



Poten & Partners, Inc.

ASPHALT & BITUMEN INTELLIGENCE SUBSCRIPTION AGREEMENT

55 Water Street, 28th Floor, New York, NY 10041

Tel: 212-230-2000

SUBSCRIBER COMPANY (Bill to Address)

Name _____
Company _____
Address _____
City/State/Zip Code _____
Phone _____
Email _____

PRIMARY AUTHORIZED USER (Ship to address)

Name _____
Company _____
Address _____
City/State/Zip Code _____
Phone _____
Email _____

Fixture Number: _____

PRODUCTS: Please indicate below the number of Primary Authorized Users for each Product 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.

Product Name	Subscription Term	Authorized User Subscription Fee	Additional Authorized User Fee Each	Number of Authorized Users	Total Per Year
Asphalt Weekly Monitor®	Annual	\$ 7,895.00	\$ 1,695.00		
Total Subscription Fees					

SUBSCRIPTION FEES: The undersigned agrees to pay Poten **US\$** _____ **per year**, plus applicable taxes for the Products. 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 Authorized Users must be directors, officers, or employees of the Subscriber Company or its wholly-owned subsidiaries within the same country.

Rates effective through December 31, 2025.

SUBSCRIPTION PERIOD: One year period commencing _____ (day/month/year).

PAYMENT INSTRUCTIONS: By check in US Dollars: Payable to: Poten & Partners, Inc Mailed to: Poten & Partners, Inc. 55 Water Street, 28th Floor New York, New York 10041	Or via telegraphic transfer in US Dollars to: BANK OF AMERICA One Bryant Park New York, NY 10036 ABA Transit No. 026-0095-93 Credit: Poten & Partners, Inc., Account #: 1291591666 Swift#: BOFAUS3N Please quote invoice number and customer number when remitting funds.
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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: AsphaltSales@Poten.com



Poten & Partners, Inc.

Additional Primary Authorized Users Form

55 Water Street, 28th Floor, New York, NY 10041

Tel: 212-230-2000

ADDITIONAL PRIMARY AUTHORIZED USER

Product _____
Name _____
Company _____
Address _____
City _____
State _____ Zip _____
Country _____
Phone _____
Email _____

ADDITIONAL PRIMARY AUTHORIZED USER

Product _____
Name _____
Company _____
Address _____
City _____
State _____ Zip _____
Country _____
Phone _____
Email _____

ADDITIONAL PRIMARY AUTHORIZED USER

Product _____
Name _____
Company _____
Address _____
City _____
State _____ Zip _____
Country _____
Phone _____
Email _____

ADDITIONAL PRIMARY AUTHORIZED USER

Product _____
Name _____
Company _____
Address _____
City _____
State _____ Zip _____
Country _____
Phone _____
Email _____

ADDITIONAL PRIMARY AUTHORIZED USER

Product _____
Name _____
Company _____
Address _____
City _____
State _____ Zip _____
Country _____
Phone _____
Email _____

ADDITIONAL PRIMARY AUTHORIZED USER

Product _____
Name _____
Company _____
Address _____
City _____
State _____ Zip _____
Country _____
Phone _____
Email _____

Please copy this page to add Additional Primary Authorized Users.

GENERAL TERMS AND CONDITIONS

ASPHALT 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 Subscription Agreement, Poten will grant Subscriber a non-exclusive, non-assignable, non-transferable license to permit the Authorized Users (as listed in the Subscription Agreement) 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. Authorized User Names. Each Authorized User will be assigned a Login and password (collectively, "User Codes"). Each 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 Subscriber company agrees 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. (a) 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 Authorized Users may download and print the Products for such Authorized User's internal use only, provided the Primary Authorized Users keep intact all copyright, confidentiality and similar provisions. Except as expressly permitted in clause 4(b), Subscriber 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 Authorized User.

(b) The Authorized Users may not use extracts from the Products for external purposes without prior consent from Poten. Any such extracts of the Products shall have expressly and with reasonable prominence Poten acknowledged as the source of the Products so used.

(c) Authorized users are permitted to use extracts including text, data and graphics from the Products for internal management and/or research reports provided Poten is acknowledged as the source of the Products so used.

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. 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. Upon expiration of the initial Term of the Subscription Agreement, the subscription to the Products shall automatically renew for an additional 12-month period on the same General Terms and Conditions, unless the Subscriber informs Poten by email or in writing that it would like to cancel the subscription within 30 days of the expiration date of the subscription. 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. In case of such a breach, Subscriber will not be entitled to any refund of the Subscription Fee.

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.