



## 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").

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

### 1. **Definitions**

- a. **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 having the power to direct the management and policies of an entity, whether through ownership or by contract.
- b. **Confidential Information:** (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, 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.
- c. **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 set forth in the Order. Customer may also be referred to as "Member" or "You"; "Member" and "You" have the same meaning as Customer hereunder.
- d. **Disclosing Party:** Party hereto (including through its Representatives) disclosing information or documentation hereunder.
- e. **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 or entities is the entity or entities as set forth in the Order.
- 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, trademarks (including service marks, trade dress, and logos), trade names, corporate names, trade secrets, know-how, Enrichments (as defined below), Products and/or Services (as defined below), and any other similar materials that may exist, as well as all intellectual property rights in the foregoing, including any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- g. **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.
- h. **Products and/or Services:** the products and/or services offered by an Everest Group entity or entities, including, without limitation, membership, subscription, platform access, generative artificial intelligence product, generative artificial intelligence platform or service, analyst inquiry, report, whitepaper, viewpoint, publication, renewable product or service, strategy workshop, article, custom research, data cut, sponsored material, presentation, advisory services, or other products, materials, or services. "Products and Services" and "Products and/or Services" may be used interchangeably and have the same meaning hereunder.<sup>1</sup>

<sup>1</sup> Products and/or Services do not include event tickets or event sponsorships. The purchase of event tickets or event sponsorships, however, may occur through an Order. Accordingly, you agree event tickets are governed by the terms available at [www.everestgrp.com/event-registration-terms](http://www.everestgrp.com/event-registration-terms) and event sponsorships are governed by the terms available at [www.everestgrp.com/event-sponsorship-terms](http://www.everestgrp.com/event-sponsorship-terms), and such terms are hereby incorporated by reference into your Order to the extent applicable.

- i. Receiving Party: Party hereto (including through its Representatives) receiving information or documentation hereunder.
- j. Representatives: any employee, contractor, director, officer, Affiliate, or Affiliate employee.

## 2. **Performance and Acceptance**

- a. In accordance with the Order, applicable Products and/or Services will be delivered or made available to Customer. Delivery through email or access online is acceptable.
- b. All purchases from Everest Group constitute an option to access the Product and/or Service set forth in the Order. If the Order does not specify a term, then the term is one (1) year from the effective date. If not utilized within this period, the Customer's applicable right to the Product and/or Service will automatically expire without refund, credit, or further liability on the part of Everest Group, and all amounts set forth in the Order remain due and payable.
- c. 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.
- d. If a Product and/or Service is rightfully rejected and not accepted by Customer, then Everest Group will have a reasonable time to cure the material deficiency. Once the material deficiency is cured, Customer will once again promptly inspect and thoroughly review the Products and Services, restarting the process described in paragraph 2(c). Customer will provide Everest Group at least two opportunities to cure.
- e. 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.
- f. No Order will create a joint venture, partnership, teaming agreement, or anything similar. Everest Group acts as an independent contractor or vendor only.
- g. Any entity within the Everest Group may be engaged by the contracting Everest Group entity or entities in performance of an Order.
- h. Customer may only seek remedy from the applicable contracting Everest Group entity or entities.
- i. 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 of each Party. 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 set forth in the Order. If not otherwise set forth in the Order, Customer will pay immediately upon receipt of an invoice. Everest Group may invoice upon Customer signing the Order or the commencement of performance by Everest Group, whichever is earlier. Invoices are deemed received on the date of electronic delivery to the Customer.
- 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. Costs 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.
- d. In the event of nonpayment or late payment, Everest Group reserves the right to withhold delivery of or suspend access to Products and/or Services. Furthermore, if any amount due to Everest Group is not paid in full by the due date, the unpaid amount will accrue interest at the rate of the lesser of (i) 1.5% per month (18% per annum) or (ii) the maximum rate permitted by applicable law, from the due date until payment is

received in full. In addition to interest, Customer will be responsible for all costs incurred by Everest Group in connection with the collection of overdue amounts, including but not limited to, reasonable attorneys' fees, court costs, and collection agency fees.

5. **Ownership, Licenses, and Citations**

- a. Everest Group hereby grants to Customer the limited, non-exclusive, and non-transferrable right for Customer's Internal Use of the Products and/or Services identified in the Order. "Internal Use" is defined as: Customer employees may access the Products and/or Services within the scope of their employment. The Order will specify (i) the number of Customer employees who possess this right or (ii) the type of employees who possess this right 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, and non-transferrable right for Customer's External Use of the Products and/or Services identified in the Order. "External Use" is defined as: (i) Customer 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 (i.e. reference, quote, or reproduce) minor excerpts from Everest Group Products and/or Services, provided, however, in all cases, the content or context is not altered or misrepresented in any way by any act or omission, including, without limitation, by citing an incomplete portion of the Products and/or Services such that the incomplete portion changes or misrepresents the meaning or context of the excerpt. The Order will specify whether Customer's External Use license includes rights under paragraph 5(b)(i), 5(b)(ii), or both paragraphs 5(b)(i) and 5(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 set forth in Everest Group's Terms of Use.
- c. Everest Group may modify, combine, anonymize, aggregate, normalize, improve, use, 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, fee, or expense.
- d. Everest Group owns all rights, title, and interests in and to any and all Intellectual Property and Materials related to the Order, this agreement, or the Products and/or Services.
- e. All rights not expressly granted to Customer are reserved and retained by Everest Group. In providing Products and/or Services, Everest Group is not creating or performing any work made for hire or "work for hire" or anything similar. Nothing in this agreement will result in any assignment or transfer of Everest Group Intellectual Property and Materials to Customer.

6. **Confidentiality**

- a. Receiving Party will keep Confidential Information in confidence. Receiving Party will protect Confidential Information from unauthorized use, access, 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 commercially reasonable physical, technical, and administrative measures.
- b. Receiving Party and/or its Representatives may use Confidential Information for performance of the Order and pursuant to this agreement. Receiving Party is responsible for any breach of confidentiality committed by its Representatives. Receiving Party will ensure its Representatives enter into written confidentiality agreements with obligations at least as restrictive as the obligations hereunder.
- c. Receiving Party acknowledges that the wrongful disclosure, access, 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 law, rule, regulation, 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 remedy. Receiving Party will cooperate with and provide reasonable assistance to the Disclosing Party in responding to reasonable requests from Disclosing Party related to opposing disclosure or seeking a protective order or other limitation on disclosure. Any such actions taken at the request of the Disclosing Party will be at the Disclosing Party's expense.
- f. Confidential Information will remain confidential for a period of five (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.

## 7. **Data Protection**

- a. 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.

## 8. **Terms of Use**

- a. Everest Group's Terms of Use, available at [www.everestgrp.com/terms-of-use](http://www.everestgrp.com/terms-of-use), is hereby incorporated by reference as if fully reproduced herein. These Terms of Use include Everest Group's Notices and Disclaimers.

## 9. **LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY**

IF ARISING OUT OF OR RELATED TO THE PRODUCTS AND/OR SERVICES, THE ORDER, OR THESE EVEREST GROUP TERMS, IN NO EVENT WILL EVEREST GROUP OR RELATED PARTIES (INCLUDING ITS AFFILIATES, SUBSIDIARIES, INSURERS, REINSURERS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, ENHANCED, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER SIMILAR DAMAGES, OR DAMAGES OR LOSSES RELATED TO BUSINESS INTERRUPTION, INTERRUPTION OF USE OF DATA OR SERVICES, INCREASED COSTS, DIMINUTION IN VALUE, COST OF REPLACEMENT GOODS OR SERVICES, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA, LOSS OF INFORMATION, LOSS OF USE, OR LOSS OF ANY OTHER ECONOMIC ADVANTAGE, IN EACH CASE, REGARDLESS OF CAUSE OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, WHETHER BASED IN CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR EQUITY), AND REGARDLESS OF WHETHER A PARTY WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR WHETHER SUCH DAMAGES OR LOSSES WERE OTHERWISE FORESEEABLE.

THE SOLE AND EXCLUSIVE REMEDY EVEREST GROUP WILL PROVIDE IN RELATION TO ANY ALLEGED BREACH OF THESE EVEREST GROUP TERMS OR AN ORDER, OR ANY ALLEGED DEFECT IN A PRODUCT AND/OR SERVICE IS EVEREST GROUP WILL REPAIR OR REPLACE, AT ITS DISCRETION, THE PRODUCT AND/OR SERVICE SO AS TO CURE ANY MATERIAL DEFECT OR MATERIAL BREACH. SHOULD SUCH REPAIR OR REPLACEMENT FAIL ITS ESSENTIAL PURPOSE, EVEREST GROUP WILL REFUND TO CUSTOMER THE COSTS AND/OR FEES PAID BY CUSTOMER TO EVEREST GROUP IN RELATION TO THE ORDER AT ISSUE TO THE EXTENT OF THE FOLLOWING LIMIT. IN NO EVENT WILL EVEREST GROUP'S OR RELATED PARTIES' AGGREGATE LIABILITY, ARISING OUT OF OR RELATED TO THESE EVEREST GROUP TERMS, AN ORDER, OR THE PRODUCTS AND/OR SERVICES, EXCEED THE AMOUNTS PAID OR OWED TO EVEREST GROUP UNDER THE ORDER AT ISSUE IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF CAUSE OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, WHETHER BASED IN CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR EQUITY).

THIS PROVISION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT LIABILITY FOR FRAUD OR FRAUDULENT

MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. **LIMITATION ON CLAIMS**

- a. To the extent permitted by applicable law, any claim, dispute, or cause of action arising out of or relating to these Everest Group Terms, any Order, or the Products and/or Services must be commenced within one (1) year from the date the claim first arose. IF NOT FILED WITHIN THIS PERIOD, SUCH CLAIM, DISPUTE, OR CAUSE OF ACTION WILL BE PERMANENTLY BARRED.
- b. If a mandatory statutory limitation period applies that cannot be contractually modified, such period shall govern instead.

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. *Termination.* Everest Group may terminate an Order, effective upon written notice to Customer, if Customer, breaches these Everest Group Terms or the Order and such breach: (i) is incapable of cure; (ii) is for the payment of undisputed amounts owed, and it remains uncured for ten (10) days after Everest Group provides written notice thereof to Customer; or (iii) is capable of cure, and it remains uncured thirty days after Everest Group provides written notice thereof to Customer. Termination will not relieve Customer of its obligation to pay any amounts owed under the Order.
- d. *Severability.* If any provision or part of a provision is held to be unenforceable or prohibited in any jurisdiction, it will be ineffective in that jurisdiction only to the extent of such unenforceability or prohibition, and the remainder of these terms will remain in full force and effect.
- e. *Governing Law, Exclusive Jurisdiction and Forum.* If applicable, the United Nations Convention on Contracts for the International Sale of Goods is hereby waived and excluded and does not apply to the Everest Group Terms or the Order. The Everest Group Terms and the Order, including all extra-contractual claims (such as tort, statutory, common law, or equitable claims) will be governed and construed in accordance with the laws as described below in this section 11(e), without regard to conflict of laws principles.

The exclusive jurisdiction, forum, and venue for all disputes, claims, or legal proceedings, arising out of or relating to the Everest Group Terms or the Order, including all extra-contractual claims, is the jurisdiction, forum, and venue as outlined below in this section 11(e), and includes their appeals courts. Any objections to venue, forum, or jurisdiction are hereby waived, including *forum non conveniens*, and the Parties hereby consent to the personal jurisdiction, venue, and forum selection of said courts.

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

If the Everest Group contracting entity is not listed above, the governing law will be the laws of the State of Texas and the federal laws of the United States, and the exclusive jurisdiction, forum, and venue will be Collin County, Texas, including their appeals courts.

- f. *Reviewed by Counsel and Plain Language Interpretation.* Each Party acknowledges that it had an

opportunity to negotiate and review these Everest Group Terms with legal counsel of their choosing 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.

- g. *Customer*. Everest Group may publicize the fact that Customer is, in fact, a customer, including the use of its name and logo for such purpose.
- h. *Prior Agreements and Order of Precedence*. This agreement supersedes all prior agreements or understandings between the Parties on the subject matter herein. In the event of a conflict or inconsistency between the DPA, Everest Group Terms, the Terms of Use, the Order, and any other agreement, then the order of precedence will be (from highest to lowest): (1) Terms of Use (2) DPA (3) Everest Group Terms and (4) Order. To the extent of any direct conflict, the terms of the higher-ranked document will control.
- i. *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 provided to Everest Group herein are cumulative and are not exclusive of any other rights, powers, or remedies provided by law.
- j. *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 Everest Group Terms and Order inure to and bind each Parties' successors and assigns, heirs, executors, and representatives.
- k. *Force Majeure*. In no event will Everest Group be liable for any failure or delay in delivering Products and/or Services 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.
- l. *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 of Customer's name and logo). The Customer relationship does not impact Everest Group's independent research or assessments.
- m. *Code of Conduct*. Everest Group maintains a code of conduct that Everest Group will provide to Customer upon written request.
- n. *Insurance*. Everest Group procures and maintains insurance policies it believes are sufficient to adequately address common business risks. Everest Group will provide Customer its insurance certificates upon written request.
- o. *Background Checks and Drug Screening*. Everest Group conducts background checks and drug screening of its employees in ways it believes are (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 written request.
- p. *Allocation of Risk*. Provisions related to limitation of liability, disclaimers, force majeure, and the like are to allocate the risks between the Parties. Allocation of risk is an important element of Everest Group's pricing and forms an essential part of this agreement.
- q. *Further Assurances*. The 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.
- r. *Audits*. No more than once a year, Customer may request to conduct an audit of Everest Group's practices to fulfill Customer's commercially reasonable compliance requirements. All related out-of-pockets costs and expenses will be borne by Customer.
- s. *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.
- t. *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, 4-11.
- u. *Counterparts, Signature, and Originals and Copies*. If the Parties are signing an agreement, 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.
- v. *Customer Agreement to Everest Group Terms*. Customer agrees to these Everest Group Terms when:
  - (i) Customer provides their handwritten or electronic signature on an Order;
  - (ii) Customer, through browse-wrap, sign-in wrap, click-box, or click-wrap, accepts the Everest Group Terms;

- (iii) Customer consents to or acknowledges Everest Group's performance; or
- (iv) any other assent or agreement of Customer to these Everest Group Terms, whichever occurs first.
- w. *Authority to Bind.* The individual accepting the Everest Group Terms on behalf of Customer represents and warrants that they have the authority to bind Customer to the Everest Group Terms. Everest Group is reasonably relying upon this representation and warranty.
- x. *Rejection of Customer-Imposed Terms.* No other document provided by Customer or offer to purchase made by Customer—including, without limitation, any purchase order, confirmation, acknowledgement, browse-wrap, sign-in wrap, click-wrap or click-box acceptance, end-user license, or any other non-negotiated terms and conditions provided by Customer, or incorporated into any Customer materials or offer—will legally bind Everest Group or become a part of the agreement between Everest Group and Customer. Any terms proposed by Customer that are in addition to or different from the Everest Group Terms are hereby expressly rejected and not accepted by Everest Group.
- y. *Preservation of Other Everest Terms.* For the avoidance of doubt, nothing herein shall be interpreted to invalidate or limit other terms and conditions issued by Everest Group on [www.everestgrp.com/legal](http://www.everestgrp.com/legal) that expressly govern a specific transaction, such as Event Registration Terms for event ticket purchases or Event Sponsorship Terms for event sponsorship purchases.
- z. *Modification.* The Everest Group Terms may only be amended through negotiation and a written agreement signed by authorized representatives of the Parties.
- aa. *Integral element.* The Everest Group Terms are an integral element of the agreement between Everest Group and Customer.
- bb. *Everest Group Authorized Representatives.* 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, as updated from time to time.

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