

CAT-BP SAAS TERMS AND CONDITIONS

As of August 02, 2021

These Terms and Conditions (“Terms”) govern Your (the “Customer”) use of the IntellectEU, NV’s (“Company”) website located at <https://console.catalyst.intellecteu.io/> (the “Website”), SaaS platform and all related tools, applications, data, software, and other services provided by us (the “Services”).

These Terms include all additional guidelines, terms, rules, conditions, policies and procedures that are referred to herein or that may otherwise be published on the Website by IntellectEU from time to time including without limitation all Restrictions listed below, the Documentation, Privacy Policy.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE AND SERVICES. BY ACCESSING OR USING THE WEBSITE OR SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY (BUSINESS) THAT YOU REPRESENT). YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY (BUSINESS) THAT YOU REPRESENT. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE LEGALLY PERMITTED TO USE THE SERVICES IN YOUR JURISDICTION AND THAT THE COMPANY IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS. YOU MAY NOT ACCESS OR USE THE WEBSITE OR SERVICES OR ACCEPT THESE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE WEBSITE.

1. DEFINITIONS

“**Billing Information**” – personal information provided by the Customer which shall include: Customer’s name, card number, expiration date, CVV, billing address.

“**Customer’s Data**” means data in electronic form inserted and/or collected through the Website or Services by or from Customer, including without limitation by Customer’s Users.

“**Documentation**” means Company’s standard manual related to use of the Website and Services which can be found [Here](#).

“**License Fee**” means the fee paid to the Company for the use of the CAT-BP Software in the amount specified in the Documentation [Subscription Plans](#).

“**Open Source Components**” means any Software component that is subject to the Licence agreement, including, but not limited to the list outlined Exhibit A.

“**Order**” means the document which describes the Service you are purchasing, including any online order, process, software or tool through which you request provision of Service.

“**Privacy Policy**” means Company’s privacy policy available online as may be amended from time to time and can be found [Here](#).

“**Software**” and “**CAT-BP**” means the executable, object code version of the Catalyst Blockchain Platform including any maintenance releases and new versions.

“**SaaS**” means a software distribution model in which a service provider (Company) hosts an application for a Customer and makes it available to the Customers via the internet on Website.

“**Term**” is defined in Section 10.1 below.

“User” means any individual and/or legal entity who purchases, willing to use SaaS CAT-BP on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

2. ACCOUNTS

2.1 Account Creation. In order to use the Website and SaaS CAT-BP the Customer shall register for an account (“Account”) on Website and provide certain information as prompted by the account registration form. You may elect to register or not, at your discretion.

While filling and submitting the Account registration information the Customer represents and warrants that:

- (a) all required registration information you submit is truthful, accurate and up to date;
- (b) the Customer will maintain the accuracy of such information and update it if necessary;
- (c) the Customer may delete the Account at any time, for any reason, by following the **Form**. The Company, on the other hand, may deactivate or terminate the Customer’s Account in accordance with these Terms.

The submission of Customer’s Data through the Website, SaaS, Services or Software is subject to Section 6 and shall be governed by the Company’s Privacy Policy.

2.2 Account Responsibilities. The Customer is responsible for maintaining the confidentiality of Customer’s Account login information and is fully responsible for all activities that occur under Account on Website. You agree to immediately change the Company of any unauthorized use or suspected unauthorized use of your Account or any other breach of security. Company will not be liable for any loss or damage arising from your failure to comply with the above requirements. The Customer shall be fully responsible for any Users (Organisations) created within the framework of the Account and on any business conducted through it.

2.3 Customer’s Responsibility for User Access. The Customer shall be responsible and liable for Users’ use of the Website, SaaS or Services, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer or any legal requirements.

2.4 Unauthorized Access. The Customer shall take reasonable steps to prevent unauthorized access to the Website and Account, SaaS, Services or Software, including without limitation by protecting Account passwords and other log-in information. The Customer shall notify the Company immediately of any known or suspected unauthorized use of the Website, SaaS, Services or Software, any security breach, unauthorised use of any data or any data leak and shall use best efforts to stop the said breach and minimise possible damage.

3. ACCESS TO THE WEBSITE, SERVICES AND SOFTWARE

3.1 License. Subject to these Terms, Company grants the Customer a non-transferable, non-exclusive, revocable, royalty-free, limited license to use and access SaaS on the Website solely for Customer’s own personal or internal business use on the territory of EU, UK and the US in return of the License Fee.

3.2 Restrictions. The rights granted to the Customer in these Terms are subject to the following restrictions:

- (a) the Customer shall not sublicense, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit the Website, SaaS, Services or Software, whether in whole or in part, or any content displayed there;
- (b) the Customer understands and accepts that the license is granted only for the territory of the EU, UK and the US

(c) the Customer shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Website, Services or Software;

(d) the Customer shall not access the Website, Services or Software in order to build a similar or competitive website, product, or service or for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;

(e) the Customer except as expressly stated herein, that no part of the Website, Services or Software may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means;

(f) the Customer shall not use the Website, SaaS, Services or Software to store or transmit computer viruses, works, time bombs, Trojan horses and other harmful or malicious code, routines, files, scripts, agents or programs;

(g) the Customer shall not use the Website, SaaS, Services or Software to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, damaging, against a public order, violent, aggressive, discriminating, obscene or which violates the privacy or intellectual property rights of any third party; and

(h) the Customer shall not interfere with or disrupt the integrity or performance of the Website, SaaS, Services, Software or third-party data contained therein;

(i) the Customer is solely responsible for all the data inserted by Customer and Customer's Users in Account.

3.3. Unless otherwise indicated, any future release, update, or other addition to functionality of the Website, SaaS, Services or Software shall be subject to these Terms available (updated from time to time). All copyright and other proprietary notices on the Website, SaaS, Services or Software (or on any content displayed on the Website) belongs to the Company and may not be deleted, reused, copied, duplicated or misused.

3.4 Modification. The Company reserves the right, at any time, to modify, suspend, or discontinue the Website, SaaS, Services or Software (in whole or in part) with a prior written notice to Customer. In an unpredicted and undesirable event when any such modification materially reduces features or functionality provided pursuant to an Order, Customer may within 30 days after receipt of notice terminate such Order without cause.

3.5 Compliance with Laws. Customer represents and warrants that use of the Website, SaaS, Services and Software shall comply with all applicable laws and regulations, including without limitation, all applicable privacy laws (collectively, the "Regulations"). For greater certainty, the Regulations may include depending upon Customer's use of the Website, SaaS, Services or Software, but will not necessarily be limited to effective General Data Protection Regulation (GDPR), US Data Privacy Laws (Acts). The Customer will be solely responsible for determining whether the Website, SaaS, Services and Software as used comply with Customer's legislation requirements, the Regulations. The Customer further acknowledges and agrees that the Company shall not be liable for any use of the Website, SaaS, Services or Software that violates any applicable legislation, the Regulations, General Data Protection Regulation (GDPR), US Data Privacy Laws (Acts).

The Customer is solely responsible for the accuracy, reliability, completeness, legality and quality of content, information and data published or distributed by such Customer in Account on the Website.

4. PAYMENT

4.1 Subscription Fees. The Customer shall pay Company fees set forth in each Order according to the chosen Subscription Plan with included Fee Schedules (the "Subscription Fee"). The

Subscription Fee shall include the payment for the use of the Company's Infrastructure ("Infrastructure Fee") and the License Fee.

4.2 Trial Period. The Customer will be able to choose a Trial Period according to the Subscription Plan for the duration of 1 month. During this Trial Period the Customer will be charged only with the Infrastructure Fee.

At the end of the Trial Period the Subscription Fee will consist of the Infrastructure Fee and the License Fee for the following month. The Subscription Fee shall automatically be charged from the Customer's Account on the monthly bases.

4.3 If the Customer's payment account at the time of payment has a negative balance for more than 3 (three) days, the Company shall reserve the right to deactivate the Customer's SaaS or Services until the full amount of due Subscription Fee is paid to the Company.

4.4 Fee Increases. The Company may revise the Subscription Fee that applies to your use of SaaS CAT-BP at any time by providing an advanced written notice to the Customer (30 calendar days or more). The Customer shall have the right to discontinue the use of Account in 14 calendar days after receipt of such notice.

4.5 Refund. Except for Company's material breach of this Agreement the Company shall not be required to refund the Subscription Fee under any circumstances.

4.6 Taxes. Amounts due under this Agreement are payable to the Company without deduction and are net of any tax, tariff, levy, duty, commissions, wire fees or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, withholding or value added tax at the source. If applicable law requires withholding or deduction of any taxes or duties, the Customer shall separately pay to the Company the withheld or deducted amount.

4.7 Third-Party Payment Processor. IntellectEU uses third-party payment processors including, but not limited to Stripe (the "Payment Processors") to bill the Customer through a payment account linked to the Account created to use SaaS CAT-BP ("Billing Account"). The processing of payments shall be subject to the terms, conditions and privacy policies of the Payment Processors in addition to these Terms.

The Customer herewith confirms Customer's consent to transfer Billing Information to Payment Processor via Billing Account for the purposes of processing the payment and conducting the automatised withdrawals of payments due to the Company by the Payment Processor.

IntellectEU shall not be responsible for any error of the Payment Processor. The Customer agrees to make payment using the selected payment method and schedule in the Billing Account.

4.8 Billing Territory. Notwithstanding the stated in 4.7 above, the Customer acknowledges that processing of payments by the Payment Processor (Stripe) is applicable only to the territory of the US, UK and EU.

4.9 THE CUSTOMER MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR THE BILLING ACCOUNT. THE CUSTOMER MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP THE BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE) AND MUST PROMPTLY NOTIFY THE COMPANY OR THE PAYMENT PROCESSOR IF THE PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT), OR IF THE CUSTOMER BECOMES AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF CUSTOMER'S USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT.

5. INTELLECTUAL PROPERTY

5.1 Ownership. The Customer acknowledges that all rights, titles and interests in and intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Website, SaaS, Services, Software and its content are owned by the Company.

5.2 Neither these Terms (nor your access to the Website and SaaS or use of the Services and Software) transfers to you or any third party any rights, titles or interests in or to such intellectual property rights, except for the rights expressly set forth in Section 3.1. Company and its suppliers reserve all rights not granted in these Terms.

5.3 All intellectual property rights to the Customer's Data are vested in the Customer. The Customer indemnifies the Company against action taken by third parties against the Company for any (alleged) infringement of such intellectual property rights.

6. CUSTOMER'S DATA, PRIVACY, CONFIDENTIALITY

6.1 Use of Customer's Data. Without Customer's prior written consent, the Company shall not:

(a) access, process, or otherwise use Customer's Data other than as necessary to facilitate the SaaS; and

(b) intentionally grant any third-party access to the Customer's Data, including without limitation Company's other customers.

Notwithstanding the foregoing, the Company may disclose Customer's Data as required by applicable law or by proper legal or governmental authority. Unless otherwise prohibited by applicable law or governmental authority, the Company shall give the Customer prompt notice of any such legal or governmental demand and reasonably cooperate with the Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

6.2 Privacy Policy Notice. Company's Privacy Policy applies with respect to this Website and CAT-BP SaaS and does not apply to any third party website or service, including the Payment Processor. Company Privacy Policy and the Payment Processor terms and conditions and privacy policy are available for Customer's review and active consent.

6.3 Specific Risks Relating to Data

6.3.1 Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS Customer duly assumes such risks. Company offers no representation, warranty or guarantee that Customer's Data will not be exposed or disclosed through errors or the actions of third parties.

6.3.2 Company has no responsibility or liability for the accuracy of data uploaded to the SaaS and the Account by the Customer or Customer's Users.

6.3.3 Company may permanently erase Customer's Data if Customer's Account is in material breach of these Terms and Conditions or account is suspended or terminated for 30 days or more.

6.4 Hosting of Customer's Data

6.4.1 The Customer's Data in Account of the Customer shall be hosted on the servers located in the EU provided by the Company under AWS Terms ("AWS Terms"). By creating an Account and using CAT-BP SaaS Customer confirms that AWS Terms shall apply to Customer being third party (end user) using SaaS on servers provided under AWS Terms.

Personal data and Billing Data of the Customer and any Users shall be collected, processed, stored by the Company under the provisions of Company's Privacy Policy. The above

mentioned data shall be encrypted according to **the bcrypt standard**. “**bcrypt**” is a hashing algorithm that allows us to build a password security platform that scales with computation power and always hashes every password with a salt, so it remains resistant to brute-force search attacks even with increasing computation power.

6.5 Confidential Information

“Confidential Information” refers to the following items the Company discloses to the Customer:

- (a) any document Company marks “Confidential”;
- (b) any information Company verbally designates as “Confidential” at the time of disclosure;
- (c) the Documentation whether or not marked or designated confidential; and
- (d) any other non-public, sensitive information the Customer should reasonably consider as private, proprietary or confidential.

For the avoidance of any doubts CAT-BP software and Documentation are the Confidential Information of the Company; and (b) the provisions of these Terms and Conditions are the Confidential Information of each of the Parties.

Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer’s possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer’s improper action or inaction; or (iv) is approved for release in writing by Company. Customer understands that the Confidential Information may include Company’s valuable intellectual property and proprietary information.

6.5.1. Nondisclosure. Customer shall not use Confidential Information for any purpose other than Customer’s legitimate use of the Website, CAT-BP SaaS, Services or Software in line with these General Terms and Conditions (the “Purpose”).

Customer shall:

- (a) not disclose Confidential Information to any employee or contractor of the Customer unless such person needs access in order to facilitate the Purpose and ensure their compliance with the following confidentiality terms; and
- (b) not disclose Confidential Information to any other third party (excluding Users) without Company’s prior written consent.

The Customer shall protect Confidential Information with the same degree of care such Customer uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify Company of any misuse or misappropriation of Confidential Information that comes to Customer’s attention.

The Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority after giving a prompt notice to the Company and shall reasonably cooperate with the Company in any effort to seek a protective order or otherwise to contest such required disclosure to the extent permitted by law.

6.5.2 Injunction. Customer agrees that breach of this Article 6 would cause irreparable injury to the Company, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Company will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

6.5.3 Termination & Return. With respect to each item of Confidential Information, the obligations of Section 6.5.1 above (**Nondisclosure**) **will terminate five years after the date**

of disclosure. Upon termination of these Terms, Customer shall return all copies of Confidential Information to the Company or certify, in writing, the destruction thereof

Obligations related to Confidential Information of the Company will continue for five more years upon termination of these Terms.

6.5.4 Retention of Rights. These Terms do not transfer ownership of the Confidential Information nor grant a license thereto. Company will retain all the right, title, and interest in and to all Confidential Information.

7. REPRESENTATIONS AND WARRANTIES

7.1. By Company. The Company represents and warrants that it is the owner of the Website, CAT-BP SaaS, Services or Software and of each and every component thereof with exception to Open Source Components used in the Software, or the recipient of a valid license thereto, and that the Company has and will maintain the full power and authority to grant the rights granted in this agreement without the further consent of any third party.

In the event of a breach of the warranty in this Section 7.1, Company, at its own expense, shall promptly take the following actions: (a) secure for Customer the right to continue using the CAT-BP SaaS; (b) replace or modify the Website, Services or Software to make it non-infringing; or (c) terminate the infringing features of the Website, CAT-BP SaaS, Services or Software and refund to Customer any prepaid fees for such features, prorated over the Term left after such termination.

In conjunction with Customer's right to terminate for breach where applicable, the preceding sentence states Company's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Section 7.1 and for potential or actual intellectual property infringement by the Website, CAT-BP SaaS, Services or Software.

7.2. By the Customer. The Customer represents and warrants that: (a) it has all necessary rights and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to such Customer would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Website and Account; (c) it is authorized to do business pursuant to applicable law; (d) the use by Customer of CAT-BP SaaS is legal and is in line with the Terms and applicable legislation; (e) Account is used by the Customer and its Users legally, in accordance with these Terms and in accordance with General Data Protection Regulation (GDPR), US Data Privacy Laws and applicable data privacy legislation.

Customer will not directly or indirectly, whether through Customer, any affiliate, or any other person, combine the Software with any Open Source Components in any manner that could require that the Software, any portion thereof, or any adaptation and modification thereof to be (i) disclosed or distributed in Source Code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

7.3. Warranty Disclaimers. CUSTOMER ACCEPTS THE WEBSITE, CAT-BP SaaS, SERVICES AND SOFTWARE "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ALL OPEN SOURCE COMPONENTS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR

CONCERNING ANY OF THEM IS UP TO THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) COMPANY HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR ITS USERS AGAINST ANY CLAIMS FROM THIRD PARTIES; (b) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE AND SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, SERVICES OR SOFTWARE IS SECURE FROM HACKING OR OTHER UNDESIRABLE UNAUTHORIZED INTRUSION OR THAT CUSTOMER'S DATA WILL REMAIN PRIVATE OR SECURE.

8. INDEMNIFICATION

8.1 The Customer agrees to indemnify and hold the Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) Customer's use of the Account, CAT-BP SaaS, Website, Services or Software, (b) Customer's violation of these Terms, (c) Customer's violation of applicable laws or regulations or (d) Customer's User Content.

8.2 Company reserves the right, at Customer's expense, to assume the exclusive defense and control of any matter for which the Customer is required to indemnify the Company, and the Customer agrees to cooperate with the Company's defence of these claims. Customer agrees not to settle any matter without the prior written consent of the Company. Company will use reasonable efforts to notify the Customer of any such claim, action or proceeding upon becoming aware of it.

9. LIMITATION ON LIABILITY

9.1 To the maximum extent permitted by law, in no event shall the Company be liable to the Customer or any third party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these Terms or Customer's use of, or inability to use, the Web site, CAT-BP SaaS, Services or Software, even if the Company has been advised of the possibility of such damages.

9.2 To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, Company's liability to the Customer for any damages arising from or related to these Terms (for any cause whatsoever and regardless of the form of the action), shall always be limited to a the greater of USD 10,000.00 (ten thousand US Dollars) or the amount actually paid by the Customer to the Company in the preceding twelve months. Such limit is the total limit for any number of claims and an existence of more than one claim will not influence this limit. The Customer agrees that Company's suppliers (either mentioned in these Terms or not) will have no liability of any kind arising from or relating to these Terms.

9.3 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion will apply to the highest extent permitted by law.

10. TERM AND TERMINATION

10.1 These Terms shall continue until terminated in accordance with these Terms or the termination of the final Order, whichever is the later.

10.2 Termination options. These Terms shall be terminated in the following cases:

- a) if the Customer opted not to continue the use of Saas or Services after the Trial Period by choosing garbage can picture and pressing "Confirm" as response to question "Delete

Service?” OR if there is a delay in payment of the Subscription Fee for more than 3 (days). In this case, following the notice on such delay sent to the Customer’s email, the Customer’s subscription will be deactivated and the Customer will not be able to use the SaaS or Services until the full amount of due Subscription Fee is paid to the Company. If the Company doesn’t receive the due Subscription Fee for more than 6 (six) months the Customer’s account details and Billing Information will be permanently deleted from the Company’s servers. The Company preserves the right to early delete the Account any time after the delay in any payments from the Customer.

- b) The Company shall reserve the right to unilaterally deactivate and delete the SaaS or Services if the Customer refuses to pay the Subscription Fee for any reason or breaches any material provisions of these Terms within 3 (three) days after becoming aware of such actions, without sending any prior notice to the Customer.
- c) The Customer can at any time terminate these Terms together with SaaS or Services by deleting the Account: click “delete account”. After that the Customer will be redirected to the feedback form to provide feedback on the Company’s services. Within 14 (fourteen) days following the deletion of the Account and payment of the due Subscription Fee to the Company the Customer’s Data will be fully deleted from the Company’s servers.

In any case from the list above, Customer shall be billed for the period Customer already used CAT-BP SaaS in accordance with chosen subscription option from Subscription Plans.

10.3 The Company may terminate these Terms or the affected Order(s) for cause on written notice if the Customer materially breaches these Terms and does not remedy the breach within thirty days of the non-breaching party’s written notice describing the breach.

10.4 Subject to this Section, these Terms will remain in full force and effect while the Customer uses the Website, Services and Software. The Company may suspend or terminate Customer’s rights to use the Website, Services (including the Account) or Software at any time for any reason at its sole discretion, including for any use of the Website, Services or Software in violation of these Terms.

10.5 Upon termination of Customer’s rights under these Terms, the Account and right to access and use the Website, Services and Software will terminate immediately. Unless expressly discussed herein, Company will not have any liability whatsoever to the Customer for any termination of Customer’s rights under these Terms, including for termination of the Account.

10.6 Even after Customer’s rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 4, 5, 6, 8, 9, and the entirety of 12.2.

11. THIRD PARTY LINKS & ADS; OTHER USERS

11.1 Third-Party Links & Ads. The Website may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”). Such Third-Party Links & Ads are not under the control of the Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to the Customer, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads.

11.2 The Customer uses all Third-Party Links & Ads at own risk and should apply a suitable level of caution and discretion in doing so. When clicking on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices.

12. DISPUTE RESOLUTION & GOVERNING LAW

12.1 These Terms are deemed to be made under and shall be construed according to the laws of:

- a) **for the Customers located in the USA:** the State of New York without reference to its conflicts of laws provisions.

Any party bringing a legal action or proceeding against any other party arising out of or relating to these Terms or the transactions it contemplates shall bring the legal action or proceeding in either the United States District Court for the New York District or in any court of the State of New York County. Each party consents to the exclusive jurisdiction of the United States District Court for the New York District and its appellate courts, and any court of the State of New York County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to these Terms or the transactions it contemplates and agrees that the exclusive choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

- b) **for the non-US Customers:** in accordance with the laws of Belgium regardless of its conflict of law principles.

Any dispute arising hereunder which cannot be amicably settled between the parties within a reasonable period shall be submitted to the exclusive jurisdiction of the state court located in Belgium. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts Belgium

13. GENERAL

13.1 Changes. The Company reserves the right to modify, supplement or replace these Terms, effective upon posting an amended version on the Website. The continued use of the Website, CAT-BP SaaS, Services and Software following the posting of changes to these Terms or receipt of notice will mean the acceptance and consent to such changes. The Customer is responsible for regularly consulting the current version of the Terms prior to the use of the Website, SaaS, Services and Software. Should the Customer disagree with the Terms such Customer shall immediately stop using the Account and CAT-BP SaaS.

13.2 Export. The Website, CAT-BP SaaS, Services, Software and any personal data or User Data may be subject to applicable export control laws and may be subject to export or import regulations in some jurisdictions. The Customer hereby agrees to comply with applicable export legislation in the broadest sense possible.

13.3 Entire Terms. These Terms constitute the entire agreement between the Customer and the Company regarding the use of the Website, CAT-BP SaaS, Services, Software and Account. Failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The Company may freely assign these Terms upon notice on the Website. The terms and conditions set forth in these Terms shall be binding upon assignees. All the section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”.

13.4 Severability. If any provision of these Terms, for any reason, is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.5 Relations between the parties. The Customer’s relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms and Customer’s rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by the Customer or any User without Company’s prior written consent,

and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.

13.6 Communications. For contractual purposes, either party (a) consents to receive communications from the other party in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that parties provide to each other electronically satisfy any legal requirement as if such communications were in a hard copy, in writing.

13.7 Publicity, Use Of Marks. Unless otherwise agreed in the Order, the Customer agrees that the Company may publicly disclose that it is providing SaaS Service to the Customer and may use Customer's name and logo to identify it in promotional materials, including press releases. The Customer may not issue any press release or publicity regarding these Terms and may not use the Company's name or logo or other identifying information without Company's prior written consent.

BY CLICKING "I ACCEPT" BUTTON YOU AGREE WITH THESE TERMS AND CONDITIONS, THE COMPANY'S PRIVACY POLICY AND BILLING STRIPE'S TERMS AND CONDITIONS which can be found on official [website](#).

EXHIBIT A

LIST OF THE OPEN SOURCE COMPONENTS

Due to the rapid development of the Software, this list is not exhaustive and may be updated by the Company from time to time.

- Golang - The 3-Clause BSD License - <https://opensource.org/licenses/BSD-3-Clause>
- Hyperledger Fabric - Apache License v2 - <https://www.apache.org/licenses/LICENSE-2.0>
- Kubernetes - Apache License v2 - <https://www.apache.org/licenses/LICENSE-2.0>
- Jetstack Cert-manager - Apache License v2 - <https://www.apache.org/licenses/LICENSE-2.0>
- Helm - Apache License v2 - <https://www.apache.org/licenses/LICENSE-2.0>
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