



TERMS OF AGREEMENT

FOR ENTERPRISE PLATFORM SERVICES

Effective as of JAN 5, 2026

These Terms of Agreement for Enterprise Platform Services (the «**TOA**») form part of the Software License Agreement (“SLA”, as Schedule A), Data License Agreement (“DLA”), and Data Protection Addendum for Enterprise Platform Services (“DPA”) and/or other agreements governing the use of the Licensor's enterprise platform services (collectively, the "Agreement") entered by and between you ("you", "your", "Customer", "Client", "Licensee"), and Nerturbo AG ("the Licensor", "provider", "Nerturbo").

This TOA sets out the terms that apply with regard to the Use of and Access to the Enterprise platform (as defined below and in SLA) by the Customer, in the course of providing the Licensed Software and Enterprise Platform services to Customer by the Licensor under the Agreement.

By accessing the graph.swiss website or Enterprise Platform, utilizing the Service (e.g., Graph.Swiss AI Chat, Enterprise Dashboard, API), or signing the SLA/DLA, you accept this TOA, you agree to be bound by this TOA and you represent and warrant that you have full authority to bind the Customer to this TOA.

A. ACCESS LIMITATION

The access granted herein is non-exclusive, non-transferable, and non-sublicensable, and is revocable by the Licensor at any point in time, at its sole discretion.

The Licensee agrees not to modify, copy, distribute, sublicense, or disclose any part of the Software, Source Code and Data to any third party without the prior written consent of the Licensor.

The Licensee agrees to implement reasonable security measures to safeguard the Software, Source Code and Data from unauthorized access or breaches.

The Licensee agrees to make Enterprise Platform available only to End Users who are their employees or contractors and who have a right to access the proprietary information of the Licensee.

The Licensee agrees to implement reasonable security measures as well as to keep track of all interface End Users.

B. TERMINATION OF ACCESS

Upon termination of the business relationship between Licensor and Licensee, for any reason, the Licensee must cease all use of the Frontend and Software, Source Code and Data and delete all copies, derivatives, and records of the Software, Source Code and Data within their possession or control. Licensee may keep the output built on their proprietary inputs.

The Licensor will revoke the Licensee's access to the Enterprise Platform containing the Software, Source Code and Data immediately upon termination of the relationship.

The Licensee agrees to provide written confirmation to the Licensor within thirty (30) business days of the termination date that all actions required under this clause have been completed.

C. SUPPORT SERVICES

The Licensor shall install the Licensed Software and the Licensee shall assist in the installation, provided that the Licensor is responsible for the installation of the Licensed Software.

The Licensed Software provides facilities enabling End Users to use the Enterprise Platform

Licensor's support personnel shall be available to Licensee during regular business hours, such availability to be inside the personal Slack/MS Teams channel.

Licensee shall be solely responsible for making available and providing End Users with first level support with respect to the use of the Licensed Software and Internal Data. Licensee's internal support desk shall be staffed with experienced personnel who are familiar with the Licensed Software.

E. SCHEDULED MAINTENANCE

Licensee acknowledges and agrees that Licensor, from time to time, may update, modify and/or upgrade the Licensed Software and/or any part thereof. In such case, the rendering of access to the Licensed Software or any part thereof may be suspended by Licensor, and Licensee shall have no claims and/or demands whatsoever with respect thereto.

Licensor shall conduct Scheduled Maintenance requiring Scheduled Downtime only during off-peak hours and upon providing Licensee with not less than 72 hours prior notice by email.

F. EMERGENCY MAINTENANCE

Licensor shall notify Licensee as soon as reasonably practicable of any Emergency Maintenance required to the Licensed Software, providing appropriate details in order to establish the extent to which the maintenance work will have an impact on the availability of the Enterprise Platform.

G. MODIFICATIONS OF THE LICENSED SOFTWARE

The Licensee has the right to propose Modifications to the Licensed Software or to accept modifications proposed by the Licensor.

Modifications will be performed by the Licensor, who will integrate these into the Dedicated Enterprise Platform.

H. AUDIT RIGHTS

The Licensor reserves the right to audit the Licensee's use of the Licensed Software to ensure compliance with the terms of this agreement. Such audits may be conducted with 5 working days prior notice and during regular business hours.

I. LEGAL COMPLIANCE

The Licensee agrees to comply with all applicable laws and regulations using the Licensed Software. This includes, but is not limited to, regulations pertaining to copyright, data protection, financial regulatory matters and intellectual property rights.

K. SERVICE OVERVIEW

The Licensor delivers an integration of Licensee SSO and related user seats, IAM and data management dashboard. On Licensee request, Licensor brings adjustments or sets up a standalone SSO for the Licensee as well as develops other custom features, dashboards and custom data feeds.

The Licensor delivers to Licensee the Data from Licensor proprietary data lake (curated selection of private and public companies, decision makers and other data), and AI-generated responses through API or interface access according to Schedule B of the Software License Agreement and/or specific Data License Agreement.

AI-generated responses are generated using [Openrouter](#) LLM provider API routing engine and [Amazon Bedrock](#) instance to be combined with proprietary data lake in a Graph based Retrieval Augmented Generation (GraphRAG) output.

The Proprietary Data Lake of the Licensor contains public/open data, Licensed Data of third party providers and proprietary AI extracted output.

The Licensee connects internal data via interfaces (API, data feed, cloud, CRMs etc.) or uploads documents. The Licensee prompts the AI interface receiving automated output. The Licensor never accesses the internal data and AI input/output of Licensee.

L. DATA OWNERSHIP AND PRIVACY

The Licensee at all times retains full ownership of all data submitted and any output generated or api requests made and respective data received.

Data/Inputs could be submitted by The Licensee via api and enterprise dashboard interface, as well us via direct ingestions from Licensee sources.

The Licensor does not claim rights, resell or share with third parties, or train any AI model on Licensee data.

Enterprise platform data inputs and outputs are processed (via API) temporarily and deleted immediately after delivery to the End User - implementing Zero-Data Retention (ZDR) principle on all stages.

The Licensee acknowledges and understands that data inputs that are used for AI features are shared with LLM API providers which have their own respective policies on data retention including ZDR. The Licensor is operating [Openrouter](#) and [Amazon Bedrock](#) to connect multiple LLM providers in a secure manner. Details on data processing and protection for each option can be found on [Openrouter | Data Processing](#) and [AWS Bedrock | Data Protection](#).

The Licensee can submit a preferred data processing and storage region for both the external LLM requests and Enterprise Platform operations and Licensor will apply the region restriction subject to availability of preferred region in each third party service in question.

All data in transit including internal data connectors/uploads, AI queries and Licensor Data Lake requests are protected using TLS encryption.

The exact implementation for a specific Enterprise Plan is outlined in Schedule B of the respective Software License Agreement.