

EXHIBIT A

Terms and Conditions

These Terms and Conditions (the “**Terms**”) govern the use of the Services and are effective as of the date specified in the applicable Order Form, or if no date is specified, the date Customer first accesses the Services (as defined below) (the “**Effective Date**”). These Terms are incorporated into and form part of the Master Services Agreement (collectively, the “**Agreement**”) when referenced by or attached to a mutually executed order form or online registration page (each, an “**Order Form**”), between Palatial Platforms Inc., a Delaware corporation (“**Palatial**”) and the customer entering the applicable Order Form (“**Customer**”).

By agreeing to these Terms, you represent and warrant that you are at least 18 years of age and have not previously been suspended or removed from the Services. If Customer is an entity, organization, or company, the individual accepting these Terms represents and warrants that they have full corporate power and authority to bind Customer to this Agreement.

1. Definitions

- 1.1 “**Assets**” means the 3D models, meshes, textures, scenes, and other assets and outputs generated by or through the Services or otherwise provided by Palatial to Customer.
- 1.2 “**Customer Assets**” means those Assets that (a) are generated solely from Customer Data, rather than from Palatial’s own models, libraries, or general capabilities, and (b) depict equipment, machinery, sites, or configurations that are proprietary and specific to Customer such that they have no general applicability to any third party.
- 1.3 “**Customer Data**” means all data, designs, content, and other materials that Customer submits or otherwise makes available to Palatial, through the Services or otherwise, in any form or medium, including text prompts, reference images, engineering and CAD models, point cloud scans, photographs, video, sensor and operational logs, annotations, and data sheets, and excluding the Assets and the Service Data.
- 1.4 “**Documentation**” means the user guides, manuals, instructions, and other technical materials that Palatial makes available for certain Services via published documentation, including at docs.palatial.cloud.
- 1.5 “**Palatial Assets**” means all Assets that are not Customer Assets, including generic or commonly occurring objects, such as road cones and signs, regardless of the source material from which they were generated.
- 1.6 “**Palatial Technology**” means the Services, the asset generation pipeline, the underlying software and models, the Documentation, and all upgrades, modifications, generalized learnings, and platform improvements made to or derived from any of them, including those made in the course of performing the Services for Customer.
- 1.7 “**Service Data**” means the usage, performance, and telemetry data generated in connection with Customer’s use of the Services.

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1.8 “**Services**” means the products and services specified in an applicable Order Form.

2. The Services

2.1 Access. Subject to Customer’s compliance with this Agreement, Palatial grants Customer a limited, nonexclusive, nontransferable, and non-sublicensable right to access and use the Services. Except as otherwise provided in this Agreement, the Services may only be used for Customer’s internal business purposes during the Term and in accordance with any restrictions set forth in the applicable Order Form. Customer must use the Services in accordance with the Documentation, as it may be updated from time to time.

2.2 Support. Palatial will provide Customer with commercially reasonable technical support, responding to inquiries within a reasonable timeframe consistent with Palatial’s standard support practices and procedures, or as further specified in the applicable Order Form. Customer may contact Palatial for support through the channels provided by Palatial. Palatial may temporarily suspend or limit Customer’s access to the Services for scheduled maintenance, emergency maintenance, or to address security, performance, or compliance issues.

2.3 API Access. Palatial may make application programming interfaces and related credentials (collectively, the “**API**”) available so that Customer can access the Services programmatically. Customer’s use of the API is metered on the same basis as other use of the Services and is subject to the rate limits, file-size limits, and other technical requirements set forth in the Documentation, which Palatial may update from time to time. API credentials are issued for Customer’s internal use, and Customer will keep them confidential and will not make the API publicly available or share, resell, or sublicense access to the API or credentials. Customer may integrate the API into Customer’s own products, tools, and offerings, provided that Customer will not use the API to build, operate, or offer a product or service that is a substitute for the Services. Palatial may throttle, suspend, or limit API access to protect the Services or address excessive, automated, or abusive usage.

2.4 Plugins. Certain features of the Services require Customer to download and use a Palatial-provided plugin or software component, which Palatial licenses to Customer for use with the Services during the Term and subject to any additional license terms provided with it. Upon expiration or termination of this Agreement, features that depend on the plugin or on Customer’s continued access to the Services will cease to function. Customer’s license to use Assets it has downloaded is unaffected.

2.5 Third-Party Services. The Services rely on third-party models, service providers, and infrastructure, and Palatial may add, remove, or substitute any such third party at any time without notice to Customer. Palatial does not warrant the continued availability of, and makes no representation regarding, any particular underlying model, provider, or technology.

2.6 Implementation Services. Palatial may, in its sole discretion, review Assets generated through the Services and have its technical personnel adjust or regenerate them, but Palatial does not undertake to review any particular Asset, and any such review does not constitute an acceptance, approval, or warranty of any Asset. If offered and purchased as

an add-on, Palatial will provide asset support services to assist Customer with specific Assets as described in the applicable Order Form. Palatial will use commercially reasonable efforts to fulfill supported requests, except that Palatial is not obligated to satisfy a request that exceeds the current capabilities of the Services or that would require novel research and development to complete.

3. Customer Obligations

- 3.1 **Restrictions.** Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the software underlying the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services (which does not restrict Customer's use of the Assets as permitted under this Agreement); (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) except as otherwise permitted in this Agreement, use the Services for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion of the Services; (vi) use the Services to build an application or product that is competitive with any Palatial product or service; (vii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (viii) bypass any measures Palatial may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); or (ix) "crawl," "scrape," or "spider" any page, data, or portion of or relating to the Services, whether through use of manual or automated means.
- 3.2 **Third-Party Rights; Removal.** Customer is solely responsible for ensuring that its use of the Services does not infringe upon the intellectual property or privacy rights of any third party. Palatial may remove or disable access to Customer Data or Assets that Palatial reasonably believes violate this Agreement or applicable law.
- 3.3 **Cooperation.** Customer shall reasonably cooperate with Palatial by providing timely access to the resources, information, and personnel reasonably required for the implementation, integration, and ongoing use of the Services. Palatial shall not be responsible for any delay resulting from Customer's failure to cooperate as described in this section.
- 3.4 **Account Security.** Customer is solely responsible for its organization maintaining secure credentials and proper access permissions for the Services. Palatial disclaims liability for any loss of, corruption of, or unauthorized access to Customer Data resulting from Customer's configuration or credential management.
- 3.5 **Compliance with Laws.** Customer shall comply with all applicable laws and regulations in connection with its use of the Services, including, without limitation, obtaining all necessary consents from any individual whose personal information or data is collected, processed, or otherwise used by Customer through the Services.
- 3.6 **Export Controls.** Each party shall comply with all applicable export control and trade sanctions laws and regulations in connection with its performance under this

Agreement. Customer represents that it will not use the Services in violation of any applicable export restriction or embargo.

4. Fees and Payment

- 4.1 **Fees.** Customer shall pay Palatial the applicable fees as set forth in each Order Form (the “**Fees**”). Unless otherwise specified in the applicable Order Form, payments will be due within thirty (30) days of invoice. Except as otherwise provided in this Agreement, all Fees paid are non-refundable and are not subject to set-off.
- 4.2 **Usage Fees.** Use of the Services is metered in units of consumption (“**Tokens**”), and Customer’s plan, Token allotment, pricing, and consumption rates are set forth in the applicable Order Form or Palatial’s then-current online pricing schedule. A Token is consumed each time Customer initiates a generation (including any regeneration or repeated generation of the same or similar output) or downloads an Asset through the Services, as applicable to Customer’s plan, and the number consumed may vary with the type, complexity, and settings of the operation. Palatial’s usage records, as logged in Palatial’s systems, are the definitive measure of Tokens consumed and Fees due, and Tokens are not refundable or creditable except as expressly provided in this Agreement, provided that if a generation fails for technical reasons attributable to the Services, Palatial will refund or credit the Tokens consumed by that failed generation.
- 4.3 **Fee Updates.** On at least thirty (30) days’ prior notice (email acceptable), Palatial may increase the Fees for any Renewal Term, effective at the end of the then-current Order Term, and may prospectively change its then-current pricing for consumption-based, pay-as-you-go and month-to-month plans, including the price per Token, in which case the revised pricing applies to usage on and after the effective date of the change. Pricing fixed for a committed term in an Order Form, and any Tokens or Fees Customer has already prepaid, are unaffected for the remainder of the then-current Order Term.
- 4.4 **Taxes.** Customer shall be responsible for all taxes associated with the Services (excluding taxes based on Palatial’s net income). Should Palatial pay any such taxes on behalf of Customer, Customer agrees to reimburse Palatial for such payments, unless Customer provides Palatial with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 4.5 **Past Due Invoices.** Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall also reimburse Palatial for all reasonable costs incurred by Palatial in the collection of past due amounts, including attorneys’ fees and collection agency fees.

5. Customer Data and Privacy

- 5.1 **Ownership of Customer Data.** As between the parties, Customer retains all right, title, and interest in and to its Customer Data, and Customer Data is Customer’s Proprietary Information. Customer grants Palatial a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, and display Customer Data solely as necessary to provide the Services and to generate Assets for Customer. Customer represents and warrants that it owns or has all rights, licenses, and permissions necessary to make its Customer

Data available to Palatial and to authorize Palatial's processing of the Customer Data and generation of Assets, and that its Customer Data and its use of the resulting Assets will not infringe, misappropriate, or violate the intellectual property, privacy, or other rights of any third party. Palatial obtains no rights in Customer Data other than those expressly granted in this Agreement.

- 5.2 Use of Customer Data. Except as otherwise permitted in this Agreement, Palatial will use Customer Data solely to provide the Services, comply with applicable law, enforce this Agreement, and prevent abuse. Palatial will not train models for any third party using Customer Data or Customer Assets, and will not use Customer Data or Customer Assets as an input, reference, or conditioning signal to generate Assets for any other customer. These restrictions survive expiration or termination of this Agreement. They do not limit Palatial's ownership of, or rights to use, Palatial Assets.
- 5.3 Data Handling and Security. Palatial will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access, use, or disclosure, including role-based access controls limiting access to personnel who require it to provide the Services. Where the applicable Order Form so specifies, Customer Data and Customer Assets will be stored on systems located in the United States, and Palatial personnel outside the United States will not access Customer Data or Customer Assets without Customer's prior written approval.
- 5.4 Personal Data. To the extent Customer provides personal data (as defined by applicable privacy law) through the Services, Palatial will process such personal data in accordance with its then-current form of [Data Processing Agreement](#), which is available upon request and incorporated by reference.

6. Intellectual Property

- 6.1 Ownership of Palatial Technology. As between the parties, Palatial retains all rights, title, and interest (including all intellectual property rights) in and to the Palatial Technology and the Service Data. Each party retains all rights, title, and interest in and to its pre-existing intellectual property. Customer may (but is not obligated to) provide feedback regarding the Services, and Palatial may freely use such feedback. No rights or licenses are granted by implication or otherwise, except those explicitly provided in this Agreement.
- 6.2 Platform Improvements. Palatial may use Assets and Service Data to operate, secure, analyze, and improve the Services and to develop generalized learnings, capabilities, and features. Improvements to the Services and to Palatial's generally available models may draw on generalized learnings from work performed for Customer, but will not incorporate, reproduce, or reveal Customer Data or Customer Assets, or any recognizable reproduction or derivative of either, and Palatial will not use Customer Data, Customer Assets, or Customer's Proprietary Information to train models or develop capabilities that are made available to other customers. Where the applicable Order Form so specifies, Palatial will not use Customer Assets to train its models and will use them solely to provide the Services to Customer.

- 6.3 Ownership of Assets. As between the parties, Palatial owns all right, title, and interest (including all intellectual property rights) in and to the Assets, including the Customer Assets. Customer Assets are protected by the restrictions on Palatial's use of Customer Data and Customer Assets set forth in this Agreement, and Palatial remains free to use, license, reproduce, and make Palatial Assets available to third parties for any purpose. The composition of a scene, environment, or scenario assembled from Assets is always a Palatial Asset, and where such a composition contains Customer Assets, those Customer Assets retain their treatment under this Agreement.
- 6.4 Asset License. Subject to Customer's compliance with this Agreement and payment of all amounts due under this Agreement, Palatial grants Customer a worldwide, royalty-free, perpetual, nonexclusive license to use, reproduce, modify, display, and create derivative works of the Assets made available to Customer for Customer's internal business purposes and marketing and promotional activities, and to incorporate the Assets into Customer's own products, tools, and offerings made available to Customer's end users. Customer may not resell or otherwise distribute the Assets on a standalone basis, including as or within a library, catalog, or collection of assets, or by extracting Assets to resell them. The license survives termination of this Agreement as to Assets Customer has generated and downloaded, without need for continued access to or subscription for the Services.

7. Confidentiality

- 7.1 Proprietary Information. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose information relating to the Disclosing Party's technology or business ("**Proprietary Information**" of the Disclosing Party). The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information; (ii) to give access to such Proprietary Information solely to those employees with a need to have access for purposes of this Agreement; and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information.
- 7.2 Exclusions from Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party; (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. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.
- 7.3 Return and Deletion of Proprietary Information. Promptly after the expiration or termination of this Agreement, the Receiving Party shall delete all Proprietary Information of the Disclosing Party, subject to all applicable laws, regulations, and

governmental or legally mandated record-keeping requirements; provided that Palatial may retain and continue to use the Assets, Service Data, and Palatial Technology that it is entitled to retain or use under this Agreement.

8. Warranties and Disclaimers

- 8.1 Warranties. Palatial represents and warrants: (i) it has the authority to enter into this Agreement; (ii) the Services shall be provided in a professional and workmanlike manner by qualified personnel; and (iii) it will use commercially reasonable industry standard methods designed to ensure the Services do not include any computer code or other instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component of such systems.
- 8.2 General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
- 8.3 Output Disclaimer. The Services use generative and machine-learning technologies, and Assets are produced by automated processes. Palatial does not warrant that any Asset will be accurate, complete, error-free, or fit for any particular simulation, engineering, or other purpose, that any Asset will be unique to Customer, or that the same or similar prompts, images, models, or other Customer Data will produce the same or similar Assets. Customer is responsible for reviewing and testing Assets before relying on them, and Customer’s use of any Asset is at Customer’s own risk.
- 8.4 Beta Features. Optional features designated as “Beta,” “Preview,” “Early Access,” or similar (“**Beta Features**”) are provided “AS-IS” and “AS-AVAILABLE” without warranties, representations, or service level commitments. Beta Features may be modified or discontinued without notice. Customer uses Beta Features at its sole risk.

9. Indemnification

- 9.1 Indemnity. Each party (the “**Indemnitor**”) shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the “**Indemnitee**”) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“**Losses**”) that arise from or relate to any claim described in this section. Where Palatial is the Indemnitor, this obligation applies to any claim that the Palatial Technology, excluding any Customer Data and any Assets, infringes, violates, or misappropriates any third-party intellectual property or proprietary right. Where Customer is the Indemnitor, this obligation applies to any claim arising from Customer’s

use of the Services and to any claim that Customer Data infringes or misappropriates any third-party right.

- 9.2 Exclusions from Palatial's Indemnity. Palatial's indemnification obligations shall not apply to any Losses arising from the Services or their underlying software, or from any information, technology, materials or data (or any portion or component of any of them), to the extent of any of the following: (i) it was not created by Palatial (including Customer Data); (ii) it was made in whole or in part in accordance with Customer's specifications; (iii) it was modified after delivery by Palatial; (iv) it was combined with other products, processes or materials not provided by Palatial; (v) Customer continued the allegedly infringing activity after Palatial notified Customer of the infringement; or (vi) Customer used the Services other than in accordance with this Agreement.
- 9.3 Procedures. Each Indemnitor's indemnification obligations under this Agreement are conditioned upon the Indemnitee providing the Indemnitor: (i) prompt written notice of any claim; (ii) the option to assume sole control over the defense and settlement of any claim; and (iii) reasonable information and assistance with such defense and settlement, at the Indemnitor's expense. Failure to provide the notice described in clause (i) will relieve the Indemnitor of its indemnity obligations only if the Indemnitor is materially prejudiced by that failure. Where the Indemnitor assumes control of the defense and settlement of a claim, the Indemnitee may participate at its own expense.

10. Limitation of Liability

- 10.1 Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT FOR: (I) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING); OR (II) ANY LIABILITY IN THE AGGREGATE IN EXCESS OF THE FEES PAID (OR PAYABLE) BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM.

11. Term and Termination

- 11.1 Term. This Agreement starts on the effective date of the first Order Form and continues until the last active Order Term expires or terminates (the "**Term**"), unless terminated earlier as set forth in this Agreement. Each Order Form has an initial period stated in that form (the "**Initial Term**") and automatically renews for successive twelve (12) month periods ("**Renewal Terms**," together with the Initial Term, the "**Order Term**"), unless either party gives notice of non-renewal at least thirty (30) days before the expiration of the then-current Order Term.
- 11.2 Termination for Breach; Suspension. Either party may terminate this Agreement for the other party's material breach that remains uncured thirty (30) days after the terminating party provides the breaching party notice of such breach. Without limiting the foregoing,

Palatial may suspend Customer's access to the Services if Customer's account is past due. Palatial may also suspend Customer's access to all or part of the Services, without liability, if Palatial reasonably determines that Customer has breached this Agreement or that Customer's use of the Services threatens the security or integrity of the Services, violates applicable law, or could expose Palatial or any third party to liability. Palatial will notify Customer of any such suspension (in advance where reasonably practicable) and will restore access promptly once the cause of the suspension is resolved.

- 11.3 Termination for Insolvency. Either party may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent or admits inability to pay its debts; (ii) makes an assignment for the benefit of creditors; (iii) becomes subject to any bankruptcy, reorganization, liquidation, or insolvency proceeding; or (iv) has a receiver, trustee, or similar officer appointed for its business or assets.
- 11.4 Survival. All provisions of this Agreement that by their nature should survive termination shall survive termination, including without limitation accrued payment obligations, ownership provisions, confidentiality obligations, warranty disclaimers, indemnity and limitations of liability.

12. Online Plans

- 12.1 Registration and Accounts. Customer shall provide accurate, current, and complete registration information and keep it up to date. Unless Palatial agrees otherwise in writing, each individual or entity may maintain only one account (which, for an entity, may include multiple user logins as its plan permits). Customer shall not (i) create or use multiple, successive, or replacement accounts, including to obtain additional free Tokens or credits or to evade a usage limit or suspension; or (ii) register an account through automated means or with a disposable email address. Providing false or misleading registration information, or otherwise breaching this section, is a material breach, and Palatial may immediately suspend or terminate any account involved and cancel any Tokens or credits obtained through it, without refund.
- 12.2 Renewal and Cancellation. Notwithstanding the Term section, Customer's plan renews automatically for successive billing periods of the length selected at checkout until Customer cancels through its account settings or by notice to Palatial, and cancellation takes effect at the end of the then-current billing period.
- 12.3 Payment. Customer authorizes Palatial and its payment processor to charge Customer's payment method on file for all Fees when due, including recurring Fees at the start of each billing period. Recurring Fees are not refunded for any partial billing period after cancellation.
- 12.4 Changes to These Terms. Palatial may update these Terms by posting a revised version. A material change takes effect thirty (30) days after Palatial notifies Customer of it by email or through the Services (or, for a paid plan, at the start of Customer's next billing period after that notice period), and any other change takes effect when posted. Customer's continued use of the Services after a change takes effect constitutes acceptance. No change applies to a dispute that arose before the change took effect.

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- 12.5 Inactive Accounts. Palatial may close any free account that has been inactive for ninety (90) days, and delete its Customer Data, after giving Customer fourteen (14) days' notice by email.

13. General Provisions

- 13.1 Governing Law; Arbitration; Attorneys' Fees. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. Any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in New York, New York under the rules of AAA. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement. If any dispute proceeds in court rather than in arbitration, each party waives its right to a jury trial. Each party may bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding, and the arbitrator may not consolidate the claims of more than one person or preside over any form of class or representative proceeding. Notwithstanding the foregoing, each party shall have the right at any time to institute an action in any court of proper jurisdiction for injunctive or other equitable relief. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.
- 13.2 Notices. All notices under this Agreement will be in writing. Notices to Palatial will be sent to 450 Bryant St. San Francisco, 94107. Notices to Customer will be sent to the address or email address set forth in the applicable Order Form. In each case, a party may instead give notice to such other address as the receiving party has given in writing to the other party in accordance with this Section. Notices will be deemed given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.
- 13.3 Entire Agreement; Order of Precedence. This Agreement (including the Terms and all Order Forms) constitutes the entire agreement between Customer and Palatial regarding its subject matter and supersedes all prior or contemporaneous agreements or communications, whether oral, written, or electronic. In the event of a conflict between an Order Form and the Terms, the conflicting provisions of the Terms shall prevail.
- 13.4 Amendment; Waiver. Except as otherwise provided in this Agreement, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.
- 13.5 Assignment. Customer may not assign any of its rights or obligations under this Agreement without Palatial's consent. Palatial may freely transfer or assign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective permitted successors and assigns.

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- 13.6 Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control. Such circumstances include fire, flood, severe weather, earthquakes, power failures, denial-of-service attacks, acts of God, war, terrorism, riots, civil disturbances, strikes, labor disruptions, pandemics, epidemics, governmental actions, or disruptions of third-party services or infrastructure.
- 13.7 No Agency. Nothing in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties. Neither party has the authority to bind the other or incur obligations on its behalf.
- 13.8 Publicity. Customer agrees that Palatial may use and display Customer's name and logo on Palatial's website and promotional materials to identify Customer as a user of the Services, subject to Customer's trademark guidelines.
- 13.9 Severability. If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full effect and enforceable.
- 13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

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