

TERMS OF USE

EFFECTIVE DATE: August 31, 2021

Welcome to Sapiient Insights Group! We encourage you to take advantage of the content and features available on SapiientInsightsResearch.com (the "Website") and all Sapiient Insights-owned websites (each, a "website").

Please read these non-negotiable terms of use carefully before using the website. By continuing to use the website, you (the "Customer") agree to be bound by these Terms of Use.

If you purchase any subscription products or services from Sapiient Insights Group ("Services"), the terms of use for those Services will be set forth in a separate sales contract between you and Sapiient Insights Group. These Terms of Use will not in any way change or limit your rights and obligations under your Sapiient Insights Group sales contract.

If you have not yet purchased Services from Sapiient Insights Group or are not already a Sapiient Insights Group Client, we encourage you to [contact us](#) to learn more about the benefits and value that Sapiient Insights Group can provide.

PURPOSE OF AGREEMENT

The Services are made available to Customer by Sapiient Insights Group and are subject to the following Terms of Use (the "Terms"), Privacy Policy ("Privacy Policy"), and Media Usage Policy ("Media Usage Policy"). Sapiient Insights Group may also offer other services under different terms of service.

WEBSITE CONTENT AND COPYRIGHT

This Website is the property of Sapiient Insights Group and is protected by U.S. and international copyright law and conventions. Sapiient Insights Group grants to Customer the right to access and use the Website, so long as such use is for internal information purposes, and Customer does not alter, copy, disseminate, redistribute or republish any content or feature of this Website. Customer acknowledges that access to and use of this Website is subject to these Terms and any expanded access or use must be approved in writing by Sapiient Insights Group.

INTELLECTUAL PROPERTY RIGHTS

Sapient Insights Group, both the word and mark, and the logos are trademarks of Sapient Insights Group. Customer agrees not to display or use, in any manner, the Sapient Insights Group trademarks, without Sapient Insights Group's express prior written consent. Customer acknowledges and agrees that Sapient Insights Group is and shall remain the exclusive owner of all right, title and interest in and to the Services, including without limitation all patent, copyright, trade secret, trademark and other intellectual property rights therein, including any optimizations, enhancements, modifications or additional features added from time to time by Sapient Insights Group, whether in connection with Customer's use or feedback or otherwise. Except for the right to use the Services strictly in accordance with these Terms, as amended or modified from time to time, no license or conveyance of any such proprietary rights to Customer is granted or implied under these Terms.

CHANGES OR UPDATES TO THE WEBSITE

Sapient Insights Group reserves the right to change, update or discontinue any aspect of this Website at any time without notice. Your continued use of the Website after any such change constitutes your agreement to these Terms, as modified.

DISCLAIMER OF WARRANTIES

Sapient Insights Group does not make any warranties, express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to this Website. Although Sapient Insights Group takes reasonable steps to screen this Website for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties, Sapient Insights Group cannot guarantee that it will be free of infection or that it will be available at any particular time or location.

ACCURACY OF INFORMATION

While the information contained on this Website has been obtained from sources believed to be reliable, Sapient Insights Group disclaims all warranties as to the accuracy, completeness, or adequacy of such information. Customer assumes sole responsibility for the use it makes of this Website to achieve his/her intended results.

THIRD-PARTY LINKS

This Website may contain links to other third-party websites, which are provided as additional resources for the convenience of Customers. Sapient Insights Group does not endorse, sponsor, or accept any responsibility for these third-party websites. Customer agrees to direct any concerns relating to these third-party websites to the relevant website administrator.

LIMITATION OF LIABILITY

In no event will Sapiant Insights Group be liable for: (a) any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by Customer's use of or inability to use the Services, even if Sapiant Insights Group has been advised of the possibility of such damages. Customer's sole and exclusive remedy for any dispute with Sapiant Insights Group related to any of the services shall be termination of such services. In no event shall Sapiant Insights Group's liability to Customer, whether direct or indirect, exceed the fees actually paid by Customer to Sapiant Insights Group for such services in the current year of the events giving rise to the claim. Customer agrees that the foregoing is an agreed allocation of risk and is a reflection of the rights and obligations agreed upon by Customer and Sapiant Insights Group in these terms and; (b) any claim attributable to errors, omissions or other inaccuracies in the information provided on this Website.

TERM OF SERVICE

Agreeing to the Terms of Use, this Season Pass will auto-renew annually on or about September 30 when Sapiant Insights Group releases its Annual HR Technology White Paper. To opt-out of the auto-renewal, please contact us at research@sapiantinsights.com.

TERMINATION

In accessing and using this Website, Customer agrees to comply with all applicable laws and agrees not to take any action that would compromise the security or viability of this Website. Sapiant Insights Group may terminate Customer's access to this Website at any time for any reason. The terms hereunder regarding Disclaimer of Warranty, Accuracy of Information, Indemnification, and Third-Party Rights shall survive termination.

INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless Sapiant Insights Group, its affiliates, licensors, and their respective officers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of Customer's use/misuse of this Website.

THIRD-PARTY RIGHTS

The terms hereunder regarding Disclaimer of Warranty, Limitation of Liability and Indemnification are for the benefit of Sapiant Insights Group, and its licensors, employees and

agents, each of whom shall have the right to assert and enforce those terms against a Customer.

GENERAL PROVISIONS

Any provision in any written communication received by Sapient Insights Group in connection with this Website, which is inconsistent with, or adds to, these Terms is void. If any term hereunder is determined by a court of competent jurisdiction to be invalid, all remaining terms will remain in full force and effect

GOVERNING LAW

These Terms and the resolution of any dispute arising hereunder shall all be governed and construed in accordance with the laws of the state of Georgia, without regard to its conflicts of law principles. Customer consents to the jurisdiction of the courts of the state of Georgia.

PRIVACY STATEMENT

Customer's right to privacy is of paramount importance to Sapient Insights Group. When you register to use our Website, Sapient Insights Group will ask you to provide your name, organization, email address, and other related information. Sapient Insights Group will use this information to provide you with a more personalized online experience and, where applicable, to process orders, as well as to keep track of what topics are of interest to our Customers. Sapient Insights Group will not share this information with any third party. Read our [Privacy Policy](#) for more information on how we protect your privacy.

RESTRICTION ON USE

Customer will not (i) violate the security of the Website nor attempt to gain unauthorized access to the Website, data, materials, information, computer systems or networks connected to any server associated with the Website, through hacking, password timing or any other means; (ii) take nor attempt any action that, in the sole discretion of Sapient Insights Group, imposes or may impose an unreasonable or disproportionately large burden on the Website or its infrastructure; (iii) use nor attempt to use any "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other automated device, program, tool, algorithm, process or methodology to access, acquire, copy, or monitor any portion of the Website, any data or content found on or accessed through the Website without the prior written consent of Sapient Insights Group; (iv) forge headers or otherwise manipulate identifiers in order to disguise the origin of any other content.

PAYMENTS

Sapient Insights Group employs a no refunds policy, regardless of use of the Services. ALL SALES ARE FINAL. Customer agrees and acknowledges that Customer's obligation to pay fees continues through the end of the billing period, monthly or annual, during which Customer cancels Customer's Services.

UPDATES TO TERMS

Sapient Insights Group reserves the right to update the Terms of this agreement from time to time.

ACCEPTANCE

BY CLICKING THE "ACCEPT" BUTTON OR CHECKING THE "ACCEPT" BOX OR OTHER MEANS PROVIDED FOR ACCEPTANCE YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY CUSTOMER TO ACCESS AND USE THE SERVICES; AND (ii) ACCEPT THESE CUSTOMER TERMS OF SERVICE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE "ACCEPT" BUTTON OR CHECK THE "ACCEPT" BOX OR OTHER MEANS PROVIDED FOR ACCEPTANCE AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SERVICE.

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