOUR EXPECTATIONS; (IV) THAT THE PORTAL WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER; (V) THAT ALL ERRORS OR NON-CONFORMITIES WITH THE PORTAL CAN BE OR WILL BE CORRECTED; OR (VI) THAT THE PORTAL WILL REMAIN AVAILABLE. HANOVER RESEARCH RESERVES THE RIGHT TO CHANGE, CORRECT OR UPDATE THE PORTAL AT ANY TIME.

WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS INHERENT WITH USING THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND WE SHALL HAVE NO LIABILITY FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO ANY THIRD PARTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO ANY THIRD PARTY SOFTWARE THAT WE PARTNER WITH. YOU ACKNOWLEDGE AND AGREE THAT WE DISCLAIM ANY AND ALL LIABILITY ASSOCIATED WITH THE SOFTWARE, CONTENT AND SERVICES PROVIDED THROUGH THE PORTAL.

Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUORY OR OTHERWISE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LOSSES, HARMS, INJURIES, COSTS OR EXPENSES, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, LOSS OR CORRUPTION OF ANY DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE PORTAL. YOU ALSO EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY AMOUNT IN EXCESS OF \$10,000.

Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Hanover Research may not, as a matter of applicable law, disclaim any implied warranty or limit its liability, the scope and duration of such warranty and the extent of Hanover Research's liability shall be the minimum permitted under such applicable law.

Termination

You acknowledge that we have the right to suspend or cancel your account at any time, or terminate your use of our Portal, at any time in our sole discretion. We may terminate your access if there is any breach of these Terms or we reasonably suspect any violation of these Terms by you or your organization. Your access to the Portal will terminate automatically

upon the expiration or termination of the applicable Client Services Agreement. In addition, if you have defaulted on payment for any services to Hanover Research, we may terminate your access to the Portal.

If you are using the Portal on a trial basis, we reserve the right, without notice, in our sole discretion, to terminate these Terms and your use of the Portal, effective immediately.

Upon any termination of these Terms, the license granted to you shall terminate immediately and we may prevent further access to the Portal.

We reserve the right to discontinue or alter all or any part of our Portal, and to stop publishing our Portal altogether, at any time in our sole discretion, without notice or explanation. While you may be eligible for a pro rata refund for any specific products you have purchased from us that are then discontinued during the term of the applicable Client Services Agreement, you agree that you are not otherwise entitled to any compensation or other payment upon the discontinuance or alteration of our Portal or if we stop publishing the Portal.

Indemnification

To the extent legally permissible, you agree to indemnify and hold harmless Hanover Research and our officers, employees, agents, service providers, partners and licensors from any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable outside attorneys' fees and costs) that such parties may incur as a result of or arising from (i) your failure to comply with any of your representations, warranties or obligations under these Terms; (ii) your violation of any person's intellectual property, privacy, publicity or other right; (iii) the violation by you or anyone using your registered account of any applicable law and/or these Terms; (iv) your wilful misconduct, or the wilful misconduct of anyone using your registered account, in connection with your (or such other person's) use of the Portal (in whole or in part); (v) your use or reliance on third-party or Portal Content; or (vi) your User Content. Hanover Research reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Hanover Research in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your registered account or your use of the Portal. This indemnification shall not apply if you are a government organization and are not legally permitted to indemnify third parties.

V. Copyright Policy

Upon proper notice, Hanover Research will remove User Content and any other Portal Content that violates applicable copyright law. Pursuant to Title 17 of the U.S. Code, Section 512, Hanover Research has implemented procedures for receiving written notification of claimed copyright infringement on the Portal and for processing such claims in accordance with such law. If you believe in good faith that materials posted on our Portal infringe your copyright, you (or your agent) may send Hanover Research a written "Notification of Claimed Infringement" requesting that the material be removed, or access to it blocked to the following address: info@hanoverresearch.com.

The notice must be in writing and must include the following: (i) identification of the copyrighted work claimed to have been infringed; (ii) identification of the claimed infringing material and information reasonably sufficient to permit Hanover Research to locate the material on the Portal; (iii) information reasonably sufficient to permit Hanover Research to contact you, such as an address, telephone number, and, if available, an e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) your physical or electronic signature. By submitting a notification, you acknowledge and agree that Hanover Research may forward your notification and any related communications to any users who posted the material identified in such notice.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you or your User Content has been wrongfully removed from our Portal, you may send Hanover Research a counter-notification. Your counter notification, to be effective, must be in writing and must include the following information: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location where the material previously appeared on the Portal; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, and telephone number and a statement that you consent to the jurisdiction of the Federal District Court in the district in which your address is located, and agree to accept service of process from the person who submitted the original infringement notification that resulted in your User Content being removed (or an agent of such person) in the event he or she elects to file suit. By submitting a counter notification, you acknowledge and agree that Hanover Research may forward your counter notification and any related communications to the person who submitted the original notification that resulted in the removal of your User Content or to other third parties.

Notices and counter notices should be sent to info@hanoverresearch.com.

VI. General Provisions

Binding Arbitration

THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND THE UNITED STATES OF AMERICA WITHOUT REGARD TO ANY CHOICE OF LAW OR CONFLICT OF LAWS PRINCIPLES, REGARDLESS OF WHERE YOU LIVE. TO THE EXTENT YOU OR YOUR ORGANIZATION ARE NOT LEGALLY PROHIBITED FROM CONSENTING TO ARBITRATION, YOU AND HANOVER RESEARCH AGREE TO SUBMIT ANY DISPUTES RELATING TO THESE TERMS, THE PORTAL, OR YOUR USE OF THE PORTAL FOR FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH ARBITRATION SHALL BE CONDUCTED IN WASHINGTON, D.C. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES. NEITHER PARTY SHALL BE ENTITLED OR PERMITTED TO COMMENCE OR MAINTAIN ANY ACTION IN A COURT OF LAW WITH RESPECT TO ANY MATTER IN DISPUTE UNTIL SUCH MATTER HAS BEEN SUBMITTED TO ARBITRATION AS REQUIRED BY THESE TERMS, AND THEN, ONLY FOR THE

ENFORCEMENT OF THE ARBITRATOR'S AWARD. THIS PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING ANY TERMINATION OF YOUR USE OF THE PORTAL OR YOUR REGISTERED ACCOUNT.

Force Majeure

Hanover Research will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or equipment, loss and destruction of property or any other circumstances or causes beyond Hanover Research's reasonable control.

Severability; Waiver

If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The failure of Hanover Research to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Assignment

You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Hanover Research's prior written consent. Hanover Research shall be entitled to assign its rights and obligations under these Terms at any time.

Entire Agreement

These Terms, together with our website Privacy Policy (<http://www.hanoverresearch.com/privacy-policy/>) shall constitute the entire agreement between you and Hanover Research in relation to your use of our Portal.

Contact Us

Hanover Research
4401 Wilson Boulevard
9th Floor
Arlington, VA 22203
info@hanoverresearch.com

Effective Date: June 28, 2023