

Terms of Use for Forisk Products and Data Services

These Terms of Use (“Terms of Use” or “Agreement”) were last updated on November 12, 2024.

PLEASE SCROLL DOWN AND READ THESE TERMS OF USE.

These Terms of Use govern your use of Forisk’s products, subscriptions, and data services (“Products”), and unless other terms and conditions expressly govern, other consulting products and data services from Forisk Consulting, LLC (“Forisk”) that may be made available from time to time (“Other Products”) through Forisk’s online client portal (the “Client Portal”). These Products include, but are not limited to: the Forisk Research Quarterly (FRQ), the Custom Market Forecast (CMF), the Forisk Wood Fiber Review (FWFR), the Forisk North American Mill Capacity Database, the Forisk Market Bulletin, the Forisk Timberland Owner List, the Wood Bioenergy US Database, and Mill Multi-Client Studies.

BY CONTINUING TO USE THE PRODUCTS ON FORISK’S CLIENT PORTAL, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, FORISK IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO THE PRODUCTS ON THIS CLIENT PORTAL AND YOU SHOULD IMMEDIATELY DISCONTINUE YOUR USE OF FORISK’S PRODUCTS.

1. Changes to the Agreement. Forisk may modify this Agreement from time to time in its sole discretion and without notice to you. You should review this Agreement periodically, but always at the time of subscription renewal, to ensure familiarity with its then-current terms and conditions. Your continued use of the Products on this Client Portal following any modification of this Agreement shall constitute your acceptance of such modifications to this Agreement.

2. Additional Terms of Use. Other Products may have additional terms, conditions and restrictions associated with them. In the event Other Products are made available to you through this Client Portal, such additional terms, conditions and restrictions, if any, will be posted in association with such Other Products. You agree that such additional terms, conditions and restrictions will apply to your use of the Other Products and if there is a conflict with these Terms of Use, such additional terms, conditions and restrictions will control. Moreover, in the event that your organization has entered a site-specific or client-specific agreement with Forisk for access to the Client Portal and Products, any additional or different terms, conditions and restrictions of the site-specific or client-specific agreement will control if in conflict with these Terms of Use.

3. Ownership; General Limitations on Use.

3.1 Ownership. You acknowledge and agree that the text, information, data, graphics, images, audio, video, design, organization, compilation, metadata, look and feel, and all other protectable intellectual property and derivations thereof (the “Content”) contained in Forisk’s Products is the exclusive property of Forisk or, alternatively, is the property of Forisk’s third party licensors or suppliers (such licensors and suppliers are referred to as “Information Providers”), and is protected by copyright, unfair competition, and other intellectual property laws.

Moreover, you agree and acknowledge that the Products and Content shall remain valuable intellectual property owned by Forisk, or licensed to Forisk, and that no proprietary rights are being

transferred to you in such materials or in any of the information contained therein. You agree that any use by you outside the scope of these Terms of Use would be a misappropriation or misuse of such materials that will cause serious damage to Forisk and that in such event monetary damages may not constitute sufficient compensation to Forisk; consequently, you agree that in the event of any misappropriation or misuse by you, Forisk shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which it may be entitled.

3.2 Limitations on Use. Unless you have Forisk's written consent in advance, you may not reproduce, sell, publish, distribute, retransmit, disseminate, perform, display, broadcast, create new works from, or commercially exploit the Products and Content available through the Client Portal, and, more specifically, you agree that you shall not publish or distribute in any medium the Products, in whole or in part, or any information contained therein or summaries or subsets thereof to any person or entity, with the following two exceptions:

3.2.1 You may share the Products available through this Client Portal with direct employees and/or with third party advisors, consultants, or contractors ("non-direct employees") you have engaged to provide you with services for which the Product is applicable or useful; however, your authorization under this paragraph to share the Product(s) with non-direct employee(s) is limited in duration to the period of your engagement of such non-direct employee(s) and, further, conditioned on strict adherence to these Terms of Use by the non-direct employee(s).

3.2.2 You may use the Content from the Products in reports and presentations prepared by you for presentation to your client(s) or prospective client(s); however, in all such instances, the authorization granted under this paragraph is subject to, and conditioned upon, your acknowledgement in the report or presentation that the source of the Content is Forisk and that the Content is being used and presented by you under license from Forisk.

3.3 Means of Access. You agree to access the Products on the Client Portal by and through your user account login credentials provided to you thereafter. In no instance are you permitted to access the Client Portal by any other method or technological workaround without express permission from Forisk.

3.4 No Modification of Content. You agree not to rearrange or modify the Content of the Products. You agree not to use the Content as an input to another website or service or otherwise monetize the Content. You agree not to upload, post or submit any Content or Product to weblogs, newsgroups, mail lists or electronic bulletin boards.

4. User Accounts. Forisk requires you to register user accounts through Forisk before obtaining access to the Products on the Client Portal. When registering, each user account needs to have its own unique password (the "login credentials"). User accounts may only be registered in association with direct employees of your organization or a subsidiary organization you have designated to Forisk. In no instance should you register a user account in association with a non-direct employee, or a third party, nor should you share login credentials of a registered user account with a non-direct employee or third party.

5. Termination. You agree that all of the terms and conditions in these Terms of Use shall survive any termination of your right of access to the Platform and the Content identified herein. Forisk may terminate this Agreement and your access to and use of the Platform, or any portion thereof,

immediately, in its sole discretion, at any time Forisk has information or belief that you have breached any of these Terms of Use.

6. DISCLAIMERS OF WARRANTIES. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE PRODUCTS AND CONTENT AVAILABLE THROUGH THE CLIENT PORTAL IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND FORISK AND ITS INFORMATION PROVIDERS SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Forisk and its Information Providers furnish the Products and Content through the Client Portal without responsibility for accuracy and you agree that errors or omissions contained in such information shall not be made the basis for any claim, demand or cause of action against Forisk or any Information Provider.

7. LIMITATIONS ON LIABILITY NEITHER FORISK NOR ANY INFORMATION PROVIDER, NOR ANY OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS (THE "EXCLUDED PARTIES") WILL BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS TO THE PRODUCTS AND CONTENT ON THIS CLIENT PORTAL OR USE OF THE PRODUCTS OR CONTENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF SUCH EXCLUDED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE EXCLUDED PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. You understand and agree that your use of the Products and Content provided to you on Forisk's Client Portal is at your sole risk.

8. General. Except as set forth in Section 2 above, this Agreement contains the final and entire agreement between Forisk and you regarding your use Forisk's Products, and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Client Portal and Products. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Georgia, United States of America applicable to contracts made entirely within Georgia and wholly performed in Georgia, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in either Athens, Clarke County GA (if federal) or Oconee County, GA (if state).

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