

Cloud Service Agreement

Updated May 12, 2023

If you signed a separate Agreement to access the Perigon Cloud Service with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, your separate Agreement applies to your use of the Product.

This Agreement is between Perigon, Inc. and the company or person accessing or using the Cloud Service. This Agreement consists of: (1) the Order Form and (2) the Key Terms, both of which are on the Cover Page below, and (3) the [Common Paper Cloud Service Standard Terms Version 1.0](#) (“Standard Terms”). Any modifications to the Standard Terms made in the Cover Page will control over conflicts with the Standard Terms. However, if the Cover Page omits or does not define a highlighted word, the default meaning will be “none” or “not applicable”. Capitalized words have the meanings given in the Cover Page or the Standard Terms.

If you are accessing or using the Cloud Service on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. By signing up, accessing, or using the Product, Customer indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Cover Page

Order Form

The key business terms of this Agreement are as follows:

Cloud Service	The Cloud Service is Provider’s API and other technology used by Customer within its applications, websites or other services (collectively, the “Properties”) authorized by Provider to aggregate, analyze, integrate, monitor, and hyperlink news content or publish related news data analysis to users of its Properties. Provider may aggregate other public data and provide such data analysis to Customer as outlined in this Order Form.
	Affiliates are authorized to access Customer’s account.
Subscription Start Date	Effective Date
The date access to the Cloud Service starts	
Subscription Period	One (1) Month
Length of Cloud Service access	
Auto-renewal	Non-Renewal Notice Date: At least 30 days before the end of the current Subscription Period.
Use Limitations	As provided in the Customer invoice.
Technical Support	Provider will use commercially reasonable efforts to provide the following support services related to the use of the Cloud Service, without charge to Customer.
	<ul style="list-style-type: none"> i. Reasonable email and phone support as described below ii. Web-based or other training reasonably sufficient for Customer to utilize the Cloud Service.
	Email and phone support is available during Provider’s normal business hours (9am to 5pm CT, excluding weekends and holidays). Extended support hours and additional support may be available by specific arrangement and payment.

Cloud Service Fees

As provided in Customer invoice

Payment Period

Time frame for Customer to pay invoices

Upon online acceptance and automatically each payment period via credit card

Invoice Period

How frequently Provider sends invoices

Monthly

Key Terms

The key legal terms of this Agreement are as follows:

Effective Date

The date the Agreement starts

The date Customer first accepts this Agreement

General Cap Amount

Limitation of liability amount for most claims

The fees paid or payable by Customer to Provider in the 12 month period immediately before the claim.

Covered Claims

Claims covered by indemnity obligations

Customer Covered Claims: Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights; or (2) results from Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).

Unlimited Claims

Claims excluded from any limitation of liability

Customer's indemnification obligation
Breach of Section 12 (Confidentiality) resulting from gross negligence or willful misconduct (however, excluding any data or security breaches)

Governing Law

The laws of the State of Texas.

Chosen Courts

Jurisdiction or where disputes are filed

The state and federal courts located in Texas.

Insurance Minimums

Requirements for Provider's policies

Commercial general liability with a minimum limit for each occurrence of at least \$1,000,000 and at least \$2,000,000 in the aggregate
Workers' compensation insurance as required by Applicable Law
Errors and omissions or professional liability with a minimum limit for each occurrence of at least \$1,000,000 and at least \$1,000,000 in the aggregate
Cyber liability insurance with a minimum limit for each occurrence of at least \$1,000,000 and at least \$1,000,000 in the aggregate.

Attachments and Supplements**Acceptable Use Policy**

Customer is only permitted to use the Cloud Service for non-commercial personal or academic purposes.

Customer will not use the Cloud Service in connection with any application that constitutes or promotes illegal gambling, adult media (i.e., pornography), inflammatory content, violence, politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities, discrimination, racism, harassment or hate speech against any individual or group, pirated content or content that violates a party's intellectual property rights, tobacco products, including e-cigarettes, firearms or ammunition, or any product that is illegal in the jurisdiction in or into which it is sold.

Customer may use the Cloud Service in connection with custom applications or other products so long as such use complies with the terms of this Agreement.

Customer acknowledges and agrees that the Provider may change the nature of the Cloud Service at any time in the Provider's sole discretion without advance notice to Customer, and that future versions of the Cloud Service may no longer be compatible with any given Property. Customer acknowledges and agrees that Provider may stop (permanently or temporarily) providing the Cloud Service (or any features or sources within the Cloud Service) to Customer at any time in the Provider's sole discretion without prior notice to Customer.

Provider permits developers to use the service in applications "directed to children under 13" but Customer must meet certain obligations, including obtaining verifiable parental consent. If you have questions about COPPA, the U.S. Federal Trade Commission provides a COPPA FAQ and you should consult your own legal advisor.

Customers who are based in the United Kingdom, or seek to distribute news content within the United Kingdom, acknowledge that extended terms apply in accordance with conditions or obligations set forth by NLA Media Access, the United Kingdom's governing body for news publishing. Additional information about NLA Media Access can be obtained at <https://www.nlamediaaccess.com/>. As such, some sources or content made available via the Cloud Service may require a valid end user license with NLA Media Access. The Customer agrees to establish necessary licenses and to maintain sufficient compliance through and with NLA Media Access and the United Kingdom's governing bodies for publishing or distributing news content. This Agreement or access to the Cloud Service does not constitute a license or compliance with NLA Media Access. Provider may disable access to data or content from sources that conflict with NLA Media Access obligations or the United Kingdom's regulations for distributing news content.

Data and content accessible through the Cloud Service can contain third-party content like news articles, headlines, text, images, media source data, rich media, and videos. This content will remain the sole responsibility of the original source, copyright holder, or those who make it publicly available. In some cases, content accessible through the Cloud Service may also be subject to intellectual property rights. If this is the case, Customer may not use it unless Customer is licensed to do so or are otherwise permitted by law. Unless expressly permitted by Applicable Law or by the original source, content or copyright owner, Customer will not, and will not permit its end users or others acting on your behalf, to do any of the following with the data or content returned from the Cloud Service:

1. Use the Cloud Service or related data to reproduce or republish copyrighted material;
 2. Use the Cloud Service or related data in any manner that violates any laws directly or indirectly;
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3. Misrepresent the ownership or the source of the data or content distributed by the Cloud Service;
 4. Misrepresent or manipulate the content or news distributed by the Cloud Service;
 5. Obscure, remove or change any copyright, trademark, or other proprietary notations;
 6. Falsify or delete any author attributions, legal notices, or other labels of the origin or source of material; or
 7. Register multiple Cloud Service keys with the Provider, unless otherwise authorized by the Provider.

Security Policy

Provider will use commercially reasonable efforts to secure the Cloud Service from unauthorized access, alteration, or use and other unlawful tampering.

Changes to Standard Terms

Publicity Rights

Modifying Section 14.7 of the Standard Terms

Provider may identify Customer and use Customer's logo and trademarks on Provider's website and in marketing materials to identify Customer as a user of the Product. Customer hereby grants Provider a non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of Provider or the Product during the length of the Agreement.

Provider may identify Customer as a user of the Product in non-public settings, including with potential investors and advisors.

Nothing in this Agreement permits Customer to use any of the Provider's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features without the Provider's prior express written consent.

Other Changes to Standard Terms

List specific changes to the Standard Terms

Representations and Warranties. The following is added to Section 7.2:

Customer further represents and warrants that it shall not: i) sell, export or re-export, divert or transfer, or otherwise participate in any export transaction involving the Cloud Service with individuals or entities listed in the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of State's list of individuals debarred from receiving Munitions List items and other applicable lists or ii) violate U.S. law with respect to the U.S. consolidated screening list.
