

Katrum Services Terms of Use

1. General Terms.

1.1 Definitions. Your use of any available services on the Katrum Website in connection with the Katrum Services is governed by these default Terms of Use (the "**Terms**"), unless separate terms of use for the applicable Katrum Services are made available by the "Provider". "**Katrum Website**" means the online directory, catalog or marketplace of Katrum Services. The "**Katrum Wod-E**" means Katrum Web app hosting services that are ordered by you under a purchase in our website and made available online by, pursuant to the applicable master subscription agreement between you and our Company for the use of such services. "**Developer Documentation**" means the Company's technical integration specifications and other documentation for the Katrum Services and Katrum Wod-E.

1.2 Terms between You and Provider. You acknowledge for each Katrum Services, Katrum Wod-E you subscribe to, purchase, install or use, (a) these Terms constitute a separate binding agreement solely between you and the Provider of such Katrum, and (b) Any of our third party providers are not a party to these Terms. Your use of the Katrum Services requires your agreement to these Terms, and your subscription to, purchase, installation, or use of any Katrum Wod-E plans and/or Services constitutes your agreement to these Terms. If you do not agree to or do not have the authority to agree to these Terms, then you are not permitted to subscribe to, purchase, install or use the Katrum Wod-E plans and/or Services. Provider is solely responsible for Provider's Katrum Services. Katrum Wod-E, including, but not limited to, user support for such Katrum Services, the privacy and security of data processed by the Provider's Katrum Services and any claims that you or any other party may have relating to the Provider's Katrum Services or Katrum Wod-E , or your use thereof. If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms. You must not accept these Terms nor access the Katrum Wod-E and / or Katrum Services or use the Katrum Command Line Interface unless you have such authority.

1.3 Export Laws. Katrum Services, Katrum Wod-E and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list and will not permit any user to access or use any Katrum Services Elements in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

2. Your Katrum Wod-E Services Account.

2.1 You must provide and maintain accurate and complete registration information of your Katrum Wod-E account. You are responsible for the security of your passwords and for any use of your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Katrum immediately.

3. Service Policies and Privacy.

3.1 You agree that you will protect the privacy and legal rights of your users, including providing a legally adequate privacy notice and protection for users. If a user of your Application(s) (as defined below) provides you with any user name, password, or other login information or personal information, you must make the user aware that the information will be available to your Applications(s) on our Katrum Web Services.

4. Fees.

4.1 Fees for Use of the Katrum Wod-E and Katrum Services. You will pay all applicable fees for the Katrum Wod-E and Katrum Services. Fees and consumption of unexpired, valid credits are based on actual usage of the Katrum Services, according to every individual plan chosen by the user. You are required to maintain a valid credit card on your account at all times that you use Katrum Wod-E and Katrum Services.

4.2 Credit Card Customers. For credit card customers, fees will be invoiced monthly in arrears and concurrently charged to your credit card. Fees are due on the invoice date. You are responsible for providing and maintaining at all times complete, accurate and valid credit card, billing, payment and contact information and notifying Katrum of any changes to such information

4.3 Overdue Charges. If any amounts invoiced hereunder are not received by Katrum on the due date (i.e., the charge to your credit card is denied for any reason), then, without limiting Katrum's rights or remedies, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and (b) Katrum may suspend your access to the Katrum Wod-E and Katrum Services until such amounts are paid in full and a valid credit card is provided to Katrum system. Any outstanding balance becomes immediately due and payable upon suspension or termination of Katrum Wod-E and Katrum Services for any reason. You are responsible for paying all reasonable expenses and attorneys' fees that Katrum incurs collecting late amounts. To the fullest extent permitted by law, you waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights).

4.4 Taxes. Fees for the Katrum Wod-E and Katrum Services do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If Katrum has the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Katrum is solely responsible for taxes assessable against each of them based on each of their income, property and employees.

5. Katrum Content and Applications; Take Down Obligations.

5.1 Content. You are solely responsible for you and your users' use and submission of all information (including, without limitation, data files, applications, written text, computer software, music, audio files or other sounds, photographs, videos or other images) made available to or submitted by you or users by accessing a part of or through the use of Katrum. Katrum excludes the web application(s) that you develop using the Katrum Wod-E and any source code written by you to be used with the Katrum Wod-E Services. You agree that you are solely responsible for (and that Katrum have no responsibility to you or to any third party for) the Applications, or any Content that you or your users create, submit, transmit or display while using the Katrum Services and/or Katrum Wod-E and for the consequences of your actions (including any loss or damage which Katrum may suffer) by doing so. You agree that Katrum have no responsibility or liability for the security, backup, deletion or failure to store any data and other communications maintained or transmitted through use of the Katrum Wod-E and Katrum Services.

5.2 Removal of Data Content. Katrum reserves the right (but shall have no obligation) to remove any or all Data Content from Katrum Wod-E Cloud. You agree to immediately take down any Data Content that violates the Acceptable Use and External-Facing Services Policy or Developer Documentation, including pursuant to a take-down request from Katrum. In the event that you elect not to comply with a request from Katrum to take down such Data Content, Katrum reserves the right to directly take down such Data Content or to disable Katrum Wod-E and Katrum Services. If requested by Katrum, you shall confirm such deletion and discontinuance of use in writing, and Katrum shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if Provider is required by any third party rights holder to remove Data Content, or receives information that Data Content provided to you may violate applicable law or third-party rights, Katrum may discontinue your access to Data Content through the Katrum Wod-E and Katrum Services.

5.3 Suspension or Termination of User. In the event that you become aware of any violation of the Acceptable Use and External-Facing Services Policy or Developer Documentation by any user of Katrum Services, Katrum Wod-E or Applications, you shall immediately terminate such user's account and access to the Katrum User Dashboard, we reserve the right to disable the access to Katrum Wod-E, Katrum Services and/or Applications in response to a violation or suspected violation of the Acceptable Use and External-Facing Services Policy, Developer Documentation or these Terms.

6. Proprietary Rights.

6.1 Reservation of Rights. You acknowledge and agree that Provider (or Provider's licensors) own all legal right, title and interest in and to Katrum Wod-E and Katrum Services, including any intellectual property rights which subsist in Katrum, whether those rights happen to be registered or not, and wherever in the world those rights may exist. No rights are granted to you hereunder other than as expressly set forth herein.

6.2 Your Proprietary Rights. Except as otherwise provided in these Terms, Provider acknowledges and agrees that it does not obtain any right, title or interest from you (or your licensors) under these Terms in or to any Applications or Elements Content that you create, submit, post, transmit or display on, or through, the Katrum Services and/or Katrum Wod-E, including any intellectual property rights which subsist in that Data Content and the Applications (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have expressly agreed otherwise in writing with Provider, you agree that you are solely responsible for protecting and enforcing those rights and that Provider have no obligation to do so on your behalf.

7. License from Provider, Responsibilities and Restrictions.

7.1 Limited License from Provider. Subject to these Terms, Provider hereby grants you a limited, personal, worldwide, royalty-free, non-assignable, non-transferable and non-exclusive license to use the applicable Katrum Wod-E and Katrum Services as provided to you by Provider in the manner permitted by these Terms, the Documentation and the Developer Documentation.

7.2 Your Responsibilities. You will (a) be responsible for your and your users' use of Katrum Wod-E and Katrum Services, Data Content, Applications, and all activities occurring using your account(s), in compliance with these Terms, Specific Terms of Use (to the extent applicable, e.g., open source license terms), Acceptable Use and External Facing Services Policy, Documentation, Developer Documentation, and applicable laws and government regulations; and (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Applications, Katrum Wod-E, Katrum Services and Data Content, and to notify Provider promptly of any such unauthorized access or use. Any use of the Katrum Services or Data Content in breach of the foregoing by you or your users that threatens the security, integrity or availability of our Services (including without limitation, the Katrum Wod-E), may result in immediate suspension of your use of or access to Katrum Services (including without limitation, the Katrum Wod-E).

7.3 Usage Restrictions. You will not (a) make the Applications, Katrum Services and/or Katrum Wod-E available to anyone other than you and your users, or use , Katrum Services and/or Katrum Wod-E for the benefit of anyone other than you or your Affiliates, unless expressly stated otherwise in the Documentation or Developer Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Applications, Katrum Services or Katrum Wod-E, or include , Katrum Services or Katrum Wod-E in a service bureau or outsourcing offering, (c) use the Katrum Services or Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Katrum Services or Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Katrum Services, Katrum WODE or data contained therein, (f) attempt to gain unauthorized access to the, Katrum Services or Katrum Wod-E or their Katrum Services or Data Content in a way that circumvents a contractual usage limit, or use the Katrum Services or Data Content to access or use any of Provider's intellectual property except as permitted under these Terms, the Documentation or Developer Documentation, (h) modify, copy, or create derivative works based on the Katrum Services or any part, feature, function or user interface thereof, (i) modify, copy or create derivative works based on Data Content except as permitted herein or in the Documentation or Developer Documentation, (j) frame or mirror any part of Katrum Wod-E or Katrum Services, and (k) except to the extent permitted by applicable law, disassemble, reverse

engineer, or decompile any , Katrum Services or Katrum Wod-E, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Katrum Wod-E and Katrum Services (3) copy any ideas, features, functions or graphics of the Katrum Services or Katrum Wod-E, or (4) determine whether the Katrum Services are within the scope of any patent.

7.4 Specific Terms of Use. Open source software licenses for the Katrum Services, Katrum Wod-E or components thereof released under an open source license constitute Specific Terms of Use for such , Katrum Services, Katrum Wod-E and/or such components. To the limited extent that such open source software licenses conflict with or expressly supersede the Terms, such open source software licenses govern your use of such Katrum Services and/or components released under such open source software license.

8. Licenses from You.

8.1 License and Permission from You. By subscribing to, using or purchasing any Katrum Services or submitting, posting or displaying the Data Content on or through the Katrum Services, or Applications, or by creating or using any Application(s) in connection with the Katrum Services or Katrum Wod-E, you hereby grant to Provider a worldwide, royalty-free, sublicensable, transferable, and non-exclusive license to use, reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, host, and make available such Data Content and Applications as necessary to enable Provider to provide you and your users with use of or access to the Katrum Services and Applications. Provider may contact you and your users regarding Provider's service features and offerings.

8.2 Your Trademarks. You hereby grant to Provider a limited, non-exclusive, royalty-free, sublicensable, transferable, worldwide license to use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Web site listings (including links to your website) for the purpose of marketing, advertising or publicizing your use of the Katrum Services and/or Katrum Wod-E

8.3 Ideas. You may choose to or Provider may invite you to, submit comments or ideas about the , Katrum Services or Katrum Wod-E, including, without limitation, how to improve the Katrum Services or Katrum Wod-E or Provider's products or services ("**Ideas**"). You grant to Provider and their Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Provider or their respective Affiliates' services.

9. Confidential Information.

9.1 Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of

the information and the circumstances of disclosure. Your Confidential Information includes data you submit to Katrum Services and/or Katrum Wod-E; Confidential Information of Provider includes the Katrum Services and Katrum Wod-E's Data Content; and Confidential Information of each party includes these Terms as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Katrum Wod-E or Katrum products or services.

9.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of these Terms or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

9.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10. Warranty Disclaimer.

Except to the extent otherwise expressly set forth herein, provider makes no warranty of any kind, whether express, implied, statutory or otherwise, and specifically disclaim all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non infringement, to the maximum extent permitted by applicable law. The data content, Katrum services, Katrum Wod-E and Katrum products are provided "as is," and as available exclusive of any warranty whatsoever.

11. Mutual Indemnification.

11.1 Indemnification by You. You shall defend Provider against any claim, demand, suit or proceeding made or brought against Provider by any third party arising from or in any way related to (i) your breach of these Terms, (ii) your use of the Katrum Services or Katrum Wod-E, (iii) your violation of applicable laws, rules or regulations in connection with the Katrum Services or Katrum Wod-E, or (iv) your Data Content or your Applications ("**Claim Against Provider**"), and shall indemnify Provider for any damages, attorney fees and costs finally awarded against Provider as a result of, and for amounts paid by Provider under a court-approved settlement of, a Claim Against Provider; provided that Provider (a) promptly gives you written notice of the Claim Against Provider, (b) gives you sole control of the defense and settlement of the Claim Against Provider (provided that you may not settle or defend any Claim Against Provider unless it unconditionally releases Provider of all liability), and (c) provides to you all reasonable assistance, at your expense.

11.2 Indemnification by Provider. Provider shall defend you against any claim, demand, suit or proceeding made or brought against you by any third party alleging that the use of the Katrum Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against You**"), and shall indemnify you for any damages, attorney fees and costs finally awarded against you as a result of, and for amounts paid by you under a court-approved settlement of, a Claim Against You; provided that you (a) promptly give Provider written notice of the Claim Against You, (b) give Provider sole control of the defense and settlement of the Claim Against You (provided that Provider may not settle or defend any Claim Against You unless it unconditionally releases you of all liability), and (c) provide to Provider all reasonable assistance, at Provider's expense.

12. Limitation of Liability.

12.1 In no event shall the aggregate liability of Provider arising out of or related to these terms exceed the total amount paid by you hereunder for the applicable Katrum services or Katrum Wod-E Plans giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability

12.2 Provider shall not be liable to you for any indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

12.3 The limitations on liability in sections 12.1 and 12.2 above will apply to the maximum extent permitted by applicable law, whether or not you have been advised of or should have been aware of the possibility of any such losses arising.

13. Other Websites and Resources.

13.1 The Katrum Services, Katrum API or Katrum Wod-E may include hyperlinks to other websites or resources. Provider have no control over any websites, content or resources which are provided by any company or person other than Katrum.

13.2 You acknowledge and agree that Provider is not responsible for the availability of any such websites or resources, and do not endorse any advertising, products, services, content or other materials on or available from such websites or resources.

13.3 You acknowledge and agree that Provider is not liable for any loss or damage which may be incurred by you or your users as a result of the availability of, or as a result of any reliance placed by you or your users on the completeness, accuracy or existence of, any advertising, products, services, content or other materials on, or available from, such websites or resources.

14. General.

14.1 Term, Termination.

14.1.1 These Terms commence and are in effect with respect to the applicable Katrum Wod-E subscription and Katrum Services upon and from the first day you access, provision or use such Katrum Services and shall continue until terminated in accordance with these Terms. These Terms will terminate upon the earlier of (a) expiration or termination of your subscription to the Katrum Services, (b) expiration or termination by you of your subscription to the Katrum Wod-E Plans, (c) termination by Provider for your breach of these Terms, including, without limitation, for nonpayment of fees for the Katrum Services, or as otherwise permitted in these Terms.

14.1.2. Upon your request made within 30 days after the effective date of expiration or termination of a Katrum Wod-E Plans or Katrum Services, Provider will make available to you for export or download any data submitted by you to Provider's Katrum Platform. After such 30-day period, Provider will have no obligation to maintain or provide any data submitted by you to Provider's Katrum Platform.

14.2 Entire Agreement. These Terms constitute the entire agreement between you and Provider regarding your use of Katrum Services, Katrum Wod-E and Applications (but excluding any products or services which Provider may provide to you under a separate written agreement), and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of these Terms. Provider from time to time may modify the , Katrum Services or Katrum Wod-E. You acknowledge and agree that these Terms and the form and nature of the Katrum Services or Katrum Wod-E may change from time to time without prior notice to you. Your continued use of the Katrum Services or Katrum Wod-E constitutes your acceptance of such modifications. Modification of any provision of these Terms shall be effective upon posting within the Katrum Platform, Katrum's User

Dashboard or at Katrum's website or such other official URL. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, that provision shall be deemed null and void, and the remaining provisions of these Terms shall remain in full force and effect. Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of these Terms.

14.3 Third Party Beneficiary. These Terms are between you and Provider.

14.4 Notices. You agree that Provider may provide you with notices by email, regular mail, or postings on the Katrum dashboard and/or website. By providing Provider your email address, you consent to use of the email address to send you any notices required by law in lieu of communication by postal mail. Notices to Provider may be addressed as provided in the Katrum Dashboard.

14.5 Waiver. You agree that if Provider does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Provider has the benefit of under any applicable law), this will not be taken to be a formal waiver of Provider's rights or remedies and that those rights or remedies will still be available to Provider. All waivers must be expressly made in writing.

14.6 Governing Law, Venue. These Terms are governed by the laws of the State of Florida without regard to its conflict of laws provisions. You and Provider agree to submit to the exclusive jurisdiction of the courts located within the county of Orlando, Florida to resolve any legal matter arising from these Terms.

14.7 Survival. The following Sections shall survive any expiration or termination of these Terms: 1.2 (Terms between You and Provider), 4 (Fees), 6 (Proprietary Rights), 8.3 (Ideas), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Mutual Indemnification), 12 (Limitation of Liability), 13 (Other Websites and Resources), and 14 (General).

14.8.2 Electronic Invoicing. The invoice will be issued in electronic format. To facilitate such electronic invoicing, you are responsible for providing to Katrum at least the following information in writing: your company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by you of incorrect or insufficient invoicing information preventing (a) Katrum to successfully submit the electronic invoice or (b) Katrum to duly and effectively process such invoice or (c) which, in any event, requires Katrum to issue an invoice again, shall not result in an extension of the applicable payment term, and such term shall still be calculated from the date of subscription.

14.8.3 Anti-Corruption Laws and Compliance. The parties shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including without limitation anti-corruption legislation in force in United States of America (as amended from time to time).

14.8.4. Governing Law. These Terms and any disputes arising out of or related hereto, will be governed exclusively by the laws of United States of America.

14.8.5 Venue. The ordinary courts located in Florida USA will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

14.8.6 General Terms and Conditions - Acceptance. Customer acknowledges and expressly agrees to the following provisions of these Terms of Use.