



EVEREST GROUP'S TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

Parties hereby agree as follows:

This document is Everest Group's Terms and Conditions of Sale for Products and Services (the "Everest Group Terms").

AN AGREEMENT ON THE EVEREST GROUP TERMS IS FORMED BY AND BETWEEN EVEREST GROUP AND CUSTOMER UPON (1) EVEREST GROUP'S AND CUSTOMER'S HANDWRITTEN OR ELECTRONIC SIGNATURE ON AN ORDER (2) CUSTOMER'S CLICK-BOX OR CLICK-WRAP ACCEPTANCE OF THE EVEREST GROUP TERMS (3) CUSTOMER CONSENT TO OR ACKNOWLEDGEMENT OF EVEREST GROUP PERFORMANCE, OR (4) ANY OTHER ASSENT OR AGREEMENT OF CUSTOMER, WHICHEVER OCCURS FIRST.

THE INDIVIDUAL ACCEPTING THE EVEREST GROUP TERMS REPRESENTS AND WARRANTS TO HAVING THE AUTHORITY TO BIND CUSTOMER TO THE EVEREST GROUP TERMS. EVEREST GROUP IS REASONABLY RELYING UPON THIS REPRESENTATION AND WARRANTY.

NO OTHER DOCUMENT PROVIDED BY CUSTOMER OR OFFER TO PURCHASE MADE BY CUSTOMER, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER, CONFIRMATION, ACKNOWLEDGEMENT, BROWSE-WRAP, CLICK-WRAP, CLICK-BOX ACCEPTANCE, END-USER LICENSE, OR ANY OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED BY CUSTOMER, OR WITH ANY CUSTOMER MATERIALS OR OFFER, WILL LEGALLY BIND EVEREST GROUP OR BECOME A PART OF THE AGREEMENT BETWEEN EVEREST GROUP AND CUSTOMER. ANY TERMS ADDITIONAL OR DIFFERENT TO THE EVEREST GROUP TERMS ARE HEREBY EXPRESSLY REJECTED AND NOT ACCEPTED BY EVEREST GROUP. EVEREST GROUP'S ACCEPTANCE OF ANY OFFER TO PURCHASE BY CUSTOMER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ASSENT TO THE EVEREST GROUP TERMS AND EXPRESSLY LIMITED TO THE EVEREST GROUP TERMS. THE EVEREST GROUP TERMS MAY ONLY BE AMENDED OR MODIFIED AFTER NEGOTIATION AND A WRITTEN AGREEMENT IS SIGNED BY THE AUTHORIZED REPRESENTATIVES OF EACH PARTY HERETO. THE EVEREST GROUP TERMS ARE AN INTEGRAL ELEMENT OF THE AGREEMENT BETWEEN EVEREST GROUP AND CUSTOMER.

Everest Group's authorized representatives are listed and available at <https://www.everestgrp.com/sell-side-authority-matrix>, and such is hereby incorporated by reference as if fully reproduced herein.

Everest Group and Customer may be referred to individually as a "Party", or collectively as the "Parties".

1. **Definitions**

- a. **Confidential Information:** is (i) any non-public and not generally known to the industry information or documentation of Disclosing Party, its Affiliates, or of a third party who has disclosed such to Disclosing Party or its Affiliates in confidence, that is (ii) disclosed, obtained, or accessed directly in connection with the Order (whether in written, oral, electronic, tangible or intangible, or any other form, and whether marked confidential or not). Confidential Information, includes, without limitation, information or documentation related to tax information, financial information, sales information, sensitive business information that could be used to gain a competitive advantage, and any such other information or documentation that, due to the circumstances of disclosure or the nature of the information or documentation would reasonably be considered confidential or proprietary.
- b. **Disclosing Party:** Party hereto (including through its Representatives) disclosing information or documentation hereunder.
- c. **Receiving Party:** Party hereto receiving information or documentation hereunder.

- d. **Affiliate(s)**: An entity controlled by, under common control with, or controlling, directly or indirectly, including through one or more intermediaries, another entity. "Control" means owning 50% or more of the voting securities or has the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership or by contract.
- e. **Representatives**: any employee, contractor, agent, attorney, Affiliate, Affiliate employee, director, officer, or advisor.
- f. **Intellectual Property and Materials**: Any and all forms, documents, frameworks, structures, methods, processes, techniques, know-how, computer software including source code and object code, information, data, information sets, data sets, databases, notes, art, graphics, designs, ideas, creations, developments, works of authorship, business plans, inventions, discoveries, improvements, modifications, specifications, Enrichments, Products and/or Services, and any other similar intellectual property or material that may exist.
- g. **Customer**: the entity or entities (including, without limitation, any legal entity, company, corporation, partnership, joint venture, government, non-profit organization, individual, etc.) purchasing certain Everest Group Products and/or Services as stated in the Order.
- h. **Order**: Customer's purchase or agreement to purchase certain Products and Services. "Sale" and "Order" may be used interchangeably and have the same meaning hereunder.
- i. **Products and/or Services**: anything offered by an Everest Group entity or entities, including, without limitation, membership, analyst inquiry, report/white paper/viewpoint, renewable product or service, strategy workshop, article, custom research, data cut, sponsored material, presentation, advisory services, or other research materials or services. "Products and Services" and "Products and/or Services" may be used interchangeably and have the same meaning hereunder.
- j. **Everest Group**: Everest Group consists of Everest Global, Inc. (Everest US), Everest Outsourcing Canada Co. (Everest Canada), Everest Group Consulting Limited (Everest UK), and Everest Business Advisory India Private Limited (Everest India). The applicable contracting Everest Group entity/entities is the entity or entities stated in the Order.

2. Performance and Acceptance

- a. In accordance with the Order, applicable Products and/or Services will be delivered or made available to Customer. Quality of the Products and/or Services will be consistent with industry and commercially reasonable standards. For the avoidance of doubt, delivery via email or access online is acceptable.
- b. Upon delivery or access of the applicable Products and Services pursuant to an Order, Customer will promptly inspect and thoroughly review said Products and Services. Customer is deemed to have accepted such Products and Services (1) after this inspection and thorough review (2) after 10 business days or (3) upon payment in full, whichever occurs first. However, prior to said acceptance, Customer may notify their Everest Group representative of an attempt to reject and not accept the Products and Services. A rightful rejection only occurs if the Products and/or Services at issue are materially deficient, which Customer will have the burden to prove. If attempting to reject, Customer must immediately object to and reject the Products and Services in writing and describe in sufficient detail the material deficiency. If attempting to reject the Products and Services, Customer will immediately cease access or use of the Products and Services. Accepting any imperfect Products and/or Services is final and cannot be revoked by Customer. Customer assumes the risk and responsibility of accepting Products and/or Services with any imperfections.
- c. If a Product and/or Service is rightfully rejected and not accepted by Customer, then a reasonable time to cure the material deficiency is allotted. Once the material deficiency is cured, Customer will once again promptly inspect and thoroughly review the Products and Services, restarting the process described in 2(b). Customer will provide at least two opportunities to cure.
- d. Regarding the Sale of memberships and/or subscription materials by Everest India to Customer, please note that Everest India is appointed as the authorized re-seller in India and the related Intellectual Property and Materials are owned by Everest US.
- e. No Order will create a joint venture, partnership, teaming agreement, or anything similar. Everest Group acts as an independent contractor or vendor only.
- f. Any entity in the Everest Group may be engaged by the contracting Everest Group entity/entities in performance of an Order.
- g. Customer may only seek remedy from the applicable contracting Everest Group entity/entities.
- h. Use of contractors and subcontractors by Everest Group may occur.

3. Order Changes

- a. Parties may request a change to the Order by providing a written request. A change will not take effect until and unless accepted in writing and signed by authorized representatives. In any event, each party will in good faith discuss and negotiate the Order change request, including any equitable adjustment in price.

4. Payment for Products and Services

- a. Customer will pay for the Products and Services as stated in the Order. If not otherwise stated in the Order, Customer will pay immediately upon receipt of an invoice.
- b. All prices or fees are gross amounts and exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax (the "Tax"). Customer will pay the applicable Tax arising from the purchase of the Products and/or Services.
- c. Cost and expenses, including travel costs and expenses, incurred in performance of an Order will be charged to Customer. Customer will pay such costs and expenses immediately upon receipt of the related invoice unless otherwise stated in the Order.

5. Representations, Warranties, and Disclaimers

- a. Customer represents and warrants that:
 - i. Customer will not remove or alter any notice, trademark, copyright, or disclaimer from any Products and/or Services.
 - ii. In relation to this agreement, Customer's (or its Representatives) conduct, action, or inaction will not (A) breach any contract, (B) misappropriate any intellectual property, (C) infringe upon the intellectual property rights of any entity, or (D) violate any law, rule, regulation, order, or the like.
 - iii. Customer will immediately notify Everest Group in writing of any breach or threatened breach of this agreement.
- b. Everest Group represents and warrants that Everest Group will comply with all applicable anti-corruption and anti-bribery laws. Everest Group maintains a code of conduct that Everest Group will provide to Customer upon written request.
- c. **DISCLAIMERS AND NON-RELIANCE NOTICE.** EVEREST GROUP IS NOT REGISTERED AS AN INVESTMENT ADVISER OR RESEARCH ANALYST WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION, THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), OR ANY STATE OR FOREIGN SECURITIES REGULATORY AUTHORITY. AT PRESENT, EVEREST GROUP IS NOT REQUIRED TO REGISTER AS AN INVESTMENT ADVISER OR RESEARCH ANALYST. FOR THE AVOIDANCE OF DOUBT, EVEREST GROUP IS NOT PROVIDING ANY ADVICE CONCERNING SECURITIES AS DEFINED BY THE LAW OR ANY REGULATORY ENTITY OR AN ANALYSIS OF EQUITY SECURITIES AS DEFINED BY THE LAW OR ANY REGULATORY ENTITY.

ALL PRODUCTS AND/OR SERVICES OF EVEREST GROUP ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING ANY WARRANTIES OF COMPLETENESS, ACCURACY, RELIABILITY, NONINFRINGEMENT, ADEQUACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE EXTENT PERMITTED BY LAW. WITH RESPECT TO THE PRODUCTS AND/OR SERVICES AND ANY RELATED CONTENT, YOU UNDERSTAND AND EXPRESSLY AGREE THAT YOU ASSUME THE ENTIRE RISK AS TO YOUR USE AND ANY RELIANCE UPON THEIR CONTENT.

EVEREST GROUP IS NOT A LEGAL, TAX, FINANCIAL, OR INVESTMENT ADVISOR, AND NOTHING PROVIDED BY EVEREST GROUP IS LEGAL, TAX, FINANCIAL, OR INVESTMENT ADVICE. NOTHING EVEREST GROUP PROVIDES IS AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO PURCHASE ANY SECURITIES OR INSTRUMENTS FROM ANY ENTITY. NOTHING FROM EVEREST GROUP MAY BE USED OR RELIED UPON IN EVALUATING THE MERITS OF ANY INVESTMENT. DO NOT BASE ANY INVESTMENT DECISIONS, IN WHOLE OR PART, ON ANYTHING PROVIDED BY EVEREST GROUP.

ANY STATEMENTS THAT EXPRESS OR INVOLVE DISCUSSIONS WITH RESPECT TO PREDICTIONS, EXPECTATIONS, BELIEFS, PLANS, PROJECTIONS, OBJECTIVES, GOALS,

ASSUMPTIONS, OR FUTURE EVENTS OR PERFORMANCE ARE NOT STATEMENTS OF HISTORICAL FACT AND MAY BE “FORWARD LOOKING STATEMENTS.” FORWARD LOOKING STATEMENTS ARE BASED ON EXPECTATIONS, ESTIMATES, AND PROJECTIONS AT THE TIME THE STATEMENTS ARE MADE THAT INVOLVE A NUMBER OF RISKS AND UNCERTAINTIES WHICH COULD CAUSE ACTUAL RESULTS OR EVENTS TO DIFFER MATERIALLY FROM THOSE PRESENTLY ANTICIPATED. FORWARD LOOKING STATEMENTS MAY BE IDENTIFIED THROUGH THE USE OF WORDS SUCH AS “EXPECTS”, “WILL”, “ANTICIPATES”, “ESTIMATES”, “BELIEVES”, AMONG OTHERS, OR BY STATEMENTS INDICATING THAT CERTAIN ACTIONS “MAY”, “COULD”, OR “MIGHT” OCCUR. PAST RESULTS ARE NOT NECESSARILY INDICATIVE OF FUTURE PERFORMANCE.

PRODUCTS AND/OR SERVICES REPRESENT RESEARCH OPINIONS OR VIEWPOINTS, NOT REPRESENTATIONS OR STATEMENTS OF FACT. ACCESSING, USING, OR RECEIVING A GRANT OF ACCESS TO AN EVEREST GROUP PRODUCT AND/OR SERVICE DOES NOT CONSTITUTE ANY RECOMMENDATION BY EVEREST GROUP THAT RECIPIENT (1) TAKE ANY ACTION OR REFRAIN FROM TAKING ANY ACTION OR (2) ENTER INTO A PARTICULAR TRANSACTION. NOTHING FROM EVEREST GROUP WILL BE RELIED UPON OR INTERPRETED AS A PROMISE OR REPRESENTATION AS TO PAST, PRESENT, OR FUTURE PERFORMANCE OF A BUSINESS OR A MARKET.

THE INFORMATION CONTAINED IN ANY EVEREST GROUP PRODUCT AND/OR SERVICE IS AS OF THE DATE PREPARED AND EVEREST GROUP HAS NO DUTY OR OBLIGATION TO UPDATE OR REVISE THE INFORMATION OR DOCUMENTATION. EVEREST GROUP MAY HAVE OBTAINED INFORMATION THAT APPEARS IN ITS PRODUCTS AND/OR SERVICES FROM THE PARTIES MENTIONED THEREIN, PUBLIC SOURCES, OR THIRD PARTY SOURCES, INCLUDING INFORMATION RELATED TO FINANCIALS, ESTIMATES, AND/OR FORECASTS. EVEREST GROUP HAS NOT AUDITED SUCH INFORMATION, AND ASSUMES NO RESPONSIBILITY FOR INDEPENDENTLY VERIFYING SUCH INFORMATION AS EVEREST GROUP HAS RELIED ON SUCH INFORMATION BEING COMPLETE AND ACCURATE IN ALL RESPECTS. NOTE, COMPANIES MENTIONED IN PRODUCTS AND/OR SERVICES MAY BE CUSTOMERS OF EVEREST GROUP OR HAVE INTERACTED WITH EVEREST GROUP IN SOME OTHER WAY, INCLUDING, WITHOUT LIMITATION, PARTICIPATING IN EVEREST GROUP RESEARCH ACTIVITIES.

UNLESS EXPRESSLY AUTHORIZED IN WRITING AND SIGNED BY THE GENERAL COUNSEL OR A DULY ELECTED DIRECTOR OR OFFICER OF AN EVEREST GROUP ENTITY, IN NO EVENT WILL AN EVEREST GROUP PRODUCT AND/OR SERVICE, OR ANY PORTIONS THEREOF, BE USED OR DISCLOSED (i) IN ANY DOCUMENT FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY FOREIGN EQUIVALENT OR COMPARABLE, (ii) IN ANY DOCUMENT FILED OR DISTRIBUTED IN CONNECTION WITH ANY PURCHASE OR SALE OF SECURITIES OR INSTRUMENTS, (iii) IN CONNECTION WITH ANY ATTEMPT OR ACTION TO OBTAIN FINANCING OR ANYTHING ELSE OF VALUE, OR (iv) IN CONNECTION WITH ANY FAIRNESS OPINION ISSUED IN CONNECTION WITH ANY TRANSACTION.

INTERNET AND TELECOMMUNICATIONS PROVIDERS’ PRODUCTS OR SERVICES MAY BE INSECURE AND EVEREST GROUP IS NOT LIABLE FOR ANY KIND OF DAMAGE OR LOSS CAUSED IN PART BY SAID PRODUCTS OR SERVICES IMPERFECTIONS. EVEREST GROUP TAKES ACTION TO PROTECT ITS PRODUCTS AND/OR SERVICES FROM VIRUSES, MALICIOUS CODE, AND ANY SIMILAR THINGS; HOWEVER, EVEREST GROUP DOES NOT GUARANTEE THAT ITS PRODUCTS AND/OR SERVICES WILL BE FREE OF SUCH.

6. Ownership, Licenses, and Citations

- a. Pursuant to the Order, Everest Group hereby grants to Customer the limited, non-exclusive, non-transferrable right for Customer’s Internal Use of its Products and Services. “Internal Use” is defined as: Customer employees may access and refer to the Products and/or Services within the scope of their employment. The Order will determine (i) the number of Customer employees who have this license or (ii) the type of employees who have this license e.g. the marketing department. If the Order is silent, then all Customer employees have the Internal Use license for the term of the Order.

- b. If expressly allowed by the Order, Customer may have the limited, non-exclusive, non-transferrable right for Customer's External Use of its Products and/or Services. "External Use" is defined as: (i) Customer reprinting and/or displaying an Everest Group Product and/or Service (or a portion thereof) on its website, a webinar, or other channel for Customer marketing purposes and/or (ii) Customer may cite minor excerpts from Everest Group Products and/or Services, provided, however, in all cases, the content or context is not altered or misrepresented by any act or omission. The Order determines whether Customer External Use includes 6(b)(i), 6(b)(ii), or both 6(b)(i) and 6(b)(ii). In any event, when using a Product and/or Service externally, Customer will abide by and adhere to Everest Group's Citation Policy, as described below.
- c. Everest Group's Citation Policy is as follows.
 - i. Customer must adhere to the following guidelines when quoting or displaying Everest Group's research materials and when using the Everest Group's logo and visual arts.
 - ii. To cite Everest Group, written approval from Everest Group is required. After reading this Section 6(c), send an email to info@everestgrp.com with the subject line: "Request Citation Approval." Provide the full citation and context for the Customer request. Also include a draft copy of any press releases and other marketing materials such as newsletters, email campaigns, direct mail, etc. Everest Group will reply by email within two business days.
 - iii. All citations of Everest Group's Products and/or Services must be attributed in the following manner: Title, Everest Group, Date of Publication.
 - iv. Customer may display graphics from the applicable Everest Group Product and/or Service only in its entirety, including all referenced companies contained in the original research material, Everest Group's copyright, and Everest Group's logo.
 - v. All citations must be limited in scope to minor excerpts. Full reproduction of Everest Group's research materials are prohibited unless otherwise expressly permitted by Everest Group in writing.
 - vi. All citations must be limited to Everest Group research materials published within the past 12 months, unless given express permission otherwise.
 - vii. Citations that negatively portray another company and/or its services or compares one company and/or its services with another may not be cited. In addition, Everest Group's Products and/or Services may not be cited in any material that negatively portrays another company and/or its services or compares one company and/or its services with another.
 - viii. Everest Group's research materials may not be referenced or appear in any client boilerplates.
 - ix. With respect to Everest Group's PEAK Matrix®, Customer must use the specific citation policy for PEAK Matrix®, available here: <https://www.everestgrp.com/published-research/peak-matrix/peak-matrix-citation-policy/>
 - x. On request from Everest Group, Customer will have recipients and/or anyone who will have access to Products and/or Services execute a non-reliance notice drafted by Everest Group.
- d. For the avoidance of doubt, without limitation, Customer will not sell, sub-license, improve, modify, or create derivatives of Everest Group Products and/or Services, including PEAK Matrix®, Pinnacle Model®, or any Everest Group copyrighted or trademarked materials. Customer retains its ownership rights in its intellectual property.
- e. Customer will not reverse engineer, decompile, disassemble, or access the Products and/or Services to benefit a competitive product or service. For the avoidance of doubt, Customer will not provide or give access to the Products and/or Services to competitors of Everest Group.
- f. Everest Group may modify, combine, anonymize, aggregate, normalize, improve, and/or the like data or information provided to it hereunder ("Enrichments"), including, without limitation, with such other data and information in the possession of Everest Group, without charging, paying, or owing any cost, royalty, or expense.
- g. Everest Group owns all rights, title, and interests in and to any and all Intellectual Property and Materials related to the Order.
- h. All rights not expressly granted to Customer are reserved by Everest Group. Everest Group is not performing any "work for hire" or anything similar.

7. Confidentiality

- a. Receiving Party will keep Confidential Information in strict confidence. Receiving Party will protect Confidential Information from unauthorized use or disclosure using the same degree of care it uses to protect its own confidential and/or proprietary information, but in any event will use at least a reasonable degree of care and industry standard physical, technical, and administrative measures to protect Confidential Information.
- b. Receiving Party and/or its Representatives may use Confidential Information in relation to the performance of

the Order and Receiving Party may disclose Confidential Information to its Representatives who have a need-to-know for performance of the Order. Receiving Party is responsible for any breach of confidentiality committed by its Representatives. Receiving Party will ensure its Representatives enter into confidentiality agreements with obligations at least as restrictive as the obligations hereunder.

- c. Receiving Party acknowledges that the wrongful disclosure or use of Confidential Information may result in irreparable harm that cannot be calculated or fully compensated by monetary damages. Therefore, the Disclosing Party will, in addition to any other relief, be entitled to seek injunctive relief for any violation of this agreement without having to establish the inadequacy of any other remedy available to it and without the requirement to post or pay any bond.
- d. Provided such is demonstrated through reliable documentation, the obligations of confidentiality will not apply if the information or documentation is:
 - i. already publicly known or becomes publicly known due in no part to the Receiving Party's fault;
 - ii. obtained by Receiving Party from a third party without Receiving Party having any obligation to keep said information or documentation confidential, provided, the third party had the legal right to make such a disclosure;
 - iii. already known to Receiving Party before disclosure hereunder or anticipation thereof, and without any obligations of confidentiality;
 - iv. independently developed by Receiving Party without using any of the Confidential Information; or
 - v. the Parties agree in writing such is not Confidential Information.
- e. If Receiving Party is required to disclose Confidential Information due to any court order, government agency demand, subpoena, deposition, interrogatory, or any other similar legal requirement, Receiving Party will, to the extent it is legally permissible, provide Disclosing Party with prompt written notice so that Disclosing Party may seek a protective order or other confidentiality protection. Receiving Party will cooperate with related reasonable requests from Disclosing Party.
- f. Confidential Information will remain confidential for a period of 5 years from the date of disclosure except if it is a trade secret, in which case it will remain confidential for so long as it is a trade secret.

8. Data Protection

The Data Protection Addendum (the "DPA", available at <https://www.everestgrp.com/DPA>) is hereby incorporated by reference as if fully reproduced herein. Among other things, the DPA incorporates, when applicable, the Standard Contractual Clauses (the "SCCs") as approved by appropriate governmental entities.

9. Terms of Use; Everest Group Property; and Feedback

- a. All licensees (including their employees and others, as applicable) or anyone who has Access (as defined in the Terms of Use) are subject to and agrees to abide by the Everest Group's Terms of Use, available at www.everestgrp.com/terms-of-use.
- b. Everest Group property is protected by U.S. and international law and conventions, including without limitation and as applicable, copyright and trademark law. For example, the Everest Group name and logo is trademarked. In addition to Everest Group®, Peak Matrix® and Pinnacle Model® are also trademarked. This is not an exclusive list of all Everest Group trademarks and this provision may be updated from time to time.
- c. Customer may choose to provide Everest Group with feedback or input, whether solicited by Everest Group or not. Feedback or input may include opinion, facts, needs, comments, suggestions, concepts, changes, improvements or modifications, creations, enhancements, or ideas (collectively, the "Feedback"). Feedback is Everest Group confidential information and Everest Group owns all rights, title, and interests in and to Feedback.

10. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVEREST GROUP BE LIABLE TO CUSTOMER FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SALE OR USE OF ITS PRODUCTS AND/OR SERVICES, REGARDLESS OF CAUSE, EVEN IF A PARTY WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER'S EXCLUSIVE REMEDY IS EVEREST GROUP WILL REPAIR OR REPLACE THE PRODUCT AND/OR SERVICE SO AS TO CURE THE MATERIAL DEFECT OR BREACH. SHOULD SUCH FAIL ITS ESSENTIAL PURPOSE, EVEREST GROUP WILL REFUND TO CUSTOMER THE COSTS AND/OR FEES PAID IN RELATION TO THE ORDER AT ISSUE; IN NO EVENT WILL EVEREST GROUP'S LIABILITY TO CUSTOMER EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO EVEREST GROUP UNDER THE ORDER AT ISSUE.

11. **General Provisions**

- a. *Dispute Resolution.* In the event of a dispute between Everest Group and Customer, Parties agree in good faith to attempt to resolve the dispute without resorting to litigation. Should a dispute arise, the aggrieved Party will notify the other of its claim in writing and the Parties will in good faith attempt to negotiate a resolution and/or settlement.
- b. *English Language.* Parties agree that these terms are written and executed in English, and all communications under or in connection with these terms will be in English. Any translation into any other language will not be the official version, and in the event of any conflict between the English version and the translated version, the English version will govern and control.
- c. *Term and Termination.* The term will be as dictated in the Order. If the Order does not dictate the term, then the term will last the duration of time contemplated to complete the applicable Product and/or Service. Except for memberships, an Order may be terminated by either party for convenience upon 60 days written notice.
- d. *Severability.* Any provision of these Everest Group Terms that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective and severable only to the extent necessary so that the remaining provisions will remain, be effective, and govern. Any provision deemed prohibited or unenforceable will be rewritten consistent with its purpose and to give the same or closest economic impact as originally intended.
- e. *Governing Law, Exclusive Jurisdiction and Forum.* If applicable, the UN Convention for the International Sale of Goods is hereby waived and does not apply. The Everest Group Terms (and all extra-contractual claims) will be governed and construed in accordance with the laws as outlined below in this Section 11(e), without regard to conflict of laws principles. The exclusive jurisdiction and forum for all claims and lawsuits, including all extra-contractual claims (for example, common law (such as a tort), statutory, or equitable claims), is the jurisdiction and forum as outlined below in this Section 11(e), and includes their appeals courts. Any objections to forum or jurisdiction are hereby waived, including *forum non conveniens*, and Parties hereby consent to the personal jurisdiction and forum selection of said courts.

If the Everest Group contracting entity is:	Then the Governing Law is:	And the exclusive jurisdiction and forum is:
(i) Everest Global, Inc. or (ii) a combination of Everest Group entities	State of Texas and the federal laws of the United States	Collin County, Texas
Everest Business Advisory India Private Limited	India	Delhi, India
Everest Group Consulting Limited	England and Wales	England and Wales
Everest Outsourcing Canada Co.	Canada	Nova Scotia, Canada

- i. *Reviewed by Counsel and Plain Language Interpretation.* Each Party acknowledges that this agreement was reviewed and/or negotiated by their legal counsel and agree that all provisions will be interpreted in accordance with its plain language and there will be no inference against a Party because it or its legal counsel was the drafter.
- j. *Customer.* Everest Group may publicize the fact that Customer is, in fact, a customer, including the use of its logo for such purpose.
- k. *Entire Agreement and Order of Precedence.* The Everest Group Terms (and the documents it incorporates or references herein) and the Order constitutes the entire agreement between the parties with respect to the related subject matter herein and it supersedes, cancels, and terminates all prior oral or written agreements, understandings, arrangements, negotiations, communications, and/or representations between them with respect to the subject matter herein. In the event of a conflict or inconsistency between the DPA, Everest

Group Terms, the Terms of Use, or the Order, and any other agreement, then the order of precedence will be the (1) DPA (2) Everest Group Terms (3) Terms of Use and (4) Order.

- l. *No Waiver by Everest Group.* No waiver of any right, interest, or obligation can occur except in writing from an authorized representative of Everest Group. The rights, powers, and remedies to Everest Group provided herein are cumulative and are not exclusive of any rights, powers, or remedies provided by law.
- m. *Anti-Assignment and Binding Effect.* The rights, interests, and obligations hereunder will not be assigned or delegated by Customer without the prior written consent of Everest Group. Any assignment or delegation without such prior written consent is null and void. The terms of the Parties' agreement inure to and bind each Parties' successors and assigns, heirs, executors, and representatives.
- n. *Force Majeure.* In no event will Everest Group be liable for any failure or delay in delivering hereunder due to or arising out of forces beyond its reasonable control, including, for instance, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, virus, pandemic, Internet service provider failure or delay, or denial of service attack.
- o. *Independent Research.* Customer acknowledges and agrees that Everest Group is an independent research company, and that Everest Group may discuss Customer in its research and publications (including use its name and logo). The Customer relationship does not impact Everest Group's independent research or assessments.
- p. *Insurance.* Everest Group procures and maintains insurance policies it believes is sufficient to adequately address common business risks. Everest Group will provide Customer its insurance certificates upon request.
- q. *Background Checks and Drug Screening.* Everest Group exercises background checks and drug screening of its employees in ways it believes is (1) sufficient to adequately address common business risks and (2) is suitable for the applicable region. Everest Group will provide Customer its background check and drug screening policies and/or practices upon request.
- r. *Allocation of Risk.* Provisions related to limitation of liability, disclaimers, force majeure, and the like are to allocate the risks of the agreement between the Parties. Allocation of risk informed Everest Group's pricing and forms an essential part of this agreement.
- s. *Further Assurances.* Parties agree to do any and all things to ensure the benefits bargained for and the intent of the Everest Group Terms are realized, including without limitation signing or executing any additional documentation, agreements, assignments, oaths, or affidavits.
- t. *Audits.* Customer may request to conduct an audit of Everest Group's practices to fulfill Customer's compliance requirements. All related out-of-pockets costs and expenses will be borne by Customer.
- u. *Effective Date.* The effective date will be as stated in the Order. If not stated therein, the effective date will be the date of last signature or, if no signature is required, the date Everest Group begins performance.
- v. *Survival.* All rights, interests, and obligations which by their nature should survive beyond the term or expiration will survive the termination or expiration of the Everest Group Terms and the Order, and will remain in full force and effect. For the avoidance of doubt, without limitation, this includes the terms of Sections 2, 5-11.
- w. *Counterparts, Signature, and Originals and Copies.* The agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same document. Signatures by hand or electronic signatures constitute the explicit and valid acceptance thereof (for electronic signatures e.g. DocuSign, PandaDoc, AdobeSign, etc.). Facsimile, digitally scanned, or other similar copies of signatures will be valid and binding as originals. Delivery of an executed copy by facsimile, email, or other reliable electronic means is as effective for all purposes as a physical delivery of an original.