

**Centrly, Inc.**  
**Terms of Service**

**1 Acceptance of Terms.**

- 1.1 Centrly, Inc. ("Centrly" or "we") provides its Service (as defined below) to you through its web site located at <https://www.centrly.com> and <https://www.centrly-pro.com> (the "Site"), subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS. If you are entering into this TOS on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this TOS, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this TOS, you must not accept this TOS and may not use the Service.
- 1.2 Centrly may change this TOS from time to time by providing thirty (30) days prior notice either by emailing the email address associated with your account or by posting a notice on the Site. You can review the most current version of this TOS at any time at <https://www.centrly.com/terms> and <http://www.centrly-pro.com/terms>. The revised terms and conditions will become effective thirty (30) days after we post or send you notice of such changes, and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to you, your only remedy is stop using the Services and send a cancellation email to [katia.paramonova@centrly.com](mailto:katia.paramonova@centrly.com).
- 1.3 As part of the registration process, you will identify an administrative user name and password for your account ("Account"). You may use the administrative user name and password to create standard users (each with a user password) up to the maximum number permitted in the applicable order form ("Order Form").

- 2 Description of Service.** The "Service" includes (a) the Site, (b) Centrly's platform to discover market opportunities in the form of new innovation, partners, customers, and understand an industry's landscape, and (c) all software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content"). Any new features added to or augmenting the Service are also subject to this TOS.

**3 General Conditions/ Access and Use of the Service.**

- 3.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to Centrly. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks. You shall comply with any codes of conduct, policies or other notices Centrly provides you or publishes in connection with the Service, and you shall promptly notify Centrly if you learn of a security breach related to the Service.
- 3.2 Any software that may be made available by Centrly in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Centrly hereby grants you a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by Centrly for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Centrly or any third party is granted to you in connection with the Service.
- 3.3 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "post(ing)") in connection with or relating to the Service ("Your Content"). You agree to cooperate with and provide reasonable assistance to Centrly in promoting and advertising the Services.
- 3.4 You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. Centrly reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Service, you hereby do and shall grant Centrly a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service. Centrly has the right, but not the obligation, to monitor the Service, Content, or Your Content. You further

agree that Centrly may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

- 3.5 You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Centrly's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. Centrly will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.
- 3.6 You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Centrly's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your Account or the Equipment with or without your knowledge or consent.
- 3.7 The failure of Centrly to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and Centrly, even though it is electronic and is not physically signed by you and Centrly, and it governs your use of the Service.
- 3.8 Centrly reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on Centrly's website and in other communication with existing or potential Centrly customers. To decline Centrly this right you need to email [katia.paramonova@centrly.com](mailto:katia.paramonova@centrly.com) stating that you do not wish to be used as a reference.
- 3.9 Subject to the terms hereof, Centrly may (but has no obligation to) provide technical support services, through email in accordance with our standard practice.
- 4 **Pilot.** From time to time, you may be invited to try certain services at no charge for a free trial, pilot or evaluation period or if such services are not generally available to customers (collectively, "Pilot Services"). Pilot Services will be designated on the applicable Order Form as beta, pilot, POC (Proof of Concept), evaluation, trial, limited release or the like. Pilot Services are (i) for your internal evaluation purposes only and not for production use, (ii) are provided free of charge, except for any "Pilot Use Fee" specified on the relevant Order Form, (iii) are not supported, are provided "AS IS" without warranty of any kind, (iv) are provided without any indemnification provision of any kind, and (v) may be subject to additional terms and restrictions pursuant to the applicable Order Form. Unless otherwise stated on the relevant Order Form, any Pilot Services trial period will expire 30 days from the trial start date and will not automatically renew. Centrly may discontinue Pilot Services at any time in its sole discretion and may never make them generally available. Centrly will have no liability for any harm or damage arising out of or in connection with any Pilot Services.
- 5 **Payment.** To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Centrly information regarding your credit card or other payment instrument. You represent and warrant to Centrly that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Centrly the amount that is specified in the payment plan in accordance with the terms of such plan and this TOS. You hereby authorize Centrly to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Centrly know within sixty (60) days after the date that Centrly invoices you. We reserve the right to change Centrly's prices. If Centrly does change prices, Centrly will provide notice of the change on the Site or in email to you, at Centrly's option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. Centrly may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Centrly thirty (30) days after the mailing date of the invoice, or the Services may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. You shall be responsible for all taxes associated with Services other than U.S. taxes based on Centrly's net income.

## 6 Confidentiality.

- 6.1** Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or other information relating to the Disclosing Party’s business, which may include personally identifying information of individuals (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Centrly includes non-public information regarding features, functionality and performance of the Services, including, but not limited to any software provided in connection with the Services. You will disclose the Services and Centrly Proprietary Information only to those of its employees as are necessary for the use expressly and unambiguously licensed hereunder, and only after such employees have agreed in writing to be bound by the provisions of this Agreement. You are responsible for any noncompliance by its employees. You shall not, without the prior written consent of Centrly, disclose or otherwise make available the Services or copies thereof to any third party. Your Proprietary Information includes, but is not limited to, any and all of your trade secrets and other confidential information, including, without limitation, data, know-how, employee and client information, business plans, financial information, computer software and programs and any other information, however documented. The Receiving Party agrees: (i) to take no less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information, except Disclosing Party’s trade secrets, after one (1) year following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required by law.
- 6.2** As between the parties, Centrly shall own all right, title and interest in and to the Services and its Proprietary Information, and improvements, enhancements, extensions, derivatives or modifications thereto (and all intellectual property rights related thereto). All data and information provided by you in the use of the Services (“**Customer Data**”) shall be and remain your sole and exclusive property. It shall be your duty to make regular backups of the Customer Data residing on your equipment.
- 6.3** You acknowledge that a fundamental component of the Services is the use of machine learning for the purpose of improving and providing Centrly’s products and services. Notwithstanding anything to the contrary, you agree that Centrly is hereby granted the right to use (during and after the term hereof) information submitted hereunder to train its algorithms internally through machine learning techniques for such purpose. You further agree that Centrly has the right to aggregate, collect and analyze data and other information relating to the performance of the Services and shall be free (during and after the term hereof) to (i) use such data and other information to improve Centrly’s products and services, and (ii) disclose such data and other information solely in an aggregated and anonymized format that does not identify you or any individual.
- 6.4** Further, if you provide or communicate to Centrly any feedback, discoveries, ideas, concepts or suggestions relevant to the Services (or improvements, enhancements or modifications thereto) or Centrly’s business, technology or Proprietary Information (“**Feedback**”), you grant Centrly, without charge, the fully paid-up, irrevocable right and license to use, share, modify, commercialize and otherwise fully exercise and exploit such Feedback and all related intellectual property or other rights (and to allow others to do so) in any way and for any purpose. These rights and the other obligations in this Section 2 survive termination of this agreement in perpetuity. Centrly owns and retains all right, title and interest in and to the Services and its Proprietary Information, and improvements, enhancements, extensions, derivatives or modifications thereto (and all related intellectual property rights).
- 7 Representations and Warranties.** You represent and warrant to Centrly that (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow Centrly to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service, and Centrly’s exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party’s copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iv) you are eighteen (18) years of age or older.
- 8 Termination.** You have the right to terminate your account at any time by sending a cancellation request to [katia.paramonova@centrly.com](mailto:katia.paramonova@centrly.com) without a right to a refund for any prepaid fees. Subject to earlier termination as provided below, Centrly may terminate your Account and this TOS at any time by providing thirty (30) days prior notice to the administrative email address associated with your Account. In addition to any other remedies we may have, Centrly may also terminate this TOS upon immediate written notice (or ten (10) days in the case of

nonpayment), if you breach any of the terms or conditions of this TOS. Centry reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). All of Your Content on the Service (if any) may be permanently deleted by Centry upon any termination of your account in its sole discretion. If Centry terminates your account without cause and you have signed up for a fee-bearing service, Centry will refund the pro-rated, unearned portion of any amount that you have prepaid to Centry for such Service. However, all accrued rights to payment and the terms of Section 4-15 shall survive termination of this TOS.

**9 DISCLAIMER OF WARRANTIES.** The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Centry or by third-party providers, or because of other causes beyond our reasonable control, but Centry shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. HOWEVER, THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

## **10 LIMITATION OF LIABILITY.**

**10.1** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

**10.2** Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**11 Indemnification.** You shall defend, indemnify, and hold harmless Centry from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service. Centry shall provide notice to you of any such claim, suit or demand. Centry reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Centry's defense of such matter.

**12 U.S. Government Matters.** You may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation installed by Centry on your Equipment (if applicable) are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this TOS and will be prohibited except to the extent expressly permitted by the terms of this TOS.

**13 Assignment.** You may not assign this TOS without the prior written consent of Centry, but Centry may assign or transfer this TOS, in whole or in part, without restriction.

**14 Miscellaneous.** If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable. Both parties agree that this TOS, together with any Order Form, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this TOS, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this TOS and you do not have any

authority of any kind to bind Centry in any respect whatsoever. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this TOS will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

- 15 Governing Law.** This TOS shall be governed by the laws of the State of California without regard to the principles of conflicts of law. Unless otherwise elected by Centry in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California for the purpose of resolving any dispute relating to your access to or use of the Service.
- 16 Publicity.** You agree to be a reference for Centry and the Services and participate in publicity upon request, subject to advance review and written approval of consent of such publicity, such consent not to be unreasonably withheld.
- 17 Privacy.** Please visit <http://www.centry.com/privacy> to understand how Centry collects and uses personal information.

**Notice:** To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that the relevant Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within the Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Centry will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Centry's sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, Centry has adopted a policy of terminating, in appropriate circumstances and at Centry's sole discretion, members who are deemed to be repeat infringers. Centry may also at its sole discretion limit access to the Site and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.