

# ERI Economic Research Institute, Inc. Services Agreement

**Last Updated: February 3, 2025**

**IMPORTANT - READ CAREFULLY:** This Services Agreement (the “**Agreement**”) is an agreement between **you**, an individual and/or entity (“**Subscriber**”) and **ERI Economic Research Institute, Inc.**, (“**ERI**”) governing respectively your use of the specific ERI products and services provided to you by ERI (each a “**Service**” and collectively, the “**Services**”). If Subscriber uses the Services on behalf of another individual or entity: **(a)** all references to Subscriber throughout this Agreement will include that individual or entity; **(b)** Subscriber represents that Subscriber is authorized to accept this Agreement on that individual’s or entity’s behalf; and **(c)** Subscriber is responsible for the acts and omissions of such individual or entity.

BY REGISTERING FOR OR OTHERWISE USING ANY OF THE SERVICES, SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. IF SUBSCRIBER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SUBSCRIBER MAY NOT USE THE SERVICES.

ERI may make changes to this Agreement. The “**Last Updated**” date above indicates when this Agreement was last changed. If ERI makes future changes, ERI may provide you with notice of such changes, such as by sending an email, providing a notice through a Service, or updating the date at the top of this Agreement. Unless ERI says otherwise in the notice, the amended Agreement will be effective immediately, and Subscriber’s continued use of the Services after ERI provides such notice will confirm Subscriber’s acceptance of the changes. If Subscriber does not agree to the amended Agreement, Subscriber must immediately stop using the Services.

## **1. LICENSE AND RELATED TERMS.**

**a) License Grant.** Subject to the terms of this Agreement, ERI hereby grants to Subscriber during the Term a limited, non-exclusive, non-transferable, non-sublicensable license for its authorized users to access and use the Services for which Subscriber has registered solely for Subscriber’s **(i)** internal business and human resource management purposes; **(ii)** specific client work performed in forensic economics, management, vocational, or compensation and benefits consulting; or **(iii)** rehabilitation consulting, accounting, law, or litigation support where the maintenance of reports and the citing of foundation for opinions are required.

### **b) Fees and Payment Terms.**

**i. Fees.** As a condition precedent to Subscriber’s permission to access the Services, Subscriber will pay ERI’s subscription fees for such Service (“**Subscription Fees**”) within thirty (30) days after **(A)** Subscriber’s first access to such Service, and **(B)** each Renewal Term applicable to such Service. All payments made under this Agreement will be made **(C)** in U.S. Dollars, and **(D)** by check or by bank wire transfer in immediately available funds to an account designated by ERI, or by credit/debit card via ERI or an authorized ERI payment processor. If by credit/debit card, Subscriber hereby **(E)** authorizes ERI (or its authorized payment processor) to charge the credit/debit card number provided to ERI, and **(F)** represents and warrants that Subscriber is authorized to use and have Subscription Fees charged to the credit/debit card number provided to ERI. **ERI may, in its sole discretion, modify the Subscription Fees, provided that modifications will only take effect as of the immediately subsequent Term.**

**ii. Interest and Taxes.** Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the due date until the date such amount is paid in full. Subscriber will be responsible for, and will pay all sales and similar taxes, all license fees and similar fees levied upon the provision of the Services excluding only taxes based solely on ERI’s net income.

**iii. Suspension.** If any Subscription Fees under this Agreement are thirty (30) days or more overdue, ERI may, without limiting its other rights or remedies **(A)** suspend all Services until such Subscription Fees are paid in full, or **(B)** immediately terminate this Agreement without any further cure period and retain all prepaid but unused Subscription Fees.

**c) Term and Termination.** Subject to the terms of this Agreement, Services are provided for a one (1) year period (“**Initial Term**”). This Agreement shall automatically renew for successive one (1) year terms (each, a “**Renewal Term**”) (the Initial Term and each Renewal Term, individually or collectively as the context requires, the “**Term**”) unless either

ERI or Subscriber gives written notice of termination at least thirty (30) days prior to the end of the then-current Term. ERI may send Subscriber notices relating to the Services and affiliated projects of ERI. Without prejudice to any other rights of termination and without the need to notify Subscriber, ERI may terminate this Agreement if in ERI's reasonable judgment, Subscriber's use of any Service is inconsistent with the terms or intent of this Agreement, or for any other cause deemed reasonable by ERI, provided that in the event of such a non-breach termination by ERI, ERI shall refund to Subscriber, within a reasonable period of time following the effective date of termination, a pro-rata portion of any prepaid but unused Subscription Fees during the then-current Term, using a straight line calculation of fees as allocated over the Term. Except as may be permitted under a separate agreement between Subscriber and ERI, upon expiration or termination of this Agreement for any reason, Subscriber must destroy and certify the destruction of **(i)** all ERI Salary Surveys data; **(ii)** any Assessor Series data; and **(iii)** any other proprietary data provided or otherwise made available by ERI in connection with the Services.

**2. CONDITIONS AND RESTRICTIONS.** The license grant above is subject to the following conditions and restrictions:

**a) Permitted Use.** Subject to the exceptions in this Agreement, Subscriber may access and use each Service only in accordance with the limited number of user licenses purchased for such Service (excluding ERI Salary Surveys). User licenses are specific to each individual user to which they are assigned, and usernames and passwords may not be shared with or transferred to any other person without ERI's express written approval. User licenses may not be accessed or scraped by automated methods. ERI may approve transfers from one user to another upon request under certain reasonable circumstances as determined by ERI in its sole discretion. ERI may track and monitor Subscriber's use of the Services, including by collecting data and aggregating and anonymizing it. For more information about ERI's collection, use, and sharing of Subscriber data, please see the [ERI Privacy Policy](#).

**b) Excerpts.** Subscriber may copy and incorporate small excerpts of the reports, data, analyses, and/or other output from the Services ("**Excerpt**") into Subscriber's materials solely for Subscriber's internal, non-commercial use. Subscriber may not reproduce, disclose, publish or distribute any such Excerpt to any third party or for any commercial purpose without the prior written consent of ERI. Subscriber will comply with all applicable laws in connection with its use of the Services.

**c) Notices.** In creating any copy of any Excerpt, Subscriber will reproduce and include ERI's copyright and other proprietary rights notices or legends in and on the copy.

**d) No Unauthorized Uses.** Subscriber shall not rent, sell, assign, transfer, lease, sublicense, or otherwise grant rights in, reproduce, act as a service bureau, disclose, or otherwise transfer, publish or distribute any Service (including any Excerpt), in whole or in part, to any third party without the prior written consent of ERI. Without limiting the foregoing, Subscriber shall not use any part of the Services (including any Excerpt) to develop or derive any other data product or data service for use, distribution, publication or commercial sale, without a separate license from ERI. To track unauthorized use of the Services, Subscriber agrees that ERI may collect and maintain information tracking any use of the Services under Subscriber's user account(s). Such information collection may include, without limitation, data entered through the Services.

**e) No Reverse Engineering or Data Extraction.** Except and only to the extent that such activity is expressly permitted by applicable law, Subscriber may not, nor authorize or permit any third party to, reverse engineer, reverse assemble, decompile, disassemble, scrape or otherwise apply any procedure or process to the Services to ascertain, derive, and/or appropriate for any reason or purpose, the source code, algorithms, underlying data, or trade secrets enabling or contained within the Services. No portion of the Services may be used in conjunction with any machine learning, neural network, deep learning, predictive analytics or other artificial intelligence software or technology.

**f) Changes.** ERI reserves the right to change or cancel the Services at any time. ERI may make other related services available as part of the Services from time to time, and this Agreement will apply to such related services unless ERI specifically provides a separate agreement for such related services.

### **3. REGISTRATION.**

Subscriber will provide accurate, current, and complete information about Subscriber and its users on any and all registration forms in connection with the Services ("**Registration Data**") and will maintain the security of the usernames, passwords, and other access credentials associated with its use (including the use by any of its users) of the Services ("**Access Credentials**"). Subscriber is responsible for all use of the Services through its users' Access Credentials, whether by Subscriber's users or others using such Access Credentials, including but not limited to securing the rights to use users names, titles and email addresses. Subscriber will maintain and promptly update the Registration Data, and

any other information provided to ERI, to keep it accurate, current, and compliant. SUBSCRIBER UNDERSTANDS THAT ANY PERSON WITH SUBSCRIBER'S ACCESS CREDENTIALS WILL BE ABLE TO ACCESS AND USE SUBSCRIBER'S ADMIN AND USER ACCOUNTS, INCLUDING ANY DATA STORED THROUGH SUCH ACCOUNTS. SUBSCRIBER ACCEPTS ALL RISKS OF UNAUTHORIZED ACCESS TO AND USE OF SUCH ACCOUNTS BY MEANS OF SUCH ACCESS CREDENTIALS. Subscriber will promptly notify ERI if it discovers or otherwise suspects compromise of such Access Credentials or any other security breaches related to the Services. ERI reserves the right to refuse registration for or refuse or limit access to a Service account to anyone in ERI's sole discretion.

#### 4. DATA ANALYSIS.

As part of our quality assurance, ERI regularly analyzes data entered into the Services in order to maintain data integrity and accuracy. ERI will maintain the privacy of Subscriber at all times by representing the data of Subscriber only in an aggregated manner that will not enable third parties to ascertain information about the compensation or other practices of Subscriber. Subscriber hereby grants to ERI and its subsidiaries and affiliates a perpetual license to use such data provided by or on behalf of Subscriber to the extent such data or any other is maintained in an aggregated manner that will not enable third parties to ascertain information about the compensation or other practices of Subscriber (collectively, "**Subscriber Content**").

#### 5. COPYRIGHT; PROPRIETARY RIGHTS.

**a) Reservation of Rights; Confidentiality.** Except for the limited license granted to Subscriber, ERI reserves all right, title, and interest in and to the Services and no other licenses or rights are granted to Subscriber, whether by implication, estoppel, or otherwise. The Services, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of ERI and its suppliers. Subscriber shall not take any action to jeopardize, limit, or interfere with ERI's ownership of and rights with respect to the Services and shall not take any action that reduces, or has the possibility of reducing, the value of the Services or intellectual property of ERI or its suppliers. Subscriber acknowledges that any unauthorized copying or unauthorized use of the Services is a breach of this Agreement. Subscriber shall keep confidential all information regarding or obtained through the Services (including any reports, data, analyses, and other content made available through the Services) and will not use any such information except as expressly permitted hereunder. Subscriber will not, and Subscriber will ensure its users do not, disclose such information to any third party and will prevent the unauthorized use or disclosure of such information.

**b) Proprietary Rights.** The Services are Copyright © 2025 ERI Economic Research Institute, Inc., All Rights Reserved. The Services are protected by United States and international copyright laws. The following are registered trademarks of ERI: the ERI Design and logo (2625034; 2631777; 2663200, 7647829), ERIERI® (0796112), the Assessor Series® (2590310), the Geographic Assessor® (1972899), the Relocation Assessor® (1974948), the Salary Assessor® (1974949), the Executive Compensation Assessor® (2622695), the Occupational Assessor® (3407198), and ERI's Platform Library® (2852828). The Nonprofit Comparables Assessor™ is a trademark or service mark of ERI. Related software, systems and methods to these Services include Patent Nos. 6862596 and 7647322 with other Patents Pending, All Rights Reserved.

**c) Morningstar.** Some of the data utilized in the Services have been licensed to ERI by Morningstar, Inc., under a Distributor License Agreement, and Morningstar retains all proprietary rights in that data. Morningstar is solely responsible for such data and as to that data, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.

**d) eDOT Disclaimer.** Subscriber acknowledges that **(i)** ERI's enhanced Dictionary of Occupational Titles ("**eDOT**") (including any software, data, reports, and the eDOT Skills Project) is designed for use by qualified, experienced job analysts and experts; **(ii)** eDOT and Subscriber's use of eDOT is expressly subject to the "**eDOT Disclaimer**" posted at <http://downloads.erieri.com/pdf/eDOTDisclaimer.pdf>; **(iii)** Subscriber has reviewed and is familiar with the "**eDOT Methodology**" posted at <http://downloads.erieri.com/pdf/eDOTMethod.pdf>; and **(iv)** Subscriber is solely responsible and assumes all risk of loss and liability for Subscriber's evaluation, use or non-use, and application of eDOT, and any associated data, results, or analyses of eDOT. The eDOT Methodology, as it presently exists and as hereafter amended or modified, is also incorporated herein.

**e) Other Licensed Data.** ERI is a licensed user of postal code and latitude and longitude data from the United States Postal Service (USPS). Canadian Postal Codes are based on crowdsourced data licensed from Geocoder.ca. Contains data adapted from Statistics Canada, 2021 Census Program. This does not constitute an endorsement by Statistics Canada. Contains Ordnance Survey data © Crown copyright and database right 2025. Contains Royal Mail data © Royal Mail copyright and database right 2025. Contains National Statistics data © Crown copyright and database right 2025.

## 6. TECHNICAL SUPPORT.

Upon subscribing to a Service, Subscriber may contact ERI regarding the use of such Service. To receive technical support, Subscriber's identity and license rights must be confirmed. The Services have been designed to operate through certain versions of Internet web browsers. ERI shall have no responsibility for use of the Services in conjunction with browser software with which the Services have not been designed to be compatible.

## 7. DISCLAIMERS.

**a) Third-Party Web Sites.** ERI makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of third-party services or web sites accessible from or through any of the Services. ERI provides this access only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by ERI of the site, service or any information contained therein. When you link to a third party's site, ERI's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third-party web site. U.S. Government Forms provided (including IRS Forms 990s, 990PFs, and 990EZs) are provided under the Freedom of Information Act, which is relied upon by ERI in its reproduction of these forms for Subscribers' review through the Services.

**b) No Professional Advice.** The Services are provided with the understanding that ERI is not engaged in rendering legal, accounting, or any other professional services. If legal advice or other professional assistance is required, the services of a competent professional should be sought.

**c) Disclaimer of Warranties.** THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY ERI, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE RELATED TO ANY SERVICE OR DATA THEREIN. WITHOUT LIMITING THE FOREGOING: **(i)** ERI DOES NOT REPRESENT OR WARRANT THAT THE SERVICES (INCLUDING ANY DATA CONTAINED THEREIN) WILL MEET ANY OF SUBSCRIBER'S REQUIREMENTS OR ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE; AND **(ii)** SUBSCRIBER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ACTIONS TAKEN OR DECISIONS MADE (OR NOT TAKEN OR MADE) BY SUBSCRIBER, ANY USERS OF SUBSCRIBER, OR ANY ENTITY OR PERSON USING SUBSCRIBER'S PRODUCTS OR SERVICES AS A RESULT OF SUBSCRIBERS' OR ANY USERS OF SUBSCRIBER'S USE OF THE SERVICES OR ANY RESULTS OR OUTPUT THEREOF OR CONCLUSIONS DRAWN THEREFROM. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORM THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

## 8. LIMITATION OF LIABILITY.

**a)** SUBSCRIBER ASSUMES ALL RISK ASSOCIATED WITH USE OF THE SERVICES. IN NO EVENT SHALL ERI BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE [WHETHER ACTIVE, PASSIVE, OR IMPUTED], PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHER THEORY, FOR COVER OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF INCOME, PROFITS OR DATA, BUSINESS INTERRUPTION, COMPUTER FAILURE, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE ANY OF THE SERVICES, EVEN IF ERI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**b)** ERI AND ITS AFFILIATES' CUMULATIVE LIABILITY TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER FOR THE USE OF THE SERVICES IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. SUBSCRIBER HEREBY RELEASES ERI AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AND THE FOREGOING PARAGRAPH MAY NOT APPLY TO YOU.

## 9. INDEMNIFICATION.

**a)** Subscriber shall hold harmless, indemnify and, at ERI's option, defend ERI, its suppliers, affiliates, and their respective employees, officers, directors, and representatives individually and/or in their employment/corporate capacity (each, an **"Indemnified Party"**) against any and all claims, actions, proceedings, and/or lawsuits (**"Claim"**) and all related liabilities, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by an Indemnified Party arising out of or relating to Subscriber's alleged or actual use of the Services, including, but not limited to, any determinations made by Subscriber regarding **(i)** any person's right or ability to receive benefits associated with a workers' compensation or disability claim, **(ii)** levels of compensation, or **(iii)** comparable or transferable job skills.

**b) Procedure for Third Party Claims.** In the event of a Claim brought by a third party (a **"Third Party Claim"**), the Indemnified Party shall do the following: **(i)** the Indemnified Party shall provide to Subscriber written notice of any such Third Party Claim after the Indemnified Party's receipt of notice of the Claim; and **(ii)** if the Indemnified Party permits Subscriber to defend the Third Party Claim, **(A)** the Indemnified Party shall have the right to approve the counsel that Subscriber selects to defend any such Third Party Claim, **(B)** Subscriber shall not settle or compromise such Third Party Claim, except with prior written consent of the Indemnified Party, and **(C)** the Indemnified Party will give, at Subscriber's expense, such assistance and information as Subscriber may reasonably require to settle or oppose such Third Party Claims. The Indemnified Party may participate in the defense or settlement of such Third-Party Claim with its own choice of counsel.

**c) Third-Party Beneficiaries.** The parties intend that ERI, its suppliers, affiliates, and their respective employees, officers, directors, and representatives shall be express third-party beneficiaries to these indemnification provisions and shall have the right and ability to enforce its rights and remedies hereunder. These indemnification provisions are not otherwise intended to confer upon any person any other rights or remedies hereunder. The provisions of these indemnification provisions survive and continue indefinitely beyond the expiration or termination of this Agreement.

## **10. GENERAL TERMS.**

**a) Export Controls.** The Services may contain U.S. original technical data, and thus may be subject to U.S. export controls. Subscriber is responsible for complying with all applicable laws, foreign or domestic, applicable to Subscriber's use of the Services, including, without limitation, laws applicable to the importation or export of the Services.

**b) Choice of Law; Venue; Arbitration.** This Agreement shall be governed and interpreted by the laws of the State of California without regard to conflict of law rules. Subscriber hereby consents to the exclusive jurisdiction of the state and federal courts located in Orange County, California, for any disputes arising out of or relating to this Agreement. Subscriber will not commence or prosecute any action, suit, proceeding, or claim arising under or by reason of this Agreement other than in the courts specified in the previous sentence. The parties exclude the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction between them that may be implemented in connection with this Agreement. The prevailing party in any action shall be entitled to recover reasonable attorneys' fees and actual cost disbursements. All disputes arising out of or related to this Agreement, or the breach thereof, which are not resolved in the normal course of business, shall be submitted in good faith to mediation administered by JAMS before resorting to arbitration, litigation, or some other dispute resolution procedure. Any such dispute which cannot be resolved by mediation within thirty (30) days following initial notice of the breach, shall be settled by arbitration administered by JAMS, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**c) Injunctive Relief.** Subscriber agrees that a breach of the provisions of this Agreement by Subscriber will cause irreparable damage for which recovery of monetary damages would be inadequate and that ERI shall obtain injunctive relief or other equitable relief to protect its intellectual property rights and other rights under this Agreement, in addition to any and all remedies available at law.

**d) Waiver.** The failure of ERI at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same unless the same is waived in writing.

**e) Force Majeure.** ERI will not be liable for any nonperformance, delay, error, or other loss caused by any event or conditions that are beyond ERI's reasonable control, including, without limitation, any nonperformance, delay, error, or other loss caused by any act of God, war, strike or other labor unrest, civil disturbance, interruption or outages of utilities or Internet networks, or other interruption beyond the reasonable control of ERI to provide the Services or otherwise perform under this Agreement.

**f) Assignment.** This Agreement is personal to Subscriber and may not be assigned or transferred, in whole or in part,

by Subscriber, by operation of law or otherwise, without the prior written consent of ERI. Any attempted assignment by Subscriber without such consent will be void. ERI may freely assign or transfer this Agreement, in whole or in part, without notice to Subscriber.

**g) Subscriber References.** ERI may include the name and logo of Subscriber in materials listing ERI's customers in a manner no more prominent than that of other similarly situated customers and in accordance with Subscriber's standard use guidelines, if provided to ERI.

**h) Entire Agreement.** The terms set forth in this Agreement constitute the final, complete, and exclusive agreement with respect to the Services and may not be contradicted, explained, or supplemented by evidence of any prior agreement, any contemporaneous oral agreement, or any additional terms. Should any term or provision hereof be deemed invalid, void, or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

**i) Notice.** Questions and notices can be directed to:

ERI Economic Research Institute, Inc. 111 Academy Way, Suite 270, Irvine, CA 92617 USA  
or call: ERI North America: (800) 627-3697  
or e-mail: [info.eri@erieri.com](mailto:info.eri@erieri.com)  
or visit: <http://www.erieri.com>