

## ATLAN GRID API TERMS OF USE

THANK YOU FOR REACHING OUT TO PEEPLY TECHNOLOGIES PRIVATE LIMITED (“**ATLAN**” or “**We**” or “**Our**”) FOR YOUR COMPANY'S BUSINESS NEEDS. PLEASE READ THESE TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE SOFTWARE AND DATA. BY ACCESSING THE SOFTWARE AND DATA, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS ATLAN GRID API TERMS OF USE (“**AGREEMENT**”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (“**CUSTOMER**”), YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY REQUISITE APPROVALS AND PERMISSIONS TO LEGALLY BIND SUCH CUSTOMER TO THIS AGREEMENT.

THE RELEVANT ORDER FORM EXECUTED BY THE CUSTOMER AND THIS AGREEMENT CONSTITUTE THE AGREEMENT AND UNDERSTANDING BETWEEN THE CUSTOMER AND ATLAN. THE CUSTOMER AND ATLAN HAVE EXECUTED THE ORDER FORM AND THE AGREEMENT TO GRANT CUSTOMER A LICENSE TO USE THE SOFTWARE AND DATA.

*PLEASE REVIEW THESE TERMS CAREFULLY. ONCE ACCEPTED, THESE TERMS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND ATLAN. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT USE THE SERVICES OR THE SOFTWARE AND DATA.*

### 1. Definitions

- a) “**Atlan Grid**” means Atlan’s proprietary external data repository primarily consisting of location data, including but not limited to socio-demographic parameters, physical infrastructure and points of interest data, geographic boundaries, weather and health data, consumer profiles by region, and more.
- b) “**Software**” or “**Atlan Grid API**” means the Atlan Grid API and all software, including routines, data structures, object classes, protocols, programs, templates, libraries and interfaces, application programming interfaces (APIs), software development kits (SDKs), developer tools, technical documentation, Updates and other related materials, whether tangible or intangible, in whatever form or medium that are made available by Atlan to retrieve Data from Atlan Grid based on the criteria identified by the User.
- c) “**API Key**” means the confidential unique alphanumeric code assigned to each User who meets with the Eligibility Criteria under Clause 5 (below).

The API Key is required by the User to access the Data through the Interface.

- d) **“Personal Information”** means the Name, gender, sex, images, mobile number, email id and content which You knowingly disclose that is collected on an individual basis.
- e) **“Third-Party”** means any entity, organization, or individual outside of the intended User and Atlan.
- f) **“Data”** means any and all data owned / licensed by Atlan Grid, whether accessed through the Software along with the API Key, or otherwise.
- g) **“Fees”** shall mean the fee as agreed to between the Parties and identified in the relevant Order Form.
- h) **“Services”** means any and all services provided by Atlan on the Interface or otherwise, related to Atlan Grid API or any supporting visualization, including the retrieval of Data and any related or ancillary services.
- i) **“User”** or **“you”** or **“your”** shall mean any person that accesses the Interface, Atlan Grid API, the API Key or Atlan Grid Data or Services either for themselves or on behalf of any Customer.
- j) **“Interface”** shall mean the website made available at <https://atlan.com/> or <https://atlan.com/grid> or <https://api-grid.atlan.com/> or <http://grid.atlan.com> and any other subdomains and corresponding pages.
- k) **“Confidential Information”** means any and all proprietary and confidential information and trade secrets with respect to Atlan’s business, including without limitation information relating to its Data, API Key, Atlan Grid API, products, technology, processes, drawings, specifications, programs, models, financial information and projections, formulae, methods, techniques, composition, compound, development, plan, vendor information, User information, research reports, know-how, developments, designs, improvements, software programs, products, regulatory compliance, forecast, personnel data, User and supplier lists, pricing and contract parameters, and other valuable business information & business affairs of Atlan in any form (including in writing, electronically, computerized, orally or otherwise) which is either identified as confidential or which by its nature is generally considered proprietary and confidential (regardless of whether such information is specifically labelled as such).
- l) **“Delivery Date”** for each instance of Data shall mean the date on which the delivery of Atlan Grid Data was made.
- m) **“Term”** shall mean a period of 1 (one) year from the first Delivery Date of any Data.

- n) **“Minimum Volume Commitment”** is the minimum volume of Atlan Grid Data Calls that the Customer shall pay for within the time period specified in the Order Form.
- o) **“Call” / “Data Request”** is each data attribute returned to the Customer for the latitude-longitude parameter in the API request. In case of bulk enrichment, every latitude-longitude provided by the Customer is considered a separate input. If the system determines that there is no data to return for a latitude-longitude, the Call / Request is not counted.

## **2. Changes to the Terms of This Agreement**

The terms of this Agreement may be revised from time to time as Atlan sees fit. If We do, those revised terms of the Agreement will supersede prior versions. Unless stated otherwise, revisions will be effective upon the effective date indicated at the bottom of this Agreement. We encourage You to check the effective date whenever You visit the Interface.

We will provide You advance notice of any material revisions that may impact You or Your use of Our Software or Services or Data. This notice will be provided via an e-mail to the e-mail address registered for an API Key with Atlan Grid.

If You keep using Our Software or Services or Data after the terms of this Agreement change (whether the changes are material or otherwise), then it is agreed and understood that You have accepted such revised terms of this Agreement. If You do not agree to the revisions, You should stop using the Interface, Atlan Grid, Data, and the Services.

## **3. Your Use of the Services**

You are solely responsible for all use (whether or not authorized) of the Services. You are also solely responsible for all acts and omissions of anyone who has access to or otherwise uses the API Key provided to You. You agree to take all reasonable precautions to prevent unauthorized access to or use of the Services and will notify us promptly of any unauthorized access or use. We will not be liable for any loss or damage arising from unauthorized use of the Atlan Grid API or Your API Key. You will be solely responsible, at Your own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for You to connect to, access, and use the Services.

#### 4. General Disclaimers

User will use Atlan Grid, the Atlan Grid API, Data and the Services in compliance with all applicable laws and regulations.

User is accessing the Interface, using the Services, retrieving Data and transacting at its sole risk.

All Users accessing the Interface to avail the Services / retrieve Data shall be solely responsible for maintaining the confidentiality of their API Key. User agrees to accept responsibility for all activities that occur under its API Key.

#### 5. Eligibility Criteria

To be eligible to access the Services or use the Atlan Grid API, You must be at least 18 years or above, and you must be eligible to contract in accordance with the applicable laws.

Notwithstanding anything contained under herein, even if a User meets with the eligibility criteria as detailed herein, Atlan shall have sole discretion to provide the User with an API Key or suspend / revoke or terminate the User's API Key.

#### 6. License

Subject to the terms, Atlan grants the User a non-exclusive, non-transferable, non-sublicensable, restricted and revocable limited license to use the Data and Services in accordance with these Terms. You may not: a) use, copy, merge, or transfer the Data or the API Key except as provided herein; b) sublicense, rent or lease the API Key or the Data to any Third Party; or c) supply or provide copies of the Data to any third parties, or allow external use of the API Key or Data.

On completion of the Term the API Key shall expire and the User shall erase the API Key and refrain from using the same post the Term or earlier termination, unless renewed through a fresh Order Form. The User shall notify Atlan if it comes to the User's knowledge that the API Key remains accessible post termination or expiry. All use of the Data retrieved from Atlan Grid shall be subject to Restrictions as detailed under Clause 10.

#### 7. Term

**Agreement Term.** This Agreement will remain in effect for the Term. Subject to User's payment of Fees as mentioned in the Order Form, the term for the license granted in this Agreement will begin on the Delivery Date of the first batch of

Atlan Grid Data and will continue for the license Term, unless terminated earlier as set forth below.

**Revising Rates.** Atlan may revise its rates with written notice to the User (which may be via email), effective for any renewal term.

**Termination for Breach.** Atlan may terminate this Agreement if: (i) the User is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; or (ii) User/ Customer or Atlan ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days.

**Other Termination.** Atlan may terminate this Agreement at any time by providing a 10 (ten) day notice in writing.

If Atlan is prohibited from providing the Services in a particular country, Atlan reserves the right to terminate the Agreement with respect to that particular country on written notice.

## 8. Effect of Termination

The license Term, and all other rights and licenses granted by Atlan to the User and the Services will cease immediately;

The User must irrevocably delete or destroy all Data and any other Intellectual Property and derivatives thereof that has expired per the license Term of one year. User will provide a written confirmation to Atlan within 7 (Seven) days of expiry or termination;

For any Data that has been held for less than its complete Term of one year at the time of expiry or earlier termination of this Agreement (other than for reasons of non-payment by the User or other breach of terms), only that Data and its derivatives may be retained until the completion of one year from receipt. After the completion of the one-year term, the Data and its derivatives must be irrevocably deleted or destroyed by the User unless the Parties enter into an additional agreement to renew the Term.

Payments, if any owed by the User to Atlan, are immediately due;

Other than for breach by the Customer, for any 'no cause' termination initiated by Atlan, Atlan shall repay to the Customer any unused amounts paid in

advance by the Customer (prepaid credits for which data has not been received).

If the API Key expires or is suspended / terminated, then the rights granted by Atlan to the User will immediately cease, including any access to Atlan Grid API or Data which will be immediately revoked; and

Upon termination, the User's API keys, and any right to access and use the Services will terminate immediately.

The following will survive expiration or termination of these Terms / API Key:

- **Storage and Deletion of Atlan's Data**

Unless the User enters into a separate license agreement with Atlan which specifically extends the Term, the User can only temporarily store Data returned from Atlan Grid for up to one year from date of acquisition of the Data from Atlan Grid.

## **9. Deprecation**

Atlan will announce if it intends to discontinue or make backwards incompatible changes to its APIs or Services. This policy is applicable unless a different deprecation policy is indicated by Atlan in writing in the applicable Atlan Grid API or service agreement or policies.

These Deprecation Terms do not apply to versions, features, and functionality labeled as "experimental" or "beta". Experimental versions, features, and functionality may be deprecated at any time.

## **10. Restrictions on Use**

Note: The phrase "User will not" means "User will not and will not permit a third party to".

The User will not:

- A. Copy, reproduce, modify, impute data for other entities, reverse engineer, decipher, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code or content from the Data or Services
- B. Sublicense, transfer, distribute or otherwise reveal to any third party whatsoever any of the Services or Data or other intellectual property of

Atlan. Atlan Grid Data can be used by the User/ Customer for its internal purposes alone;

- C. Disclose, sell, resell, publish, commercialize in any way, or otherwise make the Services or Data or other intellectual property of Atlan available.
- D. Access or use the Data or Services:
  - a. For illegal activities or activities which are likely to be a security threat to any country;
  - b. In a manner intended to avoid incurring Fees (if applicable);
  - c. On behalf of or for the benefit of any entity or person who is legally prohibited or prohibited by Atlan from using the Data or Services; and
  - d. For any activity which may damage the reputation or goodwill of Atlan, as determined by Atlan at its own discretion
- E. Create or offer a “wrapper” for the Services, unless User obtains Atlan’s written consent to do so. For example, User is not permitted to: (a) use or provide any part of the Service or Content in an API that User offer to others; or (b) create a User Implementation that re-implements or duplicates the Services
- F. Use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
- G. The User will also not engage in any of the following activities like i) scraping; ii) caching or storing Atlan Data or other intellectual property beyond the timeline as mentioned under these Terms; iii) re-creating Atlan Data or Services; iv) Accessing the Data or Services in order to build a similar or competitive service; v) Use the Data or Services for any comparisons of products, programs or services of any kind; vi) Allow any other Third-Party to access the API Key provided for the User; vii) Use automated means, including spiders, robots, crawlers, data mining tools, or the like to access Atlan Grid or the Data or Services. The User may not bypass any measures used by Atlan to prevent or restrict access to the Data or Services; viii) Attempt to gain access to any API Keys, Data, files, or passwords related to the Data or Services through hacking, password mining, or any other such means; ix) Interfere or disrupt Atlan servers or networks, or disobey any network access or security requirements, policies, procedures or regulations of Atlan (including the enabling of any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots, adware, spyware or other computer programming routines designed or intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information); x) Use the Data and Services in a manner which falsely suggests or implies that some other product / content is

related to Atlan or Atlan Grid; and xi) Take any action that imposes or may impose (in Atlan's sole discretion) an unreasonable or disproportionately large load on Atlan's technical infrastructure

User shall notify Atlan promptly in writing in the event of any unauthorized disclosure or use of Atlan Grid or Data or Services, or any other intellectual property. The User shall cooperate fully with Atlan to cure any such unauthorized disclosure or use.

## **11. Acknowledgements & Attribution**

Any User application, content or reports that use Atlan Grid Data will provide appropriate acknowledgement, in terms of: (A) credit to Atlan and mention of the use of Atlan Grid Data; and (B) state that use of the Data is subject to the then-current versions of Atlan's Terms. At Atlan's request, User will submit User application(s) and content along with acknowledgement information to Atlan for review to ensure compliance.

## **12. Confidentiality**

The User will use Atlan's Confidential Information only to exercise its rights and fulfill its obligations under the Terms.

For any Confidential Information provided by the User or by Atlan, the recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to parties other than the recipient's employees, Affiliates, agents, or professional advisors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient will protect against the unauthorized use, access, or disclosure of Confidential Information in the same manner as the User protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

The recipient shall not disclose, disseminate or otherwise publish or communicate Confidential Information received hereunder to any person, firm, corporation or other third party without the prior written consent of Disclosing Party except as required by law after giving reasonable notice to the Disclosing Party.

The recipient may disclose the other party's Confidential Information to the extent required by applicable Legal Process; provided that the recipient uses commercially reasonable efforts to: (a) promptly notify the other party of such



disclosure before disclosing; and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure.

The restrictions on disclosure shall not apply to Confidential Information that is

- i) Already known by recipient;
- ii) Becomes, through no act or fault of recipient, publicly known;
- iii) Received by recipient from a third party without restriction on disclosure or use; or
- iv) Independently developed by the recipient without reference to Confidential Information.

### **13. Equitable Relief**

The User acknowledges and agrees that in the event of a breach or threatened violation of Atlan's intellectual property rights and confidential and proprietary information, Atlan will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms.

### **14. User Data**

#### User Content

- i) Any User content, such as User credentials, login details, IP addresses, access times and dates, etc. can be retained by Atlan.
- ii) Information related to latitude-longitude coordinates or other geographic boundaries to be enriched may be used by Atlan to improve Services and products.
- iii) Atlan is granted an unrestricted, nonexclusive, perpetual, royalty-free, worldwide, transferable and irrevocable license and right to this information which can be used to improve Atlan's Data and Services. No attribution, financial compensation, or notice needs to be provided to Users.
- iv) Atlan reserves the right to delete or remove any User content in our sole discretion.

#### User Feedback

- i) If the User provides Atlan feedback or suggestions ("**Feedback**") about the Data or Services, then Atlan may use that information without obligation to the User, and the User irrevocably assigns to Atlan all right, title, and interest in that Feedback.

- ii) Atlan shall have the right to use such Feedback and related information in any manner it deems appropriate. Atlan will treat any Feedback the User provides as non-confidential and non-proprietary.

### Cookies

A *cookie* is a small data file that certain websites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you've visited, but the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. Some parts of the website may use cookies to track user traffic patterns. We do this in order to determine the usefulness of the information to our users and to see how effective our navigational structure is in helping users reach that information. Atlan does not correlate this information with data about individual users, nor does it share this information or sell it to any third party.

Atlan's information collection and use policies with respect to the privacy of such information are set forth in the Privacy Policy available at [atlan-privacy-policy.pdf](#)

## **15. Intellectual Property & Rights**

Except as expressly stated in these Terms, these Terms do not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Atlan owns all Intellectual Property Rights in Atlan Grid, Data and Services.

### Atlan Data and Services

- i) The User acknowledges and agrees that Atlan Data and Services are works for purposes of copyright law, and embody valuable, confidential, trade secret information of Atlan, the development of which required the expenditure of substantial time and money.
- ii) Atlan retains exclusive ownership of any and all rights, title and interest (including all intellectual property rights) in all the Atlan Data and Services, and the User shall not acquire any rights, express or implied, in the foregoing by virtue of these Terms other than otherwise expressly set forth.
- iii) Any unauthorized use of the Atlan Data or Services or any other intellectual property may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations and is

prohibited. In the event of a violation, Atlan reserves the right to seek all remedies available at law and/or in equity.

- iv) User agrees that Atlan may include User's name or Brand Features in a list of Atlan Users, whether online or in offline promotional materials. User also agrees that Atlan may verbally reference User as an organization accessing Atlan Products and Services.

## **16. Export Compliance**

User will comply with and will obtain all required authorization from applicable government authorities under the Export Control Laws. This will survive termination or cancellation of this Agreement.

## **17. Indemnity**

User agrees to indemnify, defend and hold harmless Atlan from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Atlan that arise out of, result from, or may be payable by virtue of any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to these Terms.

## **18. Disclaimer & Limited Liability**

ATLAN DOES NOT WARRANT OR GUARANTEE ANY SALES OR INCREASE IN SALES OF YOUR PRODUCTS. ATLAN IS MERELY A FACILITATOR. THIS INTERFACE, THE SERVICES AND DATA ARE PROVIDED BY ATLAN ON AN "AS IS" AND "AS AVAILABLE" BASIS. ATLAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS INTERFACE OR THE INFORMATION, DATA, SERVICES, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS INTERFACE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS INTERFACE IS AT YOUR SOLE RISK. ATLAN RESERVES THE RIGHT TO WITHDRAW OR DELETE ANY INFORMATION FROM THIS INTERFACE OR SERVICE AT ANY TIME AT ITS DISCRETION.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ATLAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ATLAN DOES NOT WARRANT THAT THIS INTERFACE, ITS SERVERS, OR E-MAIL SENT FROM ATLAN ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ATLAN WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS INTERFACE OR SERVICE OR DATA, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

OPENSOURCE: SOME OF THE SOFTWARE REQUIRED BY OR INCLUDED IN OUR ATLAN GRID APIS or API KEY MAY BE OFFERED UNDER AN OPEN SOURCE LICENSE. OPEN SOURCE SOFTWARE LICENSES CONSTITUTE SEPARATE WRITTEN AGREEMENTS.

## 19. Payment

- a) **Purchase Process:** User must submit an Order Form to Atlan to officially raise a purchase request and confirm the Services, quantity and Fees.
- b) **Payment:** It is agreed between the parties that the Customer/ You will make the full pre-payment for the Minimum Volume Committed under the Order Form for the Term, unless otherwise agreed by Atlan and Customer in writing. All payments for procurement of new services or Data shall be incorporated within the relevant Order Form or the parties will execute a fresh order form for the same subject to the terms of this Agreement. If payment is not made within 7 (seven) days of signing of the Order Form by Atlan or in advance of data delivery, whichever is relevant, Atlan reserves the right to discontinue access to the Atlan Grid API and Data, without prior notice.
- c) **Taxes are User's Responsibility:** User is responsible for any Taxes, and User will pay Atlan for the Services without any reduction for these amounts. If Atlan is obligated to collect or pay Taxes, the Taxes will be invoiced to User, unless User provides Atlan with a valid tax exemption certificate authorized by the appropriate taxing authority. If User is required by law to withhold any Taxes from its payments to Atlan, User must provide Atlan with an official tax receipt or other appropriate documentation to support this withholding.
- d) **Invoice Disputes:** Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Atlan, Atlan will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Atlan will apply the credit memo amount to the disputed invoice and User will be responsible for paying the resulting net balance due on that invoice.
- e) **Delinquent Payments:** Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. User will be responsible for all reasonable expenses (including attorneys' fees) incurred by Atlan in

collecting delinquent amounts, except where these delinquent amounts are due to Atlan's billing inaccuracies.

- f) **Upgrades:** Atlan may, if the User is not in breach at the time of the request, provide the User an opportunity to purchase higher usage limits.
- g) **Delivery:** The Services will not be made available until Atlan receives: (a) a complete and duly executed Order Form which confirms the Services, quantity and Fees requested; and (b) payment for the minimum purchase amount committed by the User for the financial year, unless otherwise agreed by Atlan and the Customer in writing.

## 20. Verification and Audit

- a) **Verification:** At Atlan's written request, not more than once per calendar year during the license term, User will provide Atlan with a certification signed by an officer of the Customer verifying the Services are being used pursuant to this Agreement.
- b) **Audit:** Atlan will have the right, no more than once per calendar year, and upon at least thirty days prior written notice, to appoint a nationally recognized certified public accountant or independent auditor to examine User's use of the Services, and the related records, to verify User's compliance with this Agreement. Audits will be conducted during regular business hours at User's facilities and will not unreasonably interfere with User's business activities. User will provide Atlan with reasonable access to the relevant User records and facilities.
- c) **Underpayment:** If an audit reveals that the User has underpaid fees to Atlan during the period audited, then Atlan will invoice User, and User will promptly pay Atlan, for the underpaid fees based on the higher of the price specified in this Agreement or Atlan's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent of the license fees paid by User for the Services during the preceding six-month period, then User will also pay Atlan's reasonable costs of conducting the audit.

## 21. General Clauses

- a) **Governing Laws:** These Terms shall be governed and construed in accordance with the applicable laws of India, without regard to its conflict of law provisions. Atlan's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

- b) **Jurisdiction:** All disputes and differences arising between the User and Atlan (hereinafter individually referred as “**Party**” and/or “**Parties**”) with regard to the interpretation of any provision / clause or term or meaning thereof or in regard to any claim of one Party against the other(s) or in regard to the rights and obligations of any Party or Parties under these Terms, unless resolved between the Parties shall be subject to binding arbitration under the provisions of the Arbitration & Conciliation Act 1996, by a sole arbitrator in New Delhi, India. Such sole arbitrator shall be appointed by Atlan and the proceedings will be in English. It is made clear that jurisdiction shall be that of the Courts of Delhi, India exclusively.
- c) **Notices:** All notices must be in writing and addressed to the attention of the other party's Operations Department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.
- d) **Change of Control:** Upon a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of Control will provide written notice to the other party within thirty days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and thirty days after it receives the written notice in subsection (a).
- e) **Force Majeure:** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- f) **No Waiver:** Failure to enforce any provision of this Agreement will not constitute a waiver.
- g) **Severability:** If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- h) **No Agency:** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

- i) **No Third-Party Beneficiaries:** There are no third-party beneficiaries to this Agreement.
- j) **Equitable Relief:** Nothing in this Agreement will limit either party's ability to seek equitable relief.
- k) **Amendments.** Any amendments to this Agreement must be in writing and expressly state that is amending this Agreement.
- l) **Survival.** Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement, such as Restricted Use (Clause 10), Intellectual Property (Clause 15), Confidential Information (Clause 12) , Export Compliance (Clause 16), Payment (Clause 19), and Effect of Termination (Clause 8).
- m) **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- n) **Entire Agreement.** This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Form, any services agreement made, this Agreement, and the terms located at any URL.

11/09/2019