

# Palturai Inc. Terms of Service Agreement

Last updated March 2021

This term of service agreement governs Customer's acquisition and use of Palturai's products and services and comprises of the Terms and Conditions for use in the free services, trial services, and paid offerings of Palturai Inc.

By accepting this Agreement, by (1) clicking a box indicating acceptance, (2) executing an order form that references this Agreement, or (3) using free Services, Customer agrees to the terms of this Agreement. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the Services.

This Agreement was last updated on March 22, 2021. It is effective between Customer and Palturai as of the date of Customer's accepting this Agreement.

## 1. Definitions

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this terms of service agreement.

**"Beta Services"** means Palturai services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

**"Content"** means information obtained by Palturai from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form.

**"Customer"** means in the case of an individual accepting this Agreement on his or her own behalf, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity which have entered into Order Forms.

**"Customer data"** means electronic data and information submitted by or for customer to the services.

**"Documentation"** means the applicable usage guides and policies, as updated from time to time, accessible via login to the applicable Service.

**"Free services"** means services that Palturai makes available to customer free of charge. Free services exclude services offered as a free trial and purchased services.

**“Malicious code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and trojan horses.

**“Order form”** means an ordering document or online order specifying the services to be provided hereunder that is entered into between customer and Palturai or any of their affiliates, including any addenda and supplements thereto. By entering into an Order form hereunder, an affiliate agrees to be bound by the terms of this agreement as if it were an original party hereto.

**“Palturai”** means the Palturai Inc. company, a company incorporated in the State of Delaware under registered number 7821214 at the registered address care of Corporation Service Company, 251 Little Falls Drive, Wilmington Delaware 19808, County of New Castle and Palturai Inc. affiliated companies.

**“Purchased services”** means services that customer or customer’s affiliate purchases under an order form or online purchasing portal, as distinguished from free services or those provided pursuant to a free trial.

**“Services”** means the products and services that are ordered by customer under an order form or online purchasing portal or provided to customer free of charge (as applicable) or under a free trial or demo, and made available online by Palturai, including associated Palturai offline or mobile components.

**“Intellectual Property Rights”** means copyright, database right, domain names, patents, registered and unregistered design rights, trade secrets, registered and unregistered trademarks, and all other industrial, commercial or intellectual property rights existing in any country and all the rights to apply for the same.

## 2. Agreement

2.1. This is an Agreement between the Customer and Palturai. The Palturai Service subscribed to by the Customer will consist of products detailed in the Order Confirmation and as described in the following:

2.1.1. Palturai Experience (the service) is a web-based platform based on the Palturai BusinessGraph. This fee- for-service platform, accessible through various web browsers, allows its registered users to navigate through various modules in searching for business associations between 1) institutions including companies, associations, and non-profits organizations, (2) natural persons, or (3) natural persons and institutions. The BusinessGraph maps and analysis known relationships like shareholder, managing director, authorized officer, auditor, 1<sup>st</sup>-level management, 2<sup>nd</sup>-level management, and supervisory board member.

Palturai Experience (the service), based on the Palturai BusinessGraph, is utilizing publicly available data. This data is transformed into rich visualizations for user consumption. The frequency of data updates are predicated on source availability and data processing schedules. Through the Palturai Experience Service, authorized users are permitted to add their own information about companies and persons for their own unique consumption requirements.

Palturai Experience (the service) enables users to navigate and research information contained within the Palturai BusinessGraph via a system of predefined modules which include;

- Network visualizations and navigations
- Business Ownership Structures
- Ultimate Beneficial Ownership Structures
- Shortest-Path-To-Me calculations and visualizations
- Master Data

- Trade Register Messages where available
- Risk Identifiers

This service is for commercial applications only.

2.1.2 – Reserved

2.1.3 – Reserved

2.1.4 – Reserved

2.1.5 – Reserved

2.1.6. Services provided in conjunction with third parties which may be subject to additional terms.

2.2. This Agreement consists of the Order Confirmation and these Terms and Conditions and constitutes the entire agreement between the Customer and Palturai in relation to the Service.

2.3. By placing an Order, or by accessing or using the Service, Customer accepts the content of this Agreement. Unless otherwise stated in these Terms and Conditions, where the terms of the Order Confirmation conflict with these Terms and Conditions, these Terms and Conditions shall take precedence.

### **3. Palturai Responsibilities**

3.1 Provision of Purchased Services. Palturai will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable Palturai standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Palturai shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Palturai's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, Non-Palturai Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Palturai's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

3.2 Protection of Customer Data. Palturai will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Palturai, its Processor Binding Corporate Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Palturai

will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, Palturai will have no obligation to maintain or provide any Customer Data will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

3.3 Free Trial. If customer registers on Palturai's or an affiliate's website for a free trial, Palturai will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable service(s), or (b) the start date of any purchased service subscriptions ordered by Customer for such service(s), or (c) termination by Palturai in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this agreement by reference and are legally binding.

Any data customer enters into the services, and any customizations made to the services by or for customer, during Customer's free trial will be permanently lost unless Customer purchases a subscription to the same services as those covered by the trial, purchases applicable upgraded services, or exports such data, before the end of the trial period.

During the free trial the services are provided "as-is" without any warranty and Palturai shall have no indemnification obligations nor liability of any type with respect to the services for the free trial period unless such exclusion of liability is not enforceable under applicable law in which case Palturai's liability with respect to the services provided during the free trial shall not exceed \$1,000.00. Without limiting the foregoing, Palturai and its affiliates and its licensors do not represent or warrant to Customer that: (a) Customer's use of the services during the free trial period will meet Customer's requirements, (b) Customer's use of the services during the free trial period will be uninterrupted, timely, secure or free from error, and (c) usage data provided during the free trial period will be accurate. Customer shall be fully liable under this agreement to Palturai and its affiliates for any damages arising out of Customer's use of the services during the free trial period, any breach by Customer of this agreement and any of Customer's indemnification obligations hereunder.

Customer shall review the applicable service's documentation during the trial period to become familiar with the features and functions of the services before making a purchase.

3.4 Free Services. Palturai may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Palturai, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that Palturai will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if Palturai terminates Customer's account, except as required by law Palturai will provide Customer a reasonable opportunity to retrieve its Customer Data.

The free services are provided "as-is" without any warranty and Palturai shall have no indemnification obligations nor liability of any type with respect to the free services unless such exclusion of liability is not enforceable under applicable law in which case Palturai's liability with respect to the free services shall not exceed \$1,000.00 . Without limiting the foregoing, Palturai and its affiliates and its licensors do not represent or warrant to Customer that: (a) Customer's use of the free services will meet Customer's requirements, (b) Customer's use of the free services will be uninterrupted, timely, secure or free from error, and (c) usage data

provided through the free services will be accurate. Customer shall be fully liable under this agreement to Palturai and its affiliates for any damages arising out of Customer's use of the free services, any breach by customer of this agreement and any of Customer's indemnification obligations hereunder.

#### **4. Agreement Period**

4.1. This Agreement shall be in force from the date inserted on the Order Confirmation and continue for a period of 12 months unless otherwise stated in the Order Confirmation.

4.2. The Customer may be contacted during this Agreement period regarding new developments and products.

4.3. From time-to-time, Palturai may make alterations to the Service. Palturai will take reasonable steps to inform the Customer in advance of these changes.

4.4. This Agreement entitles the Customer to access and retain the Service for the purposes detailed in this Agreement and for the duration of the Agreement only. At the end of this period, the ownership of the Service and ensuing rights shall revert to Palturai.

#### **5. Charges and Payment**

5.1. In consideration of Palturai providing the Service, the Customer agrees to pay the sum specified in the Order Confirmation and or invoice on the times and dates specified therein. All payments must be made within 21 days of the invoice date unless otherwise stated in the Order Confirmation.

5.2. If Customer fails to pay the amount specified on the Order Confirmation and or invoice on the times and dates agreed the full amount will become due with immediate effect. Should the service be suspended in accordance with clause 7, then Palturai shall be under no obligation to:

5.2.1. Re-instate the Service and/or:

5.2.2. Recompense the Customer in respect of any period of suspension from the time of payment default to receipt of payment.

5.3. Failure to remit payment when due in accordance with the terms and conditions of this agreement will result in the Customer being charged additional interest and penalties to the maximum extent permitted by law or 18% whichever is less until such time as the payment delinquency is cured.

5.4. The Customer agrees to fully indemnify Palturai against any and all costs (including reasonable attorney's fees) incurred by Palturai in the collection of delinquent payments.

#### **6. Palturai's Proprietary Rights**

6.1. Except as expressly provided herein access to the Website and/ or Services does not grant the Customer any database rights or rights in the copyright, trademarks or any other Intellectual Property Rights of Palturai or any third party.

6.2. The Service is protected by copyright and other intellectual property rights. The Customer is not permitted and will not allow any third party to adapt, alter, modify, reverse engineer, de-compile or otherwise

interfere with any element of the Service without Palturai's written permission. Palturai may take steps to assist identification of its Service.

6.3. The Website and Services are protected by Intellectual Property Rights. All Intellectual Property Rights in or arising out of or in connection with the Website and/or Services shall be owned by Palturai, or, where relevant, its and their third-party subcontractors or the third-party providers.

6.4 Customer Feedback. At its option, Customer may provide feedback or suggestions about the Services to Palturai ("Feedback"). If Customer provides feedback, the Palturai and its Affiliates may use that Feedback without restriction and without obligation to Customer.

## **7. Customer Obligations and Conduct**

7.1 The Customer shall:

7.1.1. provide Palturai with any information or assistance which the parties have agreed the Customer shall provide in order for Palturai to perform its obligations under this Agreement.

7.1.2. use all reasonable endeavors to ensure that any such information provided to Palturai is complete, accurate and in the agreed format.

7.1.3. refrain from activities which may cause reputational damage to Palturai.

7.1.4. abide by all laws & regulations applicable to its use of the Service and the data contained within the Service.

7.2. The Service is made available to the Customer by means of a non-transferable license and is provided solely for the Customer's own internal use within the United States of America.

7.3. The Customer may not sell, transfer, sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any of the Service. The Customer may not include the Service in any product or service which the Customer sells.

7.4. During this Agreement the Customer agrees not to attempt to gain or permit unauthorized access to the Service.

7.5. The Customer shall only take such copies of data obtained via the Service as are reasonably required for the use of the Service in accordance with this Agreement. The Customer shall not remove any proprietary notices from the Service, or copies or print outs of data obtained via the Service.

7.6. The Customer agrees to be responsible for maintaining the confidentiality of its password and account details. Customer will advise Palturai immediately if a password has been disclosed to or used by an unauthorized person or entity.

7.7. Unless otherwise detailed within your Order Confirmation, the use of the Service provided under the terms of this agreement is limited to one designated user. The use of the Service by more than one designated user, either simultaneously or otherwise will require the provision of additional licenses.

7.8. The Customer shall not use any of the information it receives through the Service for any of the following purposes: (1) in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or, (5) for any other purpose deemed to be a permissible purpose under the Fair Credit Reporting Act.

## **8. Warranties and Limitation of Liability**

8.1. The Palturai Service and the data obtained via use of the Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Palturai to guarantee. Palturai aims always to maintain a quality, fully operative service, the Service and third-party services are nonetheless provided on an "as is", as available basis, without warranties of any kind, whether expressed or implied.

8.2. Specifically, Palturai gives the Customer no warranty or assurance about the contents of the Service. Whilst Palturai does endeavor to maintain the accuracy and the quality of the Service, information contained may be incorrect or out of date. Therefore, any use of the Service is at the Customer's own risk.

8.3. Subject to clause 8.5 Palturai disclaims all liability in contract, negligence, for breach of statutory duty, or under any indemnity or otherwise in connection with the Service and third-party service and shall not be liable for any indirect, or consequential loss. Palturai shall not be liable for the following types of financial loss; loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.

8.4. Where any matter gives rise to a valid claim against Palturai its liability shall be limited to a sum equal to the sum paid for the Service supplied under this Agreement during the twelve months prior to which the claim arises.

8.5. Nothing in this clause 8 or any other provision of this Agreement shall seek to exclude or limit liability for death, or personal injury or for fraudulent misrepresentation.

8.6. Each party to this Agreement warrants that it has obtained and will continue to hold all necessary licenses, consents, permits, and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement.

## **9. Termination**

9.1. If the Customer has breached any provision of this Agreement or in the event of the Customer's insolvency or bankruptcy Palturai may, with immediate effect and without notice, suspend access to the Service or terminate this Agreement.

9.2. Upon termination, the Customer must use its best efforts to delete all and any part of the Service held by the Customer in any format and the Customer may not make any further use of the Service.

9.3. Upon termination clauses 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15 and 16 shall continue with full force and effect.

## **10. Indemnity**

10.1. The Customer agrees to indemnify, defend, and hold Palturai, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by Palturai or its parents, subsidiaries, affiliates, officers or employees in connection with the Customer's use of the Service in breach of this Agreement.

## **11. Assignment**

11.1. Palturai may assign both the benefit and burden of this Agreement.

## **12. Force Majeure**

12.1. Palturai will not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of Palturai, including without limitation Internet outages, communications outages, fire, flood war or act of God.

## **13. Confidentiality**

13.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party except as permitted by clause 13.2.

13.2. Each party may disclose the other party's confidential information:

13.2.1. To its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11;

13.2.2. And as may be required by law, court order or any governmental or regulatory authority.

13.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

## **14. Data Protection**

14.1 The Services are intended for evaluating business network relationships of businesses. Where, and to the extent the Customer accesses or receives any Personal Data (as defined in the EU General Data Protection 2016/679) through its use of or access to the Service, the parties shall be bound by and agree to comply with the data protection and security provisions set out in this Clause 14 which shall include those provisions set out at <https://palturai.com/datenschutz/> which shall be read as a continuation of this Clause 14 and shall form an integral part of this Agreement.

## **15. International Content**

15.1 Services providing details of companies based outside the United States of America are provided on a subject to availability basis, and the countries from which content is available may vary throughout the term of this Agreement.



## 16. Miscellaneous

16.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable, except that if the provision of 16.3 preventing the arbitration of class action matters is deemed to be invalid and unenforceable, the entire arbitration provision shall be considered void.

16.2 The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement.

16.3 The terms of this Agreement and the provision of the Service and the relationship between the Customer and Palturai shall be governed by the laws of the State of Pennsylvania. Any controversy or claim arising out of or relating to this Agreement (other than claims related to non-payment for the Service) shall be submitted to binding arbitration in Philadelphia, Pennsylvania or a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.**

16.4 The Customer agrees irrevocably to submit to the exclusive jurisdiction of the courts of Philadelphia County, Pennsylvania.

16.5 The failure of Palturai to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. The Service is subject to availability.

16.6 Should any third-party data become unavailable to Palturai, Palturai shall be entitled to obtain a similar service from another third-party supplier.