



**Poten & Partners, Inc.**

**ASPHALT WEEKLY MONITOR®**

**New Subscribers**

## SUBSCRIPTION AGREEMENT

666 Third Avenue, 27<sup>th</sup> Floor, New York, NY 10017

Tel: 212-230-2000 • Email: [asphalt@poten.com](mailto:asphalt@poten.com)

### SUBSCRIBER COMPANY (Bill to Address)

Name \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Country \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

### PRIMARY AUTHORIZED USER (Ship to address)

Name \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Country \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**PRODUCTS:** Please indicate below the number of Primary Authorized Users of the Asphalt Weekly Monitor® you would like to purchase. In the event there is more than one Primary Authorized User, please list the required information on the Additional Primary Authorized Users Form.

### Please Mark Applicable Boxes Below

Product	Price per Primary Authorized User per Year	Price per Additional Primary Authorized User per Year*
<b>Asphalt Weekly Monitor®</b> (delivered via e-mail)	\$7,495	\$2,495

**SUBSCRIPTION FEES:** The undersigned hereby subscribes to the **Asphalt Weekly Monitor®** for a total of \_\_\_\_\_ Primary Authorized Users and agrees to pay Poten \$\_\_\_\_\_, plus applicable taxes. New York customers should add applicable sales tax based upon delivery point. All Subscription Fees are in US dollars. All checks should be made payable to Poten & Partners Inc.

\*Additional Primary Authorized Users must be directors, officers or employees of the Subscriber Company or its wholly-owned subsidiaries. **Rates effective July 1, 2023 through December 31, 2023.**

### SUBSCRIPTION PERIOD:

- ☐ One-year period commencing \_\_\_\_\_ (month/day/year).  
☐ Two-year period (locks in current rates, to be paid upfront) commencing \_\_\_\_\_ (month/day/year).

By signing below you certify that you have read and agree to abide by the General Terms and Conditions, a copy of which is attached for your reference.

Company \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**PLEASE RETURN THE COMPLETED SUBSCRIPTION AGREEMENT TO: Asphalt Department**  
**By Email: ASPHALT@POTEN.COM**



## Poten & Partners, Inc.

### Additional Primary Authorized Users Form

666 Third Avenue, 27<sup>th</sup> Floor, New York, NY 10017

Tel: 212-230-2000 • Email: [asphalt@poten.com](mailto:asphalt@poten.com)

#### ADDITIONAL PRIMARY AUTHORIZED USER

Name \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Country \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

#### ADDITIONAL PRIMARY AUTHORIZED USER

Name \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Country \_\_\_\_\_  
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#### ADDITIONAL PRIMARY AUTHORIZED USER

Name \_\_\_\_\_  
 Company \_\_\_\_\_  
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 State \_\_\_\_\_ Zip \_\_\_\_\_  
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 Email \_\_\_\_\_

Please copy this page to add Additional Primary Authorized Users.

## GENERAL TERMS AND CONDITIONS

### Multi-Client Reports and Electronic Services

**1. General Terms and Conditions.** These General Terms and Conditions apply to the Reports and Services described in the attached Subscription Agreement (collectively, the "Products") and shall apply during the Subscription Period described in the Subscription Agreement and any extensions or renewals thereof (the "Term"). Certain Products may be accessed via the Poten & Partners, Inc. ("Poten") web portal (the "Poten Portal"). The Poten Portal may contain other reports and services which will be subject to separate terms and conditions and which are in addition to these General Terms and Conditions.

**2. Subscriber and Authorized Users.** Upon full payment of the Subscription Fee described in the attached Subscription Agreement, Poten will grant Subscriber Company a non-exclusive, non-assignable, non-transferable license to permit the Primary Authorized Users (as listed in the Subscription Agreement) and other directors, officers and employees of the Subscriber Company who work in the same offices as the ship to address listed in the Subscription Agreement (the "Secondary Authorized Users", together with the Primary Authorized Users, the "Authorized Users") the right to use the Products for their internal use during the Term. The Subscriber will inform each of the Authorized Users of the Subscriber's obligations under these General Terms and Conditions.

**3. Primary Authorized User Names.** In the event the Products are available via the Poten Portal, each Primary Authorized User will be assigned a Login and password (collectively, "User Codes"). Each Primary Authorized User is responsible for the confidentiality of its User Codes, and hereby agrees that the User Codes are for its personal use only and will not be provided to anyone. The Primary Authorized Users agree to immediately notify Poten in the event that any or all of its User Codes are lost or stolen, or they believe that the confidentiality of any or all of its User Codes has been compromised in any way.

**4. Copyright & Use Restrictions.** The Products are, and shall be at all times, solely owned by Poten and, are protected by copyright laws, trademarks, and other intellectual properties laws. The Primary Authorized Users may download and print the Products for such Primary Authorized User's internal use only, provided the Primary Authorized Users keep intact all copyright, confidentiality and similar provisions. Subscriber Company and its Authorized Users may not (a) reproduce, redistribute, resell or otherwise transfer the Products, or (b) store or post the Products on any intranet, extranet or other electronic system that provides access to anyone other than the Primary Authorized User.

**5. Confidentiality.** Poten may disclose to Subscriber through the Products information that is confidential, proprietary or otherwise not generally available to the public. Subscriber agrees that it shall treat such information as confidential and shall use such information only for its internal use. Confidential information does not include (a) information which is or becomes generally available to the public other than as a result of a disclosure in violation of the Subscription Agreement or another confidentiality undertaking, (b) information which was already known to the Subscriber prior to being furnished pursuant to the Subscription Agreement, and (c) information which becomes available on a non-confidential basis from a source other than Subscriber if such source was not subject to any prohibition against transmitting the information to Subscriber.

**6. Subscription Fees.** Payment is due upon acceptance of the Subscription Agreement by Poten. Subscriber will not be entitled to any refund if Subscriber cancels its subscription more than thirty (30) days following acceptance of the subscription by Poten. Sales tax, VAT and similar governmental charges and fees are

Subscriber's responsibility and will be added and billed to Subscriber, if applicable. Poten shall have the right to charge one and one quarter percent (1.25%) interest per month on any amounts due outstanding beyond thirty (30) days. Interest will be calculated based on a thirty-day month beginning on the date the payment is due and ending on the date the payment is received.

**7. Renewal.** If the Subscriber would like to renew the Subscription, the renewal will be effective upon the submission by the Subscriber, and the acceptance by Poten of, a new subscription agreement. The subscription fees are subject to change upon renewal.

**8. Termination.** Poten may terminate the Subscription or access to any or all of the Products upon breach by Subscriber (or any of the Authorized Users) of any of these General Terms and Conditions. Any such termination will not limit any other rights available to Poten. The Primary Authorized Users shall be permitted to access the Products via the Poten Portal (as applicable) for the one year subscription period. Poten reserves the right to post the Products to another password protected website and/or to provide the Products to the Primary Authorized Users via CDrom or similar media at any time.

**9. Limited Warranties & Liability.** The Products will be provided "as is," without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Subscriber acknowledges that the nature of the Products requires that Poten gather market intelligence from various public and industry sources. Poten will use reasonable care to confirm such information when possible but cannot guarantee the accuracy of such information. Subscriber acknowledges that the Products may contain some nonconformities, defects, or errors. Poten does not warrant that the Products will meet the needs or expectations of Subscriber, or that defects, errors, omissions or nonconformities can or will be corrected. In no event shall Poten or its officers, directors, shareholders, employees, agents or representatives or its affiliates or any of their respective officers, directors, shareholders, employees, agents or representatives (collectively, the "Poten Group") be liable, whether in contract, tort, strict liability or otherwise, for any direct, punitive, special, consequential or indirect damages, claims or losses (including without limitation lost profits or lost opportunity) arising out of or in connection with the use of the Products.

**10. Governing Law.** These General Terms and Conditions and the Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**11. Entire Agreement.** These General Terms and Conditions, together with the Subscription Agreement, represent the entire agreement between the Subscriber and Poten with respect to the subject matter covered herein and shall not be modified except in a writing signed by both parties. Any rights not expressly granted herein are reserved.

**12. Severability.** The provisions of these General Terms and Conditions are intended to be severable. If for any reason any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from these terms and shall not affect the validity and enforceability of any remaining provisions.

**13. Survival.** The obligations and other terms and conditions contained in paragraphs 4, 5, 9 and 10 of these General Terms and Conditions shall survive the expiration and termination of the Subscription Agreement.