

# CatchyTech End User License Agreement

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**CatchyTech** means CatchyTech.com, Israel.

**Authorized Domain** means a single installation of a copy of the Product under a single domain with a License Key that was generated for this domain name. Localhost or ip address 127.0.0.1 is also an Authorized Domain.

**Authorized Use** means the defined number of copies or instances of the Product that may be used by Licensee, and where applicable, limited to Authorized Domains, as designated in the Quote/Receipt/Invoice issued by CatchyTech.

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**Product** means the CatchyTech product defined in the Quote/Receipt/Invoice delivered by CatchyTech to Licensee, including any documentation and updates provided under the terms of this Agreement in accordance with Clause 5.

**Protected Code** means source code contained within the Product that is protected against access by CatchyTech.

## **2. License Fee**

A one-time per major version fee paid by Licensee to CatchyTech, as designated by Product, in consideration for the Authorized Use of the Product. License fee is nonrefundable and payable upon acceptance of the terms and conditions set out herein.

## **3. Grant of License**

Subject to the terms of this Agreement, including limitations defined by the License, CatchyTech hereby grants to Licensee, and Licensee accepts from CatchyTech, a perpetual, irrevocable, fully-paid, worldwide, non-exclusive, nontransferable, non-sublicensable License to use the Product as defined by Authorized Use.

## **4. No Warranty**

The Product is provided on an "as is" and "as available" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose, including without limitation that CatchyTech does not warranty that the Product will be error-free, complete, or correct.

## **5. CatchyTech's Obligations**

Upon receipt of Licensee Fee from Licensee, CatchyTech will supply the Licensee with the Product via electronic download. CatchyTech will supply updates from time to time, free of charge per paid license per major version of the Product.

## **6. Licensee Obligations**

The Licensee must at all times ensure that the product is used only under the Authorized Domain and only for Authorized Use in accordance with the terms and conditions of this Agreement.

## **7. Unauthorized Use or Distribution**

Licensee may not, whether through deliberate or negligent act or act of omission, distribute or cause the distribution of the Product to any third party other than for use under Authorized Domain.

## **8. Unauthorized Use and Distribution**

If CatchyTech reasonably suspects that the Product has been distributed to or obtained by any person or party without CatchyTech's prior written consent, CatchyTech has the right to reasonably request Licensee an unqualified certificate executed by the Licensee's auditor at the Licensee's cost for the purpose of verifying compliance with Authorized Use of the Product.

## **9. Licensee's Restrictions**

Licensee will not, without the prior written consent of CatchyTech, which may be withheld in CatchyTech's sole discretion and which may include certain conditions:

- (a) decompile, reverse engineer, disassemble, analyze, modify, adapt, convert, create derivative works from, or otherwise attempt to derive, the Protected Code;
- (b) sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form the Product or any data/information provided to the Licensee through the Product to a person;
- (c) vary or amend the Authorized Use without CatchyTech's prior written approval;
- (d) publish, promote, broadcast, circulate or refer publicly to the CatchyTech name, trade name, trademark, service mark or logo or
- (e) commit any act or omission the likely result of which is that CatchyTech's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on CatchyTech's interests.

In addition, the Product includes license protection mechanisms that are designed to manage and protect the intellectual property rights of CatchyTech. Licensee must not modify or alter those features to try to defeat the Product use rules that the license protection mechanisms are designed to enforce.

## **10. Term**

The term of this Agreement begins on the Commencement Date and will continue in full force and effect unless terminated in accordance with Clause 11 below.

## **11. Termination**

Licensee may terminate this Agreement at any time by destroying all copies of the Product in its possession. The fee (Clause 2) will not be refunded. Either party hereto may terminate this Agreement with prior notification via email in 30 days advance. Clauses 1, 4, 7 – 9, 12 – 24 shall survive any termination of this Agreement.

## 12. Limitation of Liability

Neither party hereto will be liable to any third-party for any loss, damage, cost, expense or other claim (including consequential, directly, indirect, special, punitive or other damages and loss of data or profits) in relation to this Agreement or the Product including, without limitation: (a) any use or reliance on a Product by the third-party (including the form and content of errors in and/or omissions from any information contained in a Product); (b) any delay, interruption or other failure in the provision of the Product; or (c) any change in the form or content of the Product. In no event will either party's liability under any claims arising out of this Agreement exceed the fees paid by licensee under this Agreement. Except for each party's indemnification obligations or breach of Clauses 2 ("Licensee Fee"), 8 ("Unauthorized Use or Distribution"), or 9 ("Licensee's Restrictions"), neither party will be liable for lost profits or for special, indirect, incidental or consequential damages, regardless of the form of action, even if such party is advised of or aware of the possibility of such damages. To the extent the foregoing liability limitations or the warranty disclaimers of Clause 4 are not allowed by applicable law, then the liability of CatchyTech, and the remedy of Licensee, shall be limited to the prompt: (d) re-supply of any defective Product; or (e) refund of license fees (Clause 2) paid by Licensee for such defective Product.

## 13. Ownership / Intellectual Property

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## 14. Open Source Code

With respect to open source software, CatchyTech hereby represents and warrants:

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## **15. Publicity Rights**

(a) The Licensee grants CatchyTech the right to include the Licensee as a customer in Product promotional material.

(b) Licensee can deny CatchyTech this right by submitting a written request via email to [info@catchytech.com](mailto:info@catchytech.com), requesting to be excluded from Product promotional material. Confirmation of such denial (via reply email) must be received prior to purchasing for this exclusion to be effective.

(c) Should the Licensee come to be or already be included in Product promotional material, as a result of any prior purchases where the Licensee did not request exclusion from Product promotional material, the Licensee can at any point in time, submit a written request via email to [info@catchytechq.com](mailto:info@catchytechq.com) to have CatchyTech remove the Licensee's name from Product promotional material. Upon receipt of such request, CatchyTech will remove any reference to the Licensee from such promotional material within 30 days and make no further reference to the Licensee.

## **16. No Assignment or Amendment**

Licensee may not amend this Agreement without prior written consent of CatchyTech. Licensee may assign this Agreement to succeeding parties in the case of a merger, acquisition or change of control so long as in doing so, CatchyTech is notified in writing within ninety (90) days of the closure of such transaction. If Licensee merges into or with a direct competitor of CatchyTech, as determined in CatchyTech's sole discretion, then this Agreement will automatically terminate as of the effective date of such merger. CatchyTech may assign its rights and obligation under this Agreement without consent of Licensee.

## **17. Tax**

Payments made by the Licensee under this Agreement exclude any taxes or duties payable in respect of the goods or services supplied in the jurisdiction where the payment is made or received. To the extent that any such taxes or duties are payable by CatchyTech, the Licensee must pay to CatchyTech the amount of such taxes or duties in addition to the license fee under this Agreement unless Licensee is exempt from paying such taxes or duties at the time such taxes or duties are levied or assessed. CatchyTech will provide the Licensee with documents requested by Licensee necessary to enable the Licensee to obtain a tax or duty refund or credit.

## **18. Counterparts/Faxed Signatures**

This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute together one and the same document. Signatures transmitted by telecopier or electronically will be deemed originals.

## **19. No Waiver**

The failure of either party hereto to prosecute its rights with respect to a breach hereunder will not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

## **20. Notices**

CatchyTech may give notice by means of a general notice on the CatchyTech website, electronic mail to your e-mail address on record with CatchyTech. Such notice will be deemed to have been given upon the expiration of 24 hours after sending (if sent by email). You may give notice to CatchyTech at any time by any of the following: email to CatchyTech's addresses on its website. Licensee agrees that the Product will not be shipped, transferred or exported into any country or used in any manner prohibited by export laws, restrictions or regulations.