

TERMS AND CONDITIONS

You are entering into this agreement with Alterian.

These Terms and Conditions ("Terms") apply to User use of the Services. By using the Services, User agree to be bound by these Terms. If you do not wish to be bound by these Terms you should not use the Services.

1. Defined Terms

In these Terms and Conditions, the following terms shall have the following meanings unless the context otherwise requires:

Alterian	"Alterian" means: Alterian Software LLC 1550 Larimer St., Suite 105 Denver, CO 80202, USA
User	"User" means either (A) you, working on behalf of an organization, or (B) the entity that entered into (or otherwise assumed obligations related to) an Alterian Order Form, or other license agreement with Alterian and made you an Permitted End User under that agreement.
Content	For the purposes of this Agreement, "Content" also includes any written reports sold or otherwise delivered to User as well as any information User receives from Alterian analysts, regardless of how that information is communicated to User.
Competitive Product	A "Competitive Product" is a product or service that, in whole or in part, provides customers with features, capabilities, or a core offering substantially similar to the products or services marketed and licensed by Alterian
Journey Insights Platform	"Journey Insights Platform" means the Journey Insight product, Sites and associated Services needed for delivery and functionality of the Journey Insights Platform
Insubstantial Amount of Insight	"Insubstantial Amount" means amount that is considered negligible, or insignificant in context in which is provided and would have no commercial value as Content or as part of Journey Insight Platform.
Services	Alterian provides User interface (the "Services") via its websites, including but not limited to www.alterian.com , https://insight.alterian.net , https://journeyinsight.ai , https://alterian.cx , https://journey-insight.com and any future domains or subdomains specifically designated for Journey Insight services by Alterian now or in the future
Site	Our websites currently include, but are not limited to, https://journeyinsight.ai , https://journey-insight.com , https://alterian.cx , www.alterian.com , and https://insight.alterian.net (each, a "Site" and collectively, the "Sites"). This list may be updated from time to time.

2. Services

2.1 **Site & Journey Insights Platform**

Alterian provides access to Journey Insights Platform via its Sites for the purpose of accessing the content of the Journey Insights Platform.

Alterian may suspend, disable or terminate your access to the Journey Insights Platform or Sites at any time.

- 2.2 **Trial Access.** If Alterian agrees to provide trial access, such access may be limited to certain subsections of Content.
- 2.3 **Updates.** Alterian may modify the Journey Insights Platform and Sites at any time without any notice.

3. Users

- 3.1 **Requirements for Use.** The Journey Insights Platform may only be accessed through valid login credentials issued to you or created by you. You must register for a User account using a unique User email address and password and complete the registration process by entering your information in the Alterian Sites including current, complete and accurate information as prompted by the form. By using the Journey Insights Platform you agree that you have read, understood, and consented to the terms of the Alterian Privacy Policy ("Privacy Policy"), which is available for your review on the Sites. Alterian may amend the Privacy Policy at any time without notice, and the amended Privacy Policy will be posted on the Sites.
- 3.2 **Responsibility for Use.** Your account User email address and password are solely for your individual use to access the Journey Insights Platform and you may not permit anyone else to use them or your account. You are responsible for all use of the Journey Insights Platform, Sites and Content accessed through your account (including any illicit use of your User email address or password) and for preventing such unauthorized use.
- 3.3 **Reporting Unauthorized Use or Access.** If you believe there has been unauthorized access or use of the Journey Insights Platform, the Sites or any Content through your account credentials, you must notify Alterian immediately by emailing support@alterian.com.

4. Allowed Usage

- 4.1 **Use Rights.** Alterian hereby grants to User a non-exclusive, non-transferable rights to use the Journey Insights Platform. The User shall not sell, lease, assign, sublicense or otherwise transfer Journey Insights Platform or Content in whole or in part, to any third party without Alterian permission. The User shall use Insubstantial Amount of Content for marketing and training purposes. The User shall use the Journey Insights Platform only as permitted under the Agreement.
- 4.2 **Use of Content and Insights in Presentations and Reports.** The User may incorporate insights from the Journey Insights Platform into presentations and reports (User's "Work Product") so long as (A) the quantity of data incorporated from the Journey Insights Platform into the Work Product has no independent commercial value and is not separately marketable by Alterian; (B) the Work Product is not issued on behalf of a third party; (C) the Work Product is not published to more than 50 individuals without the prior written consent of Alterian, which consent will not be unreasonably withheld; and (D) the incorporated Journey Insights Platform contains the following source attribution: Source: Alterian.

Alterian retains sole ownership over any Journey Insights Platform output incorporated into the Work Product. If Alterian assists User in the creation of Work Product, the User may be charged additional fees as agreed to in writing by Alterian and User in a separate Alterian Order Form.

- 4.3 **Printing & Downloading.** The User may print or download and store Insubstantial Amount of Content authorized by this agreement. However, the User may not use such printing and downloading to compile more than an insubstantial portion of the Alterian Journey Insights Platform.

5. Prohibited Usage

- 5.1 **No Uses Competitive with Alterian.** User agrees not to use the Journey Insights Platform in furtherance of a Competitive Product. The Journey Insights Platform may not be used for any competitive analysis of how Alterian's products and services compare to a Competitive Product being offered or developed by the User.
- 5.2 **Limitation on Distribution.** User will not and will not permit others to (A) make Journey Insights Platform and Services available to, or use any Journey Insights Platform for the benefit of, anyone other than User unless expressly stated otherwise, (B) sell, resell, license, sublicense, distribute, make available, rent or lease any Content, or include Journey Insights Platform and Services in a service bureau or outsourcing offering, (C) attempt to gain unauthorized access to Journey Insights Platform or Alterian's related systems, networks or data, (D) permit direct or indirect access to or use of Journey Insights Platform in a way that circumvents a, or to any of Alterian's (or Alterian's licensors') intellectual property except as expressly permitted under the Agreement, (E) reverse engineer any Journey Insights Platform and Service or Alterian software (to the extent such restriction is permitted by applicable law). All of the above should not prohibit the User in promoting Journey Insights Platform to a wider audience.
- 5.3 **No Technological Attacks or Scraping.** User may not use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code or any other device, program, tool, algorithm, process, or methodology to systematically access, acquire, copy, or monitor any portion of the Content or Site. Additionally, User may not modify, decompile, decrypt, disassemble or reverse engineer any portion of the Services or Site. Further, User will not use the Content in conjunction with any machine learning, neural network, deep learning, predictive analytics or other artificial intelligence computer or software program. If User collects data from the Site in violation of this Section 5.3, User agrees to promptly, upon receipt of invoice, delete such data and pay 150% of the then-current direct data pricing for such data.
- 5.4 **Unauthorized Access.** User may not-through hacking, password mining, or any other means-violate the security of the Site or attempt to gain unauthorized access to the Journey Insights Platform, Site, Content, or Alterian's computer systems. Authorized Users may not share their password or other login credentials to the Journey Insights Platform.
- 5.5 **No Violations of Third-Party Intellectual Property.** User may not use the Journey Insights Platform, Site, Services, or any Content in a manner that infringes or violates the intellectual property or proprietary rights of Alterian or any third party, including, without limitation, the rights of privacy and publicity.
- 5.6 **No Use in Violation of Laws.** User may not use the Journey Insights Platform, Site or Content in any manner that is unlawful or that harms Alterian. Additionally, the User may not use the Journey Insights Platform, Site or Content in any way that is fraudulent, false, or deceptive.

6. Reservation of Rights

Except as detailed below in this Section 6, all rights-including all copyrights and other intellectual property rights-in the Journey Insights Platform, Services, Site, and Content, belong to Alterian. Unless expressly provided otherwise, nothing in this Agreement is to be construed to grant User any license or right to the Journey Insights Platform, Site, Services or Content.

- 6.1 **Derivations of Content.** Authorized users retain ownership of derivative works they create using the Journey Insights Platform or the Services provided those works are significantly transformed to the point where any Content on which they are based, or that forms one or more inputs into them, is not easily decipherable or constructible by a person skilled in Journey Insight Platform.

7. Representations

User represents and warrants to Alterian that the User has the necessary authority to enter into and perform its obligations under this Agreement and that this Agreement has been duly authorized and executed by the User.

8. Warranty; Disclaimer

- 8.1. **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFICALLY STATED IN THIS SECTION, ALL INSIGHTS, PRODUCTS AND SERVICES ARE PROVIDED "AS-IS," AND ALTERIAN HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALTERIAN FURTHER DISCLAIM ALL WARRANTIES (I) RELATING TO THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE JOURNEY INSIGHTS PLATFORM OR ANY PORTION THEREOF THAT IS MADE AVAILABLE, (II) THAT THE JOURNEY INSIGHTS PLATFORM PROVIDED WILL BE FREE FROM ERRORS, OMISSIONS, DEFECTS, OR DELAYS IN OPERATION, OR FROM TECHNICAL INACCURACIES OR OTHER ERRORS
- 8.2. **Warranty.** ALTERIAN MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY OR COMPLETENESS CONTENT THEREIN OR GENERATED THEREWITH.
- 8.3. **User's assumption of risk.** ANY DECISIONS USER MAKES ON THE BASIS OF THE CONTENT ARE MADE SOLELY AT USERS OWN RISK. ALTERIAN HAS NO RESPONSIBILITY OR LIABILITY ARISING FROM SUCH DECISIONS. AND ALTERIAN HAS NOT AND CANNOT MAKE ANY GUARANTEE THAT THE CONTENT IS AN ACCURATE REFLECTION OF REAL-WORLD FACTS.
- 8.4. **No offer or solicitation.** THE CONTENT IS NOT AN OFFER, OR A SOLICITATION OF AN OFFER, TO BUY OR SELL ANY PARTICULAR SECURITY, STRATEGY OR INVESTMENT PRODUCT, NOR DOES THE CONTENT CONSTITUTE INVESTMENT ADVICE. PAST PERFORMANCE OF INVESTMENTS IS NOT INDICATIVE OF FUTURE RESULTS AND ACTUAL OUTCOMES MAY DIFFER MATERIALLY. THE VALUE OF INVESTMENTS REFERRED TO IN THE CONTENT AND THEIR INCOME MAY GO DOWN AS WELL AS UP. IF YOU CHOOSE TO INVEST IN ANY PRODUCT REFERRED TO IN THE CONTENT, YOUR CAPITAL WILL BE AT RISK AND YOU MAY LOSE SOME OR ALL OF YOUR INVESTMENT. THE CONTENT IS NOT INTENDED TO PROVIDE, AND SHOULD NOT BE RELIED ON, FOR FINANCIAL, OPERATIONAL, ACCOUNTING, TAX, LEGAL OR REGULATORY ADVICE. THE CONTENT DOES NOT CONSTITUTE A RESEARCH RECOMMENDATION FOR THE PURPOSES OF MAKING AN INVESTMENT OR ADVISING ON THE MERITS OF ONE.

9. Indemnification

- 9.1. **User's Promise to Indemnify.** User understands and agrees that is responsible for use of the Journey Insights Platform, Content and Services. User agrees to indemnify, defend and hold harmless Alterian, its subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any applicable third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of the use, misuse, or inability to use the Journey Insights Platform, Services or Content or any violation by User of these Terms or applicable laws.

10. Limitation of Liability

- 10.1. **Limitation on Aggregate Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE TOTAL AMOUNT PAID (OR PAYABLE, AS APPLICABLE) BY USER AND USER'S AFFILIATES HEREUNDER FOR THE INSIGHTS, PRODUCTS AND SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT USER'S AND USER'S AFFILIATES' PAYMENT OBLIGATIONS UNDER THE AGREEMENT. NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR FRAUD.
- 10.2. **Exclusion of Consequential and Related Damages.** EXCEPT FOR CLAIMS COVERED BY A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES OR GOODWILL, ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, OR THE PROCUREMENT OF ANY SUBSTITUTE PRODUCTS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 10.3. **No Liability for Fault with Journey Insights Platform, Content and Services.** Except as expressly agreed otherwise in this Agreement, (A) the Journey Insights Platform, Content and Services is provided "as-is" and "as available," and (B) Alterian will not be liable for any damages incurred by User that result from User's use of the Journey Insights Platform, Content and Services.
- 10.4. **Categorical Limitation on Damages.** Except for (A) User's indemnification obligations under this Agreement, (B) User's liability if it breaches the promises contained in Section 7, and (C) User's willful misconduct or gross negligence, under no circumstances will either party be liable for any indirect, incidental, special punitive, exemplary, or consequential damages with respect to this Agreement. This categorical limitation on damages applies even if such damages could have been foreseen or prevented.

11. Links to Third-Party Sites

- 11.1. The Site may contain links to other web sites ("Linked Sites").
- 11.2. The Linked Sites are not under the control of Alterian and Alterian is not responsible for the contents or operation of any Linked Site.
- 11.3. Alterian provides these links only as a convenience, and the inclusion of any link does not imply endorsement by Alterian of the Linked Sites or any association with its operators.

12. Relationship of the Parties

- 12.1. Nothing in this Agreement will be construed to create a partnership or joint venture between the parties.

13. Confidentiality

- 13.1. Except as otherwise provided herein, the terms of the Agreement shall be maintained as confidential by the parties.

- 13.2. User agrees that the Journey Insights Platform, Content and Services, and any other confidential or proprietary information or materials provided or made available by Alterian or its affiliates (collectively, "Confidential Information") shall be kept strictly confidential.
- 13.3. User agrees to (i) not disclose the Confidential Information to any third party for any purpose; (ii) use at least the same security measures as User uses to protect User's own confidential information but no less than commercially reasonable measures; and (iii) cease all use of the Confidential Information upon the expiration or termination of the Agreement.
- 13.4. User agrees that any breach of the provisions regarding ownership or confidentiality contained in the Agreement may cause Alterian irreparable harm, and Alterian may obtain injunctive relief as well as seek all other remedies available to Alterian under the Agreement, at law and in equity in the event of any breach or threatened breach of such provisions.
- 13.5. Alterian may make reference to the existence of the Agreement for the purposes of Alterian's published financial reports or Alterian's own promotional and advertising activities (such as including User on Alterian's consumer lists). Subject to first receiving the User's approval in writing (not to be unreasonably withheld or delayed), Alterian may issue a press release announcing the Agreement between the parties, publish case studies describing User's experience as an Alterian user, and publish or post such other information as approved by both parties.

14. Governing Law and Jurisdiction

- 14.1. For Alterian Software LLC, the Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with Journey Insights Platform shall be governed by and construed in accordance with the law of the state of New York.

15. Special Terms

- 15.1. If you are a Permitted End User and you are employed by an entity that executed an Alterian Order Form under which you are an Permitted End User and the terms related to such order form provide for additional or different rights for your use, those specific terms are null and void for the Journey Inside Platform and only these Terms will prevail over the terms of any other Agreement. Any other terms not related to Journey Insight Platform will survive and stay in place.