Hyperion Research Website Terms of Use

Hyperion Research Holdings, LLC ("Hyperion Research") is offering the sites located at hyperionresearch.com or hpcuserforum.com (collectively the "Site") for your use and benefit subject to these Terms of Use. By using the Site you agree to be bound by the Terms of Use set forth below. Use of this Site is strictly voluntary. If you do not agree to these Terms of Use and the Privacy Policy, you must immediately log off the Site and may not use the Site.

These Terms of Use apply to your access to and use of this Site and do not alter in any way the terms and conditions of any other agreement you may have with Hyperion Research. If you breach any of these terms and conditions, your authorization to use this Site automatically terminates and you must immediately discontinue use of this Site.

To access and use certain features of the Site, you may be required to register with Hyperion Research and use a login/registration page and you must agree to be bound by any additional applicable terms and conditions contained there.

Collection of Visitor Information on this Site

Any information collected at this Site is governed by our Privacy Policy, unless otherwise stated.

Copyright

All content, software, and technology included on this Site or used in the operation of this Site is the owned or licensed property of Hyperion Research or its content, software, and technology suppliers, and is protected by U.S. and international copyright laws. In addition, the compilation (meaning the collection, arrangement, and assembly) of all content on this Site is the exclusive property of Hyperion Research and protected by U.S. and international copyright laws. Hyperion Research grants you permission to view and use content, software, and technology made available to you on the Site in connection with your own personal, noncommercial use of the Site. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content, software, and technology on this Site is strictly prohibited without written permission from Hyperion Research.

Trademarks

The trademarks, service marks, trade dress, and "look and feel" (the "Trademarks") used and displayed on this Site are Trademarks of Hyperion Research and others. Nothing on this Site shall be construed as granting any license or right to use any Trademark displayed on this Site without the prior written permission of the Trademark owner. Other product and company names mentioned in this Site may be the Trademarks of their respective owners.

Other Intellectual Property

All other intellectual property rights related to the content, software, and technology included on this Site or used in the operation of this Site, including without limitation, patents, trade secrets, trade dress, publicity rights, character rights, titles, and artistic and moral rights are the owned or licensed property of Hyperion Research. Any use of these rights without the prior written permission of Hyperion Research is strictly prohibited.

Accuracy

Information on this Site may contain typographical errors, inaccuracies, or omissions. Hyperion Research reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without notice to you.

Disclaimer of Warranties

THIS SITE AND ALL CONTENT, PRODUCTS AND SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS, WITH ALL DEFECTS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. HYPERION RESEARCH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OF INFORMATIONAL CONTENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. HYPERION RESEARCH MAKES NO REPRESENTATION THAT THE SITE IS FREE FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS. HYPERION RESEARCH MAKES NO REPRESENTATION OR WARRANTY THAT CONTENT PROVIDED ON THIS SITE IS APPLICABLE OR APPROPRIATE FOR USE IN LOCATIONS

OUTSIDE OF THE UNITED STATES. NOTHING IN THESE TERMS OF USE OR IN ANY ORAL OR WRITTEN DESCRIPTION OF THIS SITE WILL CONSTITUTE A REPRESENTATION OR WARRANTY WITH RESPECT TO THIS SITE.

YOU ACKNOWLEDGE, BY YOUR USE OF THIS SITE, THAT SUCH USE IS AT YOUR SOLE RISK.

Limitation of Liability

IN NO EVENT SHALL HYPERION RESEARCH, ITS AFFILIATES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Under no circumstances whatsoever shall Hyperion Research's aggregate liability resulting from or relating to your use of this Site exceed Five United States Dollars (USD \$5.00).

Prohibited Activities and Visitor Obligations

As a visitor or user of this Site you shall not:

- violate any applicable law or regulation;
- upload, post, use, transmit, or otherwise make available, including by e-mail, (each, a "Post") any content or information that is false or inaccurate;
- Post any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or could otherwise be objectionable;
- impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent your affiliation with a person or organization;
- engage in any activities or manipulate identifying material to misrepresent the origin of content;
- Post any content that is subject to any disclosure restrictions;
- Post any materials, items, information or content that infringes or otherwise violates any patent, copyright, trademark, or any other intellectual property rights;
- Post any unsolicited or unauthorized advertising or promotional materials, including without limitation, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- use the Site for any activity that is unlawful, harmful, threatening, abusive, harassing, stalking, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or that could otherwise be objectionable;
- Post any material that contains software viruses, malware, or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment;
- interfere with or otherwise limit the use of this Site by other users;
- collect, compile, or store personal information about other users of this Site;
- disrupt or interfere with the security of, operation of, or otherwise cause harm to, this Site or the systems resources, accounts, usernames and passwords, servers, or networks connected to or accessible through this Site or any affiliated or linked sites;
- use any robot, spider, other automatic device, or manual process to "screen scrape," monitor, "mine," or copy the web pages on the Site or the content contained therein without Hyperion Research's prior, express, and written permission; or
- use this Site for your own commercial purposes.

You agree that you are solely responsible for the Posting of any content (e.g., text, images, documents, photographs, videos) that you make available on or send through the Site.

Indemnification

You agree to indemnify, defend, and hold Hyperion Research and its successors and assigns harmless from and against and in respect of any and all third party claims, demands, losses, costs, expenses, obligations, liabilities, damages,

recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that Hyperion Research incurs or suffers which relate to your use of this Site, your failure to perform any of your obligations under these Terms of Use, or your breach of any of your representations or warranties made under these Terms of Use.

Links to Other Web Sites

The Site may contain links to other web sites. Additionally, other web sites may contain links to this Site. Hyperion Research does not review or monitor the web sites linked to this Site and Hyperion Research is not responsible for the content or policies of any other web sites. Any link established by Hyperion Research does not constitute an endorsement of the other web sites or create a relationship between Hyperion Research and the operators of other web sites. Hyperion Research disclaims any liability with respect to your use of any other web site, and you release Hyperion Research from any liability related to your use of any link to another web site or your use of any other web site. Where this Site contains a link to another web site owned and/or operated by Hyperion Research, such web site use may be subject to different and additional terms of use and privacy policy terms and conditions.

Third Party Providers of Functionality

Hyperion Research may have functionality in the Site that is provided, in whole or in part, by a third party service provider. For such third party functionality, you will need to review the terms of use and privacy policy for that third party, which in some cases may require you to visit that party's website and locate the terms of use and privacy policy. Your review should include determining whether such terms and policy are acceptable to you. If they are not, do not use the associated functionality on our Site.

Changes to Terms of Use

Hyperion Research may revise these Terms of Use at any time without notice. Any use of this Site following the date on which changes to these Terms of Use or the Privacy Policy are published on this Site shall constitute your acceptance of all such changes. You expressly agree that Hyperion Research shall have no obligation to provide you with any notice of any changes, and you hereby expressly waive any right you may have to receive notice of any changes to these Terms of Use or the Privacy Policy.

Continued Operation, Accessibility, and Maintenance of this Site

Hyperion Research may modify, change, suspend, terminate or discontinue the operation of part or all of this Site without notice to you and Hyperion Research reserves the right to refuse service to anyone at any time, with or without cause.

Your Account

If you are a registered user of this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. Hyperion Research has the right, without notice and in its sole discretion, to suspend or terminate your access to the Site and to refuse or restrict access or service, terminate accounts, and to remove or edit content on the Site.

General Provisions

English has been used in the preparation of these Terms of Use, and English shall be the controlling language with respect to these Terms of Use and their interpretation.

Any failure by Hyperion Research to enforce any provision of these Terms of Use shall not be construed as a waiver of any provision or the right to enforce same.

These Terms of Use shall be governed by the laws of the State of Minnesota, USA, without giving effect to any principles or conflicts of laws. For the purpose of resolving conflicts relating to or arising out of these Terms of Use, or arising out of any other dispute or claim associated with Hyperion Research, you irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts located in the State of Minnesota, USA, (the "Minnesota Courts") for any litigation or dispute arising out of or relating to these Terms of Use; (ii) agree not to commence any litigation arising out of or relating to these Terms of Use except in the Minnesota Courts; (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum; and (iv) agree the Minnesota Courts represent the exclusive jurisdiction for all disputes relating to these Terms of Use.

These Terms of Use do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Hyperion Research. If any portion of these Terms of Use is held to be invalid, such holding shall not invalidate the other provisions of these Terms of Use.

Use of this Site is unauthorized in any jurisdiction that does not give full effect to all provisions of these Terms of Use, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. Use of this Site is unauthorized in any jurisdiction where all or any portion of this Site may violate any legal requirements and you agree not to access this Site in any such jurisdiction.

You are responsible for compliance with applicable laws.

Submissions

Any and all questions, comments, suggestions, and similar materials or information (excluding resumes and cover letters) that you send or submit to Hyperion Research through this Site (collectively, "Submissions"), shall become Hyperion Research's property; and you hereby transfer, sell, and assign to Hyperion Research all of your right, title, and interest in and to any such Submissions, including without limitation, any and all related patent, copyright, moral rights, trademark, and other intellectual property rights. Hyperion Research has no obligation to maintain any confidentiality with respect to any such Submissions. Hyperion Research shall be free to use them for any purpose whatsoever without providing you notice or receiving your consent, and without restriction or compensation.

Contact

For questions or comments related to this Site or these Terms of Use, please email us at info@hyperionres.com.

Last updated: January 3, 2020

4813-8681-8734, v. 1