

TrademarkNow TERMS & CONDITIONS

The TrademarkNow Platform (the "Website") is operated by TrademarkNow Oy and its affiliates and parent company Corsearch Intermediate, Inc., with principal address of business at Vuorikatu 14 A, FIN-00100 Helsinki, Finland ("TrademarkNow", "we", "our", or "us"). Your use of any TrademarkNow's products, software, services and the Website (hereinafter collectively TrademarkNow's products, software, services and Website collectively referred to as the "Services") is subject to these Terms and Conditions (Terms and Conditions hereinafter also referred to as "Agreement"). If TrademarkNow (or Corsearch) is providing the Service to you under a separate agreement, these Terms and Conditions shall be incorporated to such agreement by reference and shall be applicable to any Services provided by TrademarkNow unless expressly otherwise agreed.

1. Use of Services

Please read this Agreement carefully before using the Services. By accessing the Services, you acknowledge and agree that you have read this Agreement, are at least eighteen (18) years of age, and wish to be bound by the terms and conditions set forth in this Agreement. If you are not at least eighteen (18) years of age or do not wish to be bound by this Agreement, you are not authorized to use the Services. We reserve the right to modify the Agreement at any time. You agree to review this Agreement periodically to be aware of such modifications. You further agree that your continued use of the Services shall be deemed to be your conclusive acceptance of any modified and updated Agreement. You acknowledge and agree that TrademarkNow may, under exceptional circumstances required by necessary technical changes or comparable measures, stop (permanently or temporarily) providing the Services or any features within the Services to you or to Users generally at TrademarkNow's sole discretion, without prior notice. You acknowledge and agree that your only remedy for failures, delays or interruptions with respect to Services is limited to a refund for such Services, at TrademarkNow's sole discretion. All Services are acquired by you "as is" and "where is". You agree to use the Services only for purposes that are permitted by (a) this Agreement (b) applicable Subscription Agreement or other written agreement if any and (c) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions including but not limited to any laws regarding the export of data or software to and from the European Union, United States or other relevant countries.

2. Definitions

- 2.1. **"Business Day"** means a day other than a Saturday, Sunday or bank holiday in Finland.
- 2.2. **"Confidential Information"** means any information or data, or both, communicated by or on behalf of either Party ("Disclosing Party") to the other Party ("Receiving Party"), including, but not limited to business, commercial or technical information and data in connection with this Agreement, except for information that is non-confidential in nature. The information shall be Confidential Information irrespective of the medium in which that information or data is embedded,

and whether the Confidential Information is disclosed orally, visually or otherwise. Confidential Information shall not include information which: (i) is or becomes public through no fault of the Receiving Party; (ii) is lawfully obtained from someone other than the Disclosing Party that is not under an obligation to the Disclosing Party to keep that information confidential; (iii) was already in the possession of the Receiving Party prior to the date of disclosure as evidenced by written records; or (iv) the Receiving Party develops independently without use of the Confidential Information; or (v) is approved for release by written agreement with the Disclosing Party.

2.3. **"Content"** means text, audio, video, graphics and other information and data available by means of the Services or appearing on the Website.

2.4. **"Customer"** means the legal entity or individual that enters into this Agreement by using the Services or when applicable, legal entity appearing on the Signature Page of the Subscription Agreement. For avoidance of doubt, any reference to "you" or "your" under this Agreement refers to Customer, and when applicable, to individual User.

2.5. **"Customer Data"** means data, information or material provided or submitted by Customer or any User to TrademarkNow in the course of utilizing the Services excluding Personal Data.

2.6. **"Free Services"** means Service made available by us to you on an unpaid trial or free basis. Free Services includes but is not limited to trial accounts, guest accounts or any other access to Service without any charge. Definition and scope of Free Services are specified on an email invitation, on Website, or any other way.

2.7. **"Party"** means either Customer or TrademarkNow, by and through parent Corsearch, and "Parties" both Customer and TrademarkNow.

2.8. **Personal Data** means any information of relating to an identified or identifiable natural person as defined under Commission's General Data Protection Regulation (2016/679/EU) and any amendments thereto and under relevant data protection laws.

2.9. **"Signature Page"** means the signature page of Subscription Agreement.

2.10. **"Subscription Agreement"** means a separate written agreement between Customer and TrademarkNow for the provision of Services, the scope of which is defined in each applicable Subscription Agreement.

2.11. **"User"** means one of Customer's employees, representatives, agents and other persons expressly authorized by Customer in connection with Customer's internal business affairs who are authorized to use the Services and have been supplied User identifications and passwords by Customer or by TrademarkNow at Customer's request. A single User may also have credentials associated with several Customers, in which case selecting the correct Customer for any use of the Services is the User's responsibility.

3. User Accounts

3.1. User Registrations: Accurate Information In order to access most of our Services, you need to create a user account on the Website ("Account"). You agree that any information you provide to us will be accurate, complete and up to date at all times. By providing the information you agree that any information, including Personal Data may be processed by TrademarkNow as the data controller in accordance with its Privacy Policy and applicable legislation.

3.2. User ID; Password. Users who create an Account will obtain a user ID and password (collectively, your "Profile"). You agree not to allow any third party to use your Profile to access the Services and to safeguard your Profile so as not to enable any third party to access the Services. You agree to be responsible for failure to safeguard your Profile and allowing any other person or entity to access the Services by using your Profile or otherwise by using your Account. No part of a Profile or Account may be transferred or sold by you to another party. You agree to notify TrademarkNow immediately of any unauthorized use of your Profile, Account or the Services. You agree that TrademarkNow shall not be liable for any loss that results from the unauthorized use of your Profile or Account, either with or without your knowledge.

3.3. Revocation of User Accounts. You agree that we have the right to cancel your Account and/or revoke your Profile for any reason at any time, at our sole discretion without incurring any liability thereof or entitling you to receive any refunds for payments, if you fail to comply with any provision of this Agreement or applicable Subscription Agreement or if it is reasonably suspected or determined by TrademarkNow that you have failed to comply with provisions of this Agreement or applicable Subscription Agreement. Customer shall be fully liable for the actions and omission of its Users.

4. Intellectual Property

The Services contain copyrighted material, trademarks and other proprietary information of TrademarkNow and its licensors (including third party information providers) that has been created, developed and maintained at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparably harm TrademarkNow and its licensors. Without limiting the scope of the intellectual property rights of TrademarkNow and its licensors, you acknowledge that TrademarkNow and/or its parent or licensors own intellectual property rights in: (i) the Services; (ii) the Content contained within the Services (including but not limited to the selection, coordination, and arrangement of the Services); and (iii) the trademarks, excluding Customer Data, used in connection with the Services. Content available through the Services are exclusively for your personal and internal professional use only and may not be modified, reverse engineered, redistributed, sold, publicly displayed, licensed, rented, or otherwise provided to a third party or commercially exploited except as expressly provided in this Agreement. We do not grant you any license, express or implied, to the intellectual property of TrademarkNow except for the limited license to use the Service as expressly set forth in this Agreement or applicable Subscription Agreement. We grant you a limited license to redistribute one (1) copy of Content available via

the Services to each of your co-workers and professional clients. Nothing in this Agreement gives you the right to use any of TrademarkNow's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services, and shall reproduce such notices on all authorized copies of the Content you obtain from the Services. If the Services are being acquired or used by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the Services and accompanying documentation shall be only those set forth in this Agreement. You agree that you will not commit or permit any act or omission by your agents, employees, or any third party that would impair the intellectual property rights of TrademarkNow and its parent or licensors in the Services or Content.

5. Third Party Content

TrademarkNow re-distributes (but does not publish) certain Content supplied by third parties and has no editorial control over such Content. Any opinions, advice, statements, services, offers, or other information or Content expressed or made available by third parties, including those made in publications made available to you by our Services, are those of the respective author(s) or publisher(s) and not of TrademarkNow. Our third-party content providers may restrict access to their Content and data for specified user(s) and, accordingly, TrademarkNow reserves the right to restrict access to the affected Content as required by the third-party content provider. The use of third-party trademarks or other intellectual property as contained in the Services is for information purposes only and TrademarkNow claims no rights to such intellectual property and grants no license thereto.

6. Purchase And Payment Terms

6.1. Purchase Through Website. Some of our Services are offered for sale through the Website. In the event you wish to purchase any of these Services, you will be asked by TrademarkNow or an authorized third party on TrademarkNow's behalf to supply certain information to us such as your full name, address and/or other billing information. You agree to provide us or such third party with accurate, complete and current information at all times, and to comply with the terms and conditions of any ancillary agreement that you may enter into which governs your purchase of Services.

6.2. Purchase by Subscription Access to Services may also be procured by entering into a Subscription Agreement or other written agreement by you and TrademarkNow. In the event the terms of the Subscription Agreement conflict with this Agreement, the terms of the Subscription Agreement shall prevail.

6.3. We attempt to be as accurate as possible in describing Services (including pricing) offered for purchase; however, we do not warrant that all such descriptions are complete, current or error-free. The choice of services is within the discretion and determination of the user. TrademarkNow strives to continually improve the Services and accordingly,



may make improvements, changes, modifications and updates to the features, presentation, format and information of the Content available via the Services.

6.4. Payment Terms. Invoices may be processed for TrademarkNow Oy by and through Corsearch, Inc. Unless otherwise agreed by you and TrademarkNow in writing, all payments are due and payable upon receipt of our invoice. Your right to use any Services is conditional on our receipt of the appropriate payment for such Services. If such payment cannot be charged to your account or if a charge is refunded for any reason, including chargeback, you agree that we reserve the right to cancel your order and/or suspend or terminate your access to the affected Service. In addition, if you have failed to make any payment in accordance with this Agreement or Subscription Agreement, TrademarkNow reserves the right to suspend your access to the Services until the payment is made. If your failure to make the payment continues more than thirty (30) days from the payment due date, TrademarkNow may terminate the Agreement or Subscription Agreement with immediate effect without incurring any liability thereof or being obliged to make a refund for any part of the Services.

6.5. Taxes. Customer shall be responsible for payment for all applicable taxes. Under no circumstances is Customer entitled to withhold or deduct any taxes from its payments to TrademarkNow.

6.6bis. Free Services

6bis. 1 Any and all Free Services are provided free of charge, for a limited time only as determined by TrademarkNow and subject to the terms of this Agreement. The scope, content, features and duration of such Free Services is in Trademark's sole discretion and you expressly agree that TrademarkNow may suspend, limit or terminate your access to the Free Services for any reason at any time without prior notice and without incurring any liability.

6bis. 2 If you register for a guest account of the Free Services, we will make the Free Services available to you on a trial basis free of charge until the earlier of: (a) the end of the free trial period (if not earlier terminated) or (b) the start date of your paid subscription. If we include additional terms and conditions on the guest account registration webpage or on account invitation email, those terms will apply and shall take precedence over the terms of this Agreement. Unless you purchase a subscription to the Service before the end of the Free Services, we may permanently delete all of your Customer Data and we will not recover it.

7. Links

TrademarkNow and/or third parties may provide links to other websites of possible interest to you. Because we have no control over such websites, you acknowledge and agree that we are not responsible for the availability of such websites and do not endorse and are not responsible or liable for any content, advertising, services, software, products, or other materials on or available from such websites. You also acknowledge and agree that TrademarkNow shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, software, products, or other materials on or available from

such websites. All such websites shall be subject to the policies and procedures of the owner of such websites.

8. Disclaimer for Trademark Searches and Prosecution

8.1. The Services are meant to be used by legal professionals. If you are not a legal professional, we encourage you to engage a legal counsel to interpret and investigate the search results and other information provided to you by us in connection with the Service. You understand and agree that the results of searches conducted by TrademarkNow do not constitute a legal opinion or advice of any kind or nature as to any aspect of the trademark. If you desire a legal opinion or advice as to the registrability of any trademark or the validity or enforceability of any trademark, you are invited to obtain legal counsel for this purpose. TrademarkNow's trademark searches are based solely on public information made available e.g. by the United States Patent and Trademark Office ("USPTO"), European Union Intellectual Property Office ("EUIPO") and by certain proprietary database providers, and others, up to and including the date of the trademark search and assume the proper recordation and indexing of all such information. Relevant trademark information filed with the trademark granting authorities but not yet made available for public scrutiny, or information which has not been properly recorded or indexed, or information which is missing or misinterpreted for any reason whatsoever (including but not limited to data missing or misinterpreted due to any technical or human error) may not be taken into account for purposes of the trademark searches and TrademarkNow assumes no responsibility for discovering or disclosing of such information as part of any trademark search or for accuracy or correctness of any information.

8.2. You agree that TrademarkNow has no liability of any kind or nature for failing to provide you with any information, including but not limited to: (i) information submitted to the USPTO, EUIPO and/or any other trademark granting authority, but not yet available to the public, (ii) information submitted to the USPTO, EUIPO, and/or any trademark granting authority not properly indexed or recorded, or (iii) trademark information disclosed by the USPTO, EUIPO and/or any trademark granting authority after the date stated on the trademark search.

8.3. Any assessments made by our system relating to the prior rights cited in a Trademark Search Report are based upon the system's interpretation of the information you provided in your disclosure to us. Our system does not practice law; therefore, you are encouraged to engage legal counsel to assess the documents we provide to you.

8.4. The Services may include the option to submit request for legal services from an independent legal professional. You understand and agree that, if requested by you, TrademarkNow may assign on your behalf your request for legal services to an independent legal professional or agent ("Independent Legal Professional") to perform trademark search and prosecution, (e.g. opposition, filing and renewal) services. TrademarkNow will require such Independent Legal Professional to sign a confidentiality agreement which will, among other things, prohibit the unauthorized use or disclosure of confidential information and trade secrets. TrademarkNow, and its officers and directors, shall not be liable for any unauthorized use or disclosure of



confidential information and trade secrets by Independent Legal Professional, and you hereby waive any such claim, demand, or cause of action against TrademarkNow, its officers and directors. In addition, you understand and acknowledge that TrademarkNow's role is only to refer your request for legal services to the Independent Legal Professional, and that any legal opinion, advisory or service obtained by you is given by Independent Legal Professional and in no event by TrademarkNow. TrademarkNow takes no responsibility for correctness, accuracy or quality of any legal advice, service or opinions obtained by you from any Independent Legal Professional. All terms and conditions, including but not limited to fees and costs related to legal services requested by you are further to be agreed between you and the Independent Legal Professional. Any dispute arising in connection with provision of the legal services by Independent Legal Professional, are matters to be settled between you and Independent Legal Professional.

9. GENERAL DISCLAIMER OF WARRANTIES

9.1. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER TRADEMARKNOW NOR ITS THIRD PARTY INFORMATION PROVIDERS MAKE ANY REPRESENTATION OR WARRANTY (i) AS TO THE ACCURACY, CORRECTNESS, TIMELINESS, COMPLETENESS OR USEFULNESS OF THE SERVICES OR ANY CONTENT APPEARING IN THE SERVICES AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE SERVICES OR ANY CONTENT APPEARING IN THE SERVICES, OR (ii) GENERALLY FOR THE ACCURACY, RELIABILITY, OR QUALITY OF THE SERVICES OR ANY CONTENT APPEARING IN THE SERVICES. NEITHER TRADEMARKNOW NOR ITS PARENT ARE NOT RESPONSIBLE FOR ANY FAILURES, DELAYS OR INTERRUPTIONS OF THE SERVICES. THE SERVICES ARE PROVIDED TO YOU "AS IS" AND TRADEMARKNOW MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO YOU, EITHER EXPRESS OR IMPLIED. SPECIFICALLY, TRADEMARKNOW (FOR ITSELF AND ITS THIRD-PARTY INFORMATION PROVIDERS) DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

9.2. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL TRADEMARKNOW OR ITS PARENT OR THIRD PARTY INFORMATION PROVIDERS BE LIABLE, IN WHOLE OR IN PART, FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON THE SERVICES OR CAUSED BY YOUR CONDUCT OR FOR ANY LOSS OR INJURY CAUSED BY NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPLYING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION AND THE TRADEMARKNOW CONTENT OBTAINED THROUGH THE SERVICES. TRADEMARKNOW DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES, AND THE OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL TRADEMARKNOW (OR ITS PARENT OR THIRD PARTY INFORMATION PROVIDERS) BE LIABLE FOR ANY LOSSES, EXPENSES, COSTS, OR INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS OR BUSINESS, OR ANTICIPATED LOST PROFITS OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRADEMARKNOW'S OR ITS AFFILIATES' (OR THEIR THIRD PARTY INFORMATION PROVIDERS') AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT IS LIMITED TO USD 1,000 OR THE AMOUNT OF THE FEE PAID BY YOU FOR A PARTICULAR ORDER (WHICHEVER IS LESS).

10.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN SECTIONS 9 OR 10 HEREOF MAY NOT APPLY TO YOU.

10.3. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY ARISING UNDER SECTIONS 4, 11, 12 OR 15 OF THIS AGREEMENT.

11. Indemnification

You agree to indemnify, defend and hold TrademarkNow, its parent, officers, directors, affiliates and third party information providers harmless from any claim, expense or demand, including without limitation reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement or Subscription Agreement, or your violation of any law or the rights of a third party.

12. Restrictions on Use of the Services

You may not alter, resell, redistribute (except for the limited license to redistribute set forth in Section 4) or sublicense the Services or the Content or provide it as a service provider or bureau. You agree not to reverse engineer the Services or their software or other technology. You will not use or access the Services to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Services, (iii) make derivative works based upon the Service or the Content, (iv) copy any features, functions or graphics of the Services or the Content, (v) download, or print more than ten percent (10%) in whole or in part of the details of the Content as made available in that calendar year, (vi) advance purposes other than trademark risk analysis. You will not "frame" or "mirror" the Services. Use, resale or exploitation of the Services and/or the Content except as expressly permitted in this Agreement is prohibited.

13. Additional Warranties

Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct.



14. Customer Data and Privacy

14.1. TrademarkNow is committed to safeguarding your privacy. The terms regulating the handling of Personal Data in connection with the Services is described in our Privacy Policy, which can be accessed [here](#).

14.2. All Customer Data submitted by Customer to TrademarkNow, whether posted by Customer or by Users, will remain the sole property and confidential information of Customer or such Users to the full extent provided by law.

14.3. Subject to the terms and conditions of this Agreement, Customer grants to TrademarkNow a non-exclusive limited license to use, copy, store, transmit and display Customer Data solely to the extent reasonably necessary to provide and maintain the Service for the Customer.

14.4. TrademarkNow may aggregate anonymous statistical data regarding use and functioning of its system by its various Users. Such aggregated statistical data will be the sole property of TrademarkNow.

14.5. TrademarkNow will use industry standard security measures to protect Customer Data and Personal Data against unauthorized disclosure or use.

15. Confidentiality

15.1. Neither Party will use the other Party's Confidential Information except as reasonably required for the performance of this Agreement. Each Party will hold in confidence the other Party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each Party agrees not to disclose the other Party's Confidential Information to anyone other than its employees, agents, advisors, contractors or subcontractors who are bound by confidentiality obligations, and who need to know the same to perform such Party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of this Agreement.

15.2. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, Receiving Party will, upon the request of the Disclosing Party, either: (i) return all of such Confidential Information of the Disclosing Party and all copies thereof in the Receiving Party's possession or control to the Disclosing Party; or (ii) destroy all Confidential Information and all copies thereof in the Receiving Party's possession or control. The Receiving Party will then, at the request of the Disclosing Party, certify in writing that no copies have been retained by the Receiving Party. Notwithstanding anything to the contrary, each Party is entitled to retain copies of the Confidential Information to the extent necessary for the purposes of complying with applicable laws.

15.3. In the event Receiving Party is requested or required by a subpoena or other court order issued by a court or regulatory agency of competent jurisdiction to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party. If Receiving Party is legally required to disclose Disclosing Party's Confidential Information, Receiving Party shall be permitted to disclose the Confidential Information pursuant to the order without violating this Agreement, provided that Receiving Party

limits the disclosure to only the Confidential Information specifically required to be disclosed and notifies Disclosing Party in advance of the Confidential Information, which will be disclosed. Any such disclosure by Receiving Party of the Disclosing Party's Confidential Information will not in any way be deemed to change, affect or diminish the confidential and proprietary status of such Confidential Information.

16. Term and Termination

16.1. The Term commences immediately upon the electronic approval of this Agreement by the Customer using the Website. TrademarkNow may, terminate this Agreement if Customer materially breaches this Agreement and such breach cannot be remedied or has not been remedied within ten (10) Business Days from TrademarkNow's notice of such breach. Customer may terminate this Agreement, if TrademarkNow materially breaches this Agreement and such breach has not been remedied within thirty (30) Business Days from TrademarkNow's notice of such breach.

16.2. The Subscription Agreement period is specified in the Subscription Agreement. The Subscription Agreement shall automatically expire after the agreed agreement period unless the Parties agree to renew the Subscription Agreement by a separate agreement.

16.3. If TrademarkNow discontinues any part of the Services (without making an equivalent Service available), TrademarkNow will give the Customer at least sixty (60) days' prior written notification.

16.4. In the event that this Agreement is terminated (for any reason), TrademarkNow will, within ten (10) Business Days of a Customer's request, make available one backup of the Customer Data in TrademarkNow's standard format. Customer agrees and acknowledges that TrademarkNow has no obligation to retain and may delete Customer Data that remains in TrademarkNow's possession or control within ninety (90) days after termination. TrademarkNow has the right to keep records and data necessary to comply with its data retention policies in line with applicable laws.

16.5. The following provisions will survive termination: Customer's accrued financial obligations, the license to Customer Data to the extent reasonable for TrademarkNow's discharge of its post-termination obligations, and the following Sections and paragraphs under this Agreement: Section 2 (Definitions), Section 4 (Intellectual Property), 8, 9 and 10 (Disclaimers and Limitations), 11 (Indemnification), Section 12 (Restrictions on Use of the Service), Section 14 (Customer Data and Privacy), Section 15 (Confidentiality), Section 16.3 (Return of Customer Data), Section 16.4 (Survival of Provisions), Section 17 (Notice), Section 19 (Arbitration and Governing Law) as well as 20 (General).

17. Notices

TrademarkNow may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by courier or 12 hours after sending (if sent by email), or, if earlier, when received. Customer may give notice to TrademarkNow by email to TMContracts@



corsearch.com and Chief Legal Officer, Corsearch companies via Diane.Fiddle@corsearch.com A Party may, by giving notice, change its applicable address, email, or other contact information.

18. Assignment

This Agreement may not be assigned by Customer without the prior written approval of TrademarkNow but may be assigned by TrademarkNow to: (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of TrademarkNow's or its parents assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

19. Arbitration and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Finland, without regard to the principles of conflicts of law of any jurisdiction. Both parties shall use their reasonable efforts to settle by amicable negotiations any disputes which may occur between them arising out of or relating to this Agreement; the existence, validity, termination, interpretation of any term hereof; and disputes regarding your use of the Services. If the parties fail to reach an amicable settlement within thirty (30) days of the initiation of such amicable negotiations, either party may refer such dispute to binding arbitration. The arbitration will be held in accordance with the Arbitration Rules of Finland Chamber of Commerce in effect at the time of the arbitration (the "Arbitration Rules"); Finland Chamber of Commerce shall be the appointing authority and responsible for administering any arbitration hereunder in accordance with the Arbitration Rules. The place of arbitration shall be in Helsinki, Finland and the proceedings shall be carried out in English. The arbitration shall be conducted by a single arbitrator who shall be a professional, legal or otherwise, but shall not be, or have previously been associated with either party (the "Arbitrator"). The arbitral award shall be final, binding and non-appealable. The Arbitrator's award must be reasoned and issued in writing within thirty (30) days of the hearing, unless otherwise agreed to by TrademarkNow and you. Notwithstanding the foregoing, in recognition of the irreparable harm that a breach by you of the intellectual property rights of TrademarkNow or its licensors would cause, TrademarkNow may seek an injunction against such violation or breach in a court of competent jurisdiction.

20. General

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement, along with any other terms and conditions regulating use of the Services, sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The provisions of this Agreement and any ancillary terms and conditions will survive termination or expiration to the extent necessary to carry out the intentions of the parties. To the extent our third-party information providers are expressly stated in this Agreement, they are a third-party beneficiary to this Agreement.

