**ALTANA PLATFORM ACCESS AGREEMENT**

This Platform Access Agreement (“**Agreement**”) is made and entered into as of the date upon which the final signature is added to the initial order form (the “**Order Form #1**”) (the “**Effective Date**”), by and between Altana Technologies USG, Inc., a Delaware corporation, with offices at 700 14th St NW Ste 510 Washington, D.C. 20007 (“**Altana**”) and the undersigned entity (“**Customer**”), for the access and use of Altana’s machine learning and predictive analytics platform.

**ORDER FORM #1**

The Agreement means the Terms and Conditions attached hereto as Schedule A (the “**Terms**”), and the provisions of this Order Form #1 . In the event of any inconsistencies between the Terms and the Order, the Order will control. In consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the Parties hereto agree as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Customer**: | [*insert legal name of Customer entity*] | [*insert address*] | |
|  | **Customer Contact**: | [*insert name of primary POC*] | [*insert email address*] | [*insert contact no.]* |
|  | **Billing Contact:** | [*insert name of billing contact*] | [*insert email address*] |  |
|  | **Selected Capability**: | Selected Capability | Fees | Access Period |
| [X] | $[X] per year, during the initial term (the “**Fee**”) | Initial Term |
|  | **Initial Term**: | Beginning as of the Effective Date and continuing for a period of two years (the “**Initial Term**”). | | |
|  | **Payment Schedule**: | Customer will pay Altana the Fees for the first contract year of the Initial Term on or after the Effective Date following receipt of an undisputed invoice in accordance with Section 4 (Fees and Payment) of the Terms. Thereafter Customer will pay the applicable Fees for the subsequent contract year on or after each applicable anniversary of the Effective Date, each being subject to receipt of an undisputed invoice. | | |
|  | **Use Purpose**: | Internal decision-making, operational, and compliance purposes, subject in all cases to the restrictions and limitations set forth in the Terms, including the Use Restrictions. | | |
|  | **Additional Terms**: |  | | |
|  |  |  | | |

IN WITNESS WHEREOF, the Parties hereto hereby execute this Platform Access Agreement as of the Effective Date.

[*insert legal name of Customer]* ALTANA TECHNOLOGIES USG, INC.

By: By:

Name: Name:

Title: Title:

Date: Date:

**SCHEDULE A**

**TERMS AND CONDITIONS**

1. DEFINITIONS. Capitalized terms have the meanings set forth on the Order, in this Section 1, or as otherwise set off in quotation marks and defined in this Agreement.
   1. “**Access Period**” means the subscription period for the applicable Selected Capability set forth in the Order.
   2. “**Altana ID**” means a unique identifier applied by the Altana Platform to each entity for which data is received by the Altana Platform.
   3. “**Altana IP**” means (i) the Altana Platform; (ii) any and all inventions, works of authorship, data, and developments, and work product conceived, created, written, or generated by or on behalf of Altana, including in connection with Altana’s performance of the Services hereunder; (iii) all data owned or controlled by or on behalf of Altana and all Third Party Data; (iv) [intentionally blank]; (v) all Analytics; (vi) Documentation; (vii) all Usage Data; (viii) except Customer APIs, all APIs and other code or software that enables connection to or interoperability with the foregoing (i)-(vii); (ix) all updates, bug fixes, error corrections or other enhancements to the foregoing (i)-(viii) or any portion or component thereof, including changes to schemas, system architectures, weights, functions, configuration, machine learning parameters, and imputed or predicted data links, elements and attributes; and (x) any successors, equivalents, compilations or derivatives (including derivative works) of the foregoing (i)-(ix).
   4. “**Altana Platform**” means Altana’s machine learning and predictive analytics platform, including (i) the data asset derived by Altana by sourcing, transforming or connecting Firmographic Elements, Third Party Data and other data developed, sourced or collected by Altana; and (ii) the data management and machine learning systems, inclusive of their configuration, weights and architecture, that are owned, licensed, or otherwise controlled by Altana, operated and hosted by or for Altana on Altana’s or its third party hosting provider’s servers, that could or do interoperate with Customer Systems, and provide for the linking of Customer Data with other data. For clarity, the Altana Platform includes those certain limited subsets of features, capabilities, and data of the Altana Platform provided to Customer in connection with the Selected Capability.
   5. “**Analytics**” means calculations, measurements, machine learning-based signals, scores, imputed or predicted data links, elements and attributes, aggregations, recommendations, time series, or other information produced by the Altana Platform.
   6. “**Customer Data**” means data provided by Customer to Altana, including any data procured or licensed by or on behalf of Customer and delivered to Altana by a third party.
   7. “**Customer System**” means Customer’s internal website(s), systems, servers and other equipment and software used in the conduct of its business
   8. “**Designated Applications**” (intentionally blank).
   9. “**Documentation**” means the descriptions, instructions, specifications, materials, and user documentation made available to Customer by Altana for use in connection with the Services as amended or updated by Altana from time to time at Altana's discretion.
   10. “**Firmographic Elements**” [intentionally blank].
   11. “**Intellectual Property Rights**” means all intellectual property rights or other proprietary rights, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.
   12. “**Order Form**” means an order form executed by Altana and Customer and governed by this Agreement.
   13. “**Party**” or “**Parties**” means either Altana or Customer individually as the context indicates and “Parties” means Altana and Customer collectively.
   14. “**Reimbursable Cloud Expenses**” (intentionally blank).
   15. “**Selected Capability**” means those certain limited subsets of features, capabilities, and data of the Altana Platform, accompanying services, and Analytics or other Altana IP offered together under a single product or service name, as so determined by Altana, listed on the Order Form.
   16. “**Services**” means Altana’s provision of the Selected Capabilities to Customer for the applicable Access Period(s).
   17. “**Third Party Data**” means data utilized or incorporated into the Services., that is sourced from non-Customer, third parties, including proprietary data sources, public data sources, and non-public data and any representation or derivative thereof.
   18. “**Users**” means employees, agents, and contractors of Customer who are authorized by Customer to use the Services.
2. ALTANA PLATFORM.
   1. Access and Use. Subject to Customer’s continued compliance with this Agreement, Altana hereby grants to Customer during the applicable Access Period(s) a limited, non-exclusive, revocable, non-transferable permission, without the right to grant further permissions, for its Users to access and use the Services, in accordance with the Documentation, solely for the Use Purpose. Customer will not have the right to access or use the Altana Platform or any other Altana IP except for the access and use of the Services provided in this Section 2.1.
   2. Customer System Interoperability. (intentionally blank)
   3. Third Party Data. The Altana Platform incorporates, amongst other data sources, Third Party Data. Customer understands and agrees that the availability of certain Third Party Data will vary from time to time and Altana is not responsible for the availability or accuracy of any Third Party Data. Certain Third Party Data will only be made available to Customer under certain Selected Capabilities, as applicable, or as otherwise agreed by the Parties.
   4. Use Restrictions. Customer will not, directly or indirectly, and Customer will not permit any User or third party, to, or attempt to (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of Altana IP; (ii) modify, translate, or create derivative works based on any element of Altana IP; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services or Altana IP; (iv) use the Services or Altana IP for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (v) remove or alter any proprietary notices from Altana IP; (vi) except in non-substantial quantities solely as necessary for Customer’s internal decision-making, operational, or compliance purposes, download or copy to any Customer System the Altana IDs, Analytics, or any other Altana IP; (vii) use the Services or Altana IP for any purpose other than its intended purpose; (viii) interfere with or disrupt the integrity or performance of the Services or Altana IP; (ix) attempt to gain unauthorized access to Altana IP; (x) except as expressly permitted herein, sell, resell, publish, display, distribute, disclose, use or incorporate into other materials or services any of the Services or Altana IP; or (xi) use the Services or Altana IP as the basis for developing, or otherwise in connection with, competitive solutions, services, or materials (or facilitate, contract or engage with, a third party to do so) (collectively, the “**Use Restrictions**”).
   5. Suspension. Notwithstanding anything to the contrary in this Agreement, Altana may suspend Customer’s or any User’s access to any portion or all of the Services for a period of time reasonably determined by Altana if: (i) Altana reasonably determines or suspects that there is a threat or attack on the Altana Platform; (ii) Customer’s use of the Services or Altana IP violates the Use Restrictions; (iii) Customer is in breach of its payment obligations herein; or (iv) Altana determines in good faith that Altana’s provision of the Services to Customer may be prohibited by applicable law (each a “**Services Suspension**”). Altana will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Services Suspension.
   6. Usage Data. Customer acknowledges and agrees that Altana may monitor Customer’s use of the Services and collect data and information related to Customer’s use of the Services in an aggregate or de-identified manner (“**Usage Data**”).
3. CUSTOMER OBLIGATIONS.
   1. Customer Systems. Customer will, at its own cost and expense, procure and provide all equipment, operating systems, servers (including cloud hosting, if applicable), and software needed for Customer to use and access the Services, including all other Customer Systems to the Services. Except as specifically set forth herein, Altana is not responsible for supplying any hardware, software or other equipment to Customer under this Agreement.
   2. Users. Customer is responsible and liable for all uses of the Services and Altana IP resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, including any act or omission by a User that would constitute a breach of this Agreement if such act or omission were taken by Customer,.
4. FEES AND PAYMENT.
   1. Fees. Customer will pay to Altana, the Fees set forth on the applicable Order Form. Except as otherwise set forth in the applicable Order Form all amounts payable under this Agreement will be paid: (i) in United States Dollars; (ii) within 30 days of the date of delivery of the applicable invoice; and (iii) without setoff, or counterclaim, or any deduction. All Fees are nonrefundable, except in the event that Customer terminates this Agreement in accordance with Section 10.2, in which case Altana will refund to Customer the pre-paid Fees paid by Customer for the then current Renewal Term on a pro rata basis for the period from the effective date of termination until what would have been the end of the current Renewal Term.
   2. Taxes. Customer will pay all applicable sales, use, and value-added taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority (but not taxes imposed on Altana’s net income) with respect to this Agreement or furnish Altana with evidence acceptable to the taxing authority to sustain an exemption therefrom. All payments under this Agreement will be made free and clear of (and without deduction for or grossed up for, as applicable) any withholding or other taxes levied by any country or jurisdiction that applicable law requires Customer to withhold.
   3. Additional Capability and True Up. Except as otherwise provided in the applicable Order Form: (i) Services are purchased for the Access Period stated therein; and (ii) additional capabilities may be added during the Access Period and shall be co-terminus with and prorated for the remainder of the applicable Access Period.
5. PROPRIETARY RIGHTS.
   1. Ownership of Altana IP. Customer acknowledges that Altana IP and all Intellectual Property Rights therein, are the sole and exclusive property of Altana and its licensors. To the extent Customer has or obtains any right, title or interest in or to Altana IP, Customer hereby irrevocably assigns all such right, title and interest to Altana without any duty to account or pay royalties to Customer or any third party.
   2. Ownership of Customer System and Data. Altana acknowledges that Customer Data and the Customer System and all Intellectual Property Rights therein, are the sole and exclusive property of Customer and its licensors.
   3. License to Customer Data. Customer hereby grants to Altana a world-wide, royalty-free, nonexclusive, irrevocable, limited right and license, during the Term, to access and use Customer Data to the extent necessary to provide the Services.
   4. License to Firmographic Elements of Customer Data. [intentionally blank].
   5. Feedback. Customer may provide suggestions, comments, and other forms of feedback regarding the Services or Altana IP to Altana (collectively, “**Feedback**”). Altana may use such Feedback without restriction or obligation provided always that the Feedback does not publicly identify the Customer or publicly reveal operationally sensitive information of Customer. If provided, Feedback will not constitute Confidential Information of Customer.
   6. Reservation of Rights. All rights not expressly granted hereunder are reserved by each of Customer and Altana.
6. CONFIDENTIALITY.
   1. Confidential Information. Subject to and without limiting the permissions and license grants expressly set forth herein or, for clarity, the Use Restrictions on Customer, each party agrees to maintain, using no less than a reasonable degree of care, all information, documents, or materials received from the other party pursuant to this Agreement in confidence (“**Confidential Information**”), and agrees not to use any such information for any purpose, or disclose any such information to any person, except (i) to the extent necessary or reasonably required to exercise its rights or perform its obligations hereunder; or (ii) to the extent necessary to comply with applicable law or to respond to a valid court order, law, rule or regulation. Each party may disclose the Confidential Information of the other party to its personnel, provided such personnel have a need to know such information and are bound by confidentiality obligations at least as protective as those set forth in this Section. If compelled to disclose the other party’s Confidential Information due to court order, law, rule, or regulation, the compelled party will immediately notify the other party and will cooperate with the other party’s efforts to prevent, limit, or protect as confidential such disclosure. Altana Confidential Information includes the terms of this Agreement and Altana IP. Customer Confidential Information includes Customer Data.
7. REPRESENTATIONS AND WARRANTIES.
   1. Mutual Representations and Warranties. Each party individually represents, warrants, and covenants that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) it does not have any contractual or other limitations that would result in a breach of contract or other limitation to the party’s grant of rights, permissions, or licenses herein or performance of its obligations in this Agreement; (iii) it has the legal power to enter into this Agreement; and (iv) it will at all times comply with all applicable laws, codes, rules, and regulations.
   2. Disclaimer of Warranties. ALTANA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE SERVICES AND ALTANA IP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ALTANA DOES NOT REPRESENT OR WARRANT THAT ANY THIRD PARTY DATA, THE SERVICES, OR ALTANA IP ARE ACCURATE, ADEQUATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.
   3. Disclaimer Regarding Reports. Customer acknowledges and agrees that (i) due to the dynamic nature of global supply chains, the limitations of third party reporting and public data, and Altana’s evolving data coverage, the information contained in any report or other materials provided by Altana and its technologies may not be reliable, accurate, complete, current, or error-free and therefore is provided on an as-is and as available basis; (ii) as a result, such information is not designed, or fit, to serve as the basis for any legal action or transaction, and does not assert the existence or absence of any risk related to, or degree of compliance with, any transaction, contract, law, rule, or regulation (e.g. 19 U.S.C. §1307 (Forced Labor)); (iii) such information is provided solely for informational purposes and does not constitute legal advice and is not a substitute for professional inquiry, research, expertise, or judgement; and (iv) Altana is not responsible and will not be held liable for the action or inaction of any person or entity resulting from access to or use of such information.
8. INDEMNIFICATION.
   1. By Customer. Customer will indemnify, defend and hold Altana and its directors, officers and employees harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, settlements, judgments, awards, penalties, interest, fines, costs, fees and expenses of whatever kind, including reasonable attorneys’ fees (and including such costs incurred in the enforcement of this provision) (collectively, “**Losses**”), arising out of any and all third-party claims, investigations, or other proceedings arising from (i) breach of Customer’s representations and warranties set forth in Section 7.1; (ii) violation, infringement or misappropriation of any Intellectual Property Rights or other rights arising out of or relating to Altana’s use of Customer Data as contemplated hereunder; (iii) breach of Customer’s confidentiality obligations hereunder; (iv) the gross negligence, fraud or intentional misconduct of Customer or its personnel, except, in each case (i)-(iv), to the extent (and in the proportion to which) such third-party claims are caused by Altana’s fraud or gross negligence.
   2. By Altana. Altana will indemnify, defend and hold Customer and its directors, officers and employees harmless from and against any and all Losses arising out of any and all third-party claims, investigations, or other proceedings arising from (i) breach of Altana’s representations and warranties set forth in Section 7.1; (ii) except with respect to Losses arising out of or relating to Third Party Data, violation, infringement or misappropriation of any Intellectual Property Rights of a third party by Altana IP arising out of or relating to Customer’s use of the Services as expressly permitted hereunder and in accordance with this Agreement; (iii) breach of Altana’s confidentiality obligations hereunder; (iv) the gross negligence, fraud or intentional misconduct of Altana or its personnel, except, in each case (i)-(iv), to the extent (and in the proportion to which) such third-party claims are caused by Customer’s fraud or gross negligence.
   3. Indemnification Procedure. The party seeking indemnification (the “**Indemnitee**”) will (i) provide the party from whom indemnification is sought (the “**Indemnitor**”) with prompt written notice upon becoming aware of any such claim and (ii) reasonably cooperate with the Indemnitor in the defense of any such claim. The Indemnitor must assume the defense and settlement of such claim at Indemnitor’s sole risk and expense. The Indemnitor may settle such claim without the Indemnitee’s written consent only if such settlement: (i) includes a release of all such claims pending against the Indemnitee; (ii) contains no admission of liability or wrongdoing by the Indemnitee; (iii) imposes no obligations upon the Indemnitee other than an obligation to stop using any infringing items; and (iv) to the extent such claim involves the Altana Platform, requires no modification to the Altana Platform and imposes no obligation or restriction on Altana’s or any of its customers’ use of the Altana Platform in any prior, current, or future form, otherwise the Indemnitor may only settle such claim with the Indemnitee’s prior written consent.
9. LIMITATION OF LIABILITY.
   1. No Consequential Damages. EXCEPT WITH RESPECT TO EACH PARTY’S CONFIDENTIALITY OBLIGATIONS HEREIN, EACH PARTY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALTANA WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.
   2. Limits on Liability. EXCEPT WITH RESPECT TO EACH PARTY’S CONFIDENTIALITY OBLIGATIONS HEREIN, EACH PARTY WILL NOT BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN THE SUM OF THE AMOUNTS HAVING THEN ACTUALLY BEEN PAID BY CUSTOMER TO ALTANA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, MINUS, IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID (AS OF THE DATE OF SATISFACTION OF SUCH LIABILITY) BY A PARTY TO THE OTHER PARTY IN SATISFACTION OF ANY LIABILITY FOR DAMAGES UNDER THIS AGREEMENT. SUBJECT TO THE PREVIOUS SENTENCE, EACH PARTY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS RELATING TO ALTANA IP, THE SERVICES, OR THIS AGREEMENT IN EXCESS OF THE LIMITATION PROVIDED FOR IN THIS SECTION 9.2. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WILL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. Customer acknowledges and agrees that Altana’s performance of its obligations hereunder will be reduced to the extent that such performance is hindered, delayed, or prevented by any act, omission, failure to perform, or breach of this Agreement by Customer.
10. TERM AND TERMINATION.
    1. Term. Unless terminated earlier in accordance with its terms, this Agreement is effective from the Effective Date and will remain in effect for the Initial Term as set forth on the Order Form, and thereafter, will automatically renew for successive one-year periods (each a “**Renewal Term**”) and together with the Initial Term, the (“**Term**”), unless either party provides written notice to the other party of its intent not to renew at least 90 days’ prior to the end of the Initial Term or then-current Renewal Term.
    2. Termination for Cause. Either party may terminate this Agreement upon written notice to the other party in the event the other party commits a material breach of any provision of this Agreement and does not remedy such breach within 30 days after receipt of notice from the non-defaulting party or such other period as the Parties may agree.
    3. Effects of Termination. Upon expiration or termination of this Agreement, or the expiration of any Selected Module’s applicable Access Period, (i) the permissions granted to Customer herein to the applicable Services will immediately terminate; (ii) Customer will immediately cease use of, and access will be immediately terminated to, the applicable Services, including the Altana Platform and the Altana IDs and Analytics thereof; and (iii) all applicable Fees, Reimbursable Cloud Expenses, and other amounts owed under this Agreement will be immediately due and payable by Customer to Altana. In addition, within ten (10) days after the effective date of such expiration or termination, each party will (i) return to the other party, or at the other party’s option, destroy, all applicable items of the other party’s Confidential Information then in its possession or control, including any copies, extracts or portions thereof (for clarity, Customer will delete and destroy all applicable copies of the Altana Platform, Third Party Data, Altana IDs and Analytics in its possession or control, and Altana will delete and destroy all copies of Customer Data in its possession or control, except those copies of Customer Data incorporated into Altana IP in accordance with Section 5.4), and (ii) upon request will certify in writing to the other party that it has complied with the foregoing.
    4. Survival. This Section 10.4 (Survival) and Sections 1 (Definitions), 2 (Altana Platform), 4 (Fees and Payments), 5 (Proprietary Rights), 6 (Confidentiality), 7 (Representations and Warranties), 8 (Indemnification), 9 (Limitation of Liability), 10.3 (Effects of Termination), and 11 (Miscellaneous), as well as any accrued obligations, will survive any termination or expiration of this Agreement.
11. MISCELLANEOUS.
    1. Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference.
    2. Entire Agreement. The terms and conditions of this Agreement, supersede all previous communications between the Parties and constitute the entire agreement between the Parties relating to the subject matter of this Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both Parties.
    3. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement will not be construed as a waiver of any subsequent breach of the same or similar nature. If any provision of this Agreement is determined to be invalid, unenforceable or illegal, then such determination does not affect the validity, enforceability, or legality of the other provisions contained herein, all of which remain in full force and effect.
    4. Cumulative Remedies. Except as may be expressly stated herein, the remedies stated under this Agreement are cumulative and do not exclude other remedies to which a party is lawfully entitled.
    5. Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of New York without regard to conflicts of law principles therein. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. For any disputes arising out of this Agreement, the Parties consent to exclusive jurisdiction and venue in the state and federal courts located in the Southern District of New York.
    6. Assignment. Neither party may assign its rights or obligations under this Agreement, whether voluntarily or by operation of law or otherwise, without the other party’s prior written consent. Notwithstanding the foregoing, either party, upon written notice to the other party, may assign this Agreement in connection with an acquisition, sale or transfer of all or substantially all of its assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this section is void.
    7. No Third Party Beneficiaries. Nothing in this Agreement is intended to or will confer upon any person or entity, other than the Parties hereto and their permitted assigns and authorized successors, any legal or equitable right, benefit, or remedy of any kind under this Agreement.
    8. Independent Contractor. Altana is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
    9. Publicity*.* Customer consents to: (i) Altana’s use of Customer's name and logo for public identification as a customer, along with general descriptions of the Customer-Altana relationship in promotional marketing materials; and (ii) participate in a case study regarding its experiences with the Altana Atlas ("**Case Study**"), and, subject to Customer’s review and approval of a draft Case Study (not to be unreasonably withheld), the inclusion of the Case Study in promotional marketing materials.
    10. Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts and via facsimile or electronic signature and pdf, and all such counterparts taken together will be deemed to constitute one and the same original instrument.
    11. Interpretation. The terms “e.g.,” “such as,” “include,” “includes,” and “including” are not limiting and are deemed to be followed by the words “without limitation.” The terms “herein,” “hereto,” “hereunder” and terms of similar import refer to this Agreement in its entirety and not to any particular provision of this Agreement. Except where the context otherwise requires, wherever used, the word “or” is used in the inclusive sense (and/or).
    12. Notice. Any notices required under this Agreement will be directed to the physical addresses or email addresses of the Parties shown on the Order Form, or such other address as communicated in writing to the other party from time to time. All notices are effective upon receipt.
    13. Export. The Services and Altana IP utilize software and technology that may be subject to United States and foreign export controls and sanctions. Customer acknowledges and agrees that it will not, directly or indirectly, and Customer will not permit Users to, use the Services or Altana IP by, for, or on behalf of, and will not transfer or otherwise export or re-export any of the underlying information, software, or technology to, countries or territories as to which the United States maintains an embargo (collectively, “**Embargoed Countries**”) or the government, an entity organized under the laws thereof, or a national or resident thereof, any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals and Blocked Persons or owned 50% or more, directly or indirectly, individually or in the aggregate by one or more such sanctioned Parties, or any person or entity on the U.S. Department of Commerce’s Entity or Denied Persons Lists (collectively, “**Designated Nationals**”) except in full compliance with all U.S. laws and regulations, including any governmental licensing requirements. The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services or Altana IP, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National. Customer agrees to comply strictly with all applicable export and laws and regulations and assume sole responsibility for obtaining licenses to export or re-export software and technology provided under this Agreement as may be required. Altana makes no representation that the Services or Altana IP are appropriate or available for use in other locations. Any diversion of Altana IP contrary to law is prohibited. No Altana IP, nor any information or materials acquired through the use of the Services, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, or for military end uses or end users