

Report Sharing Terms

Effective Date: July 26th, 2019.

Introduction

The present terms, which shall be interpreted in accordance with the laws of Texas, apply to:

1. Data, information and editorial content contained in Intratec Production Cost Reports ('Production Cost Reports' or 'Reports'); and
2. Data, information and/or editorial content complimentary to Production Cost Reports, provided as reports, presentations and/or spreadsheets ('Extra Analyses').

Glossary

In these terms:

"**Licensed Materials**" means the pricing data, price forecasts, market data, industry data, technology data and any other data, information and editorial content contained in Intratec Production Cost Reports and/or Extra Analyses.

"**Customer**" means: individual, institutional or corporate purchaser of the Reports and /or Extra Analyses identified in the Order Form.

"**Derived Content**" means materials created by or on behalf of the Customer, incorporating the Licensed Materials in combination with other information and/or data.

"**Unauthorized**" in relation to a person means any person other than a Customer.

About Production Cost Reports and Extra Analyses

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The Reports and Extra Analyses are developed independently by Intratec and, as such, are the opinion of Intratec and do not represent the point of view of any third parties nor imply in any way that they have been approved or otherwise authorized by third parties that are mentioned in this report.

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Use & Sharing

Customer may, in the course of its business, create Derived Content for internal use only, provided that; (i) the Customer acknowledges Intratec as a data source in relation to all Derived Content; and (ii) the Customer does not use or authorize the use of Derived Content in products that are competitive with Intratec Reports.

The Customer shall have a limited right in the ordinary course of its business to share a Report purchased and/or its content, according to the version of the Report, on a confidential basis, as defined below:

Basic Version. The Customer who purchased a Basic Version of a Report is allowed to share it and/or its content exclusively with CO-WORKERS FROM THE SAME INSTITUTION OR CORPORATION AS THE CUSTOMER, who also work at the SAME COUNTRY of the Customer.

Extended Version. The Customer who purchased an Extended Version of a Report is allowed to share it and/or its content exclusively with CO-WORKERS FROM THE SAME INSTITUTION OR CORPORATION AS THE CUSTOMER.

Advanced Version. The Customer who purchased an Advanced Version of a Report is allowed to share it with UP TO FIVE THIRD PARTIES, provided that such sharing complies with all the following conditions:

1. THE EXCERPT OF THE REPORT MUST BE ONLY A LIMITED EXTRACT (i.e. an insubstantial amount of data provided only on an ad hoc basis);
2. CUSTOMER ACKNOWLEDGES INTRATEC AS A SOURCE in relation to the excerpt of the Report, as follows:
"This information has been extracted from an Intratec Report. Intratec has not seen or reviewed any conclusions; recommendations or other views that may appear in this document. Intratec makes no warranties, express or implied, as to the accuracy, adequacy, timeliness, or completeness of its data or its fitness for any particular purpose. Intratec disclaims any and all liability relating to or arising out of use of its data and other content to the fullest extent permissible by law."
3. ANY DATA FROM INTRATEC REPORT MUST BE TREATED AS CONFIDENTIAL INFORMATION BY THE THIRD PARTY receiving the data from the Customer, in such a way that under no circumstances the receiving party will disclose/share the data received;
4. The shared excerpt of the Report is NOT used in products or services that are competitive with Intratec reports and data.

THE USE OF INTRATEC REPORTS DATA FOR ANY PURPOSES NOT EXPRESSLY PERMITTED BY THESE TERMS WOULD BE SUBJECT TO A SEPARATE ADDITIONAL LICENSE OR AGREEMENT AND ADDITIONAL OR DIFFERENT FEES OR PAYMENT ARRANGEMENTS.

The Customer further agrees to refrain from any general release of the information presented in Intratec Reports and/or Extra Analysis, so as to constitute passage of title into the public domain or otherwise jeopardize common law or statutory copyright.

No Notice of Updates

Intratec reserves the right to modify or change these sharing terms from time to time without notice. The latest version will be available on the Site. Your election to continue use of the Site, after the date of posting of these modifications to the terms constitutes acceptance of those modifications.