

www.catchprobe.com

SALES AGREEMENT



info@catchprobe.com



+1 (628) 208-6430



1160 Battery Street,
East Suite 100, San Francisco, CA 94111, USA



CATCHPROBE SALES AGREEMENT

Introduction/acceptance

Welcome to the CatchProbe, Inc. (“CatchProbe”, “we”, “our”) website located at www.catchprobe.com (the “Site”). These Terms of Use (the “Terms of Use”) and our Privacy Policy (“Privacy Policy”), together with any Order Form entered into between You and CatchProbe, govern your use of our Site. CatchProbe may at times provide customers the ability to opt into early access features. Customers accept that using early access features may affect the CatchProbe products features, performance and use of such early access features shall be on an as-is basis. To make these Terms of Use easier to read, the Site, all content offered as part thereof, and any other services owned, controlled, or offered by CatchProbe, agreements are collectively referred to herein as, the “Services”. Unless you and CatchProbe have entered into a separate written agreement, subscribers, account holders, customers, users, and others who download, access, use, purchase and/or subscribe to the Services (collectively or individually “You” or “Users”) must do so under these Terms of Use and any applicable Order Form between You and CatchProbe.

BEFORE USING ANY SERVICES, PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY ACCESSING, BROWSING AND/OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING ANY FUTURE MODIFICATIONS HERETO. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SERVICES. IF YOU ARE ACCESSING AND USING THE SERVICES ON BEHALF OF A COMPANY (SUCH AS YOUR EMPLOYER) OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS OF USE. IN THIS CASE, “YOU” AND “USER” WILL REFER TO THAT COMPANY OR OTHER LEGAL ENTITY. The Services are available only for individuals aged 18 years or older and capable of forming a legal contract with CatchProbe and who not are barred from using the Services under applicable law.

Modification or termination

We reserve the right, at our sole discretion, to modify the Services or to modify these Terms of Use, at any time and without prior notice. If we modify these Terms of Use, we will post the modification on the Site. We will also indicate the effective date and last update date at the top of this page. By continuing to access or use the Services after we have posted a modification on the Site or have provided You with notice of a modification, You are indicating that You agree to be bound by the modified Terms of Use. If the modified Terms of Use are not acceptable to You, Your only recourse is to cease using the Services.

We also reserve the right, at our sole discretion, to terminate the Services. In the event that we decide to discontinue or terminate the Services, we will provide You with 90 days advance

notice and during such 90 day period will provide You with reasonable assistance in mitigating any disruption this may cause.

You agree that CatchProbe, in its sole discretion, has the right (but not the obligation) to delete or deactivate Your Account, block Your email or IP address, or otherwise terminate Your access to or use of the Services (or any part thereof), immediately and without notice, and remove and discard any content within the Services, for any reason, including, without limitation, if CatchProbe believes that You have acted inconsistently with the letter or spirit of these Terms of Use. Further, You agree that CatchProbe shall not be liable to You or any third party for any termination of Your access to the Services. Further, You agree not to attempt to use the Services after said termination.

Privacy

We consider Your privacy one of our highest priorities. Please refer to our Privacy Policy for information and notices concerning our collection and use of Your personal or confidential information.

Account registration

In order to use the Services, You must register and create an account with CatchProbe (“Account”) on the Site. You must use a valid e-mail address for Your Account. You can only create one Account per person or legal entity.

It’s important that You provide us with accurate, complete and up-to-date information for your Account and you agree to update such information to keep it accurate, complete and up-to-date. You agree that you won’t disclose your Account password to anyone and you’ll notify us immediately of any unauthorized use of your Account. You’re responsible for all activities that occur under your Account, whether or not you know about them.

CatchProbe reserves the right to suspend or terminate Your Account at any time. In the event that we choose to suspend or terminate Your account other than in connection with Your activities which are inconsistent with the letter or spirit of these Terms of Use or the misuse of the Services, we will provide You with 90 days advance notice and during such 90 day period will provide You with reasonable assistance in mitigating any disruption this may cause. CatchProbe also reserves the right, at any time, to impose or restructure any fees charged for Your use of the Services.

Subscription and Free Trial

Subscription

CatchProbe requires payment of a fee for use of the Services (or certain parts thereof), and You are required to purchase a subscription (“Subscription”) for such use. When you purchase a Subscription (each purchase, a “Transaction”), You expressly authorize us (or our third-party payment processor) to charge You for such Transaction.

Payment

Unless otherwise agreed in an Order Form entered into between You and CatchProbe, when You purchase a Subscription, you will be charged the Subscription fee, plus any applicable taxes, and other charges (“Subscription Fee”), at the beginning of your Subscription and each subscription period (e.g., monthly or annually, as specified when you purchase such Subscription) thereafter, at the then-current Subscription Fee. We (or our third-party payment processor) will automatically charge you each period on or about the applicable anniversary of the calendar day of the commencement of your Subscription, using the Payment Information You have provided until You cancel your Subscription.

By agreeing to these Terms of Use and electing to purchase a Subscription, You acknowledge that your Subscription has a one time or recurring payment features and You accept responsibility for all recurring payment obligations prior to cancellation of Your Subscription by you or CatchProbe. Your Subscription continues until cancelled by You or we terminate your access to or use of the Services or Subscription in accordance with these Terms of Use. If You have entered into an Order Form with CatchProbe, Your Subscription Fee will be payable as set forth in the Order Form.

Unless otherwise agreed in an Order Form entered into between You and CatchProbe, You can change the Service Capacity applicable to Your Subscription at any time during the Subscription period. If you upgrade the Package or Packages, You will be charged the applicable pro-rata Fee for the upgraded Package. If You downgrade the Package, Your change will be effective as of Your next billing cycle.

Cancelling Subscription

If something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason. Without limiting the foregoing, and unless otherwise agreed in an Order Form entered into between You and CatchProbe, You may cancel Your Subscription at any time, but please note that YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, you can send an email to support@catchprobe.com. You will be responsible for all Subscription Fees incurred for the then-current Subscription period.

Free Trials

CatchProbe may offer Subscriptions on a free trial basis ("Free Trial") for a specified period of time. If we offer You a Free Trial, the specific terms of your Free Trial will be provided at signup and/or in the promotional materials describing the Free Trial and your use of the Free Trial is subject to your compliance with such specific terms. Free Trials may not be combined with any other offer. We reserve the right to modify or terminate Free Trials at any time, without notice and in our sole discretion.

CatchProbe proprietary rights

The Services are protected by copyright, trademark, and other laws of the United States and foreign countries. CatchProbe and its licensors exclusively own or control all right, title and interest in and to the Services, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

User content rights

You retain ownership rights to the data or data files of any type that You upload to the Services for storage in a data repository, including Your logs, metrics and configuration settings ("User Content"). CatchProbe does not claim any ownership rights in any such User Content and nothing in these Terms of Use will be deemed to restrict any rights that You may have to use and exploit Your User Content. By making available any User Content through the Services, You hereby grant to CatchProbe a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to use, copy, adapt, modify, and otherwise exploit User Content for the purposes of providing You the Services and improving the Services for all CatchProbe users. CatchProbe does not generally view or disclose your User Content.

Occasionally CatchProbe may need to view User Content in connection with servicing the Site. CatchProbe may also perform statistical analyses on User Content in connection with developing or optimizing our Services. CatchProbe will only disclose User Content to its employees, contractors, and affiliated organizations that (i) need to know that information in order to process it on CatchProbe's behalf or to provide the Services, and (ii) that have agreed not to disclose it to others. Other than to its employees, contractors, and affiliated organizations, as described above, CatchProbe discloses User Content only when required to do so by law, or when CatchProbe believes in good faith that disclosure is reasonably necessary to protect the property or rights of CatchProbe, third parties, or the public at large.

You acknowledge and agree that You are solely responsible for all User Content that You make available through the Services. You will ensure that Your use of the Services and all User Content is at all times compliant with Your privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. You represent and warrant to CatchProbe that You have sufficient rights in the User Content to grant the rights granted to CatchProbe under these Terms of Use and that the User Content does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party.

CatchProbe will use commercially reasonable efforts to maintain security of User Content while on its servers, including employing all applicable industry standard measures to maintain the security of such User Content. If the condition, existence or format of Your User Content jeopardizes the availability of the Services or the preservation of any information or data of CatchProbe or a third party, CatchProbe reserves the right to delete such User Content or prevent it from being uploaded to the Services.

Confidentiality

CatchProbe may disclose information to You that is either marked as confidential information or is indicated, in actions or words, as confidential when the information is shared. This includes any proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, any and all Services information generally shared with You, Information gained through Your use of the Services, business plans, product information, pricing, financial plans, know how, strategies, and other similar information ("Confidential Information"). Confidential Information will not include information that: (i) is in or enters the public domain without breach of these Terms; (ii) You can reasonably demonstrate was in Your possession prior to first receiving it from CatchProbe; (iii) You can demonstrate was developed independently by You, and without use of or reference to, the Confidential Information; or (iv) You received from a third party without restriction on disclosure and without breach of a nondisclosure obligation. In addition, You may disclose Confidential Information that is required by law, or by a subpoena or order issued by a court of competent jurisdiction (each, an "Order"), and where such Order is shown You shall: (a) give CatchProbe a written notice of the Order within 24 hours after receiving it; and (b) cooperate fully with CatchProbe to provide it the opportunity to interpose any objections it may have to disclosure of the information required by the Order and seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth You will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

Upon receipt of such information, You will maintain in confidence, during the term of these Terms and for three (3) years following the effective date of termination of these Terms, the Confidential Information, and will not use such Confidential Information except as expressly permitted in these Terms (provided that Confidential Information defined as a trade secret under any applicable law shall be maintained in confidence so long as it retains its confidentiality status under such laws). You will use the same degree of care in protecting the Confidential Information as You use to protect Your own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used solely for the purpose of carrying these Terms, and You may only disclose Confidential Information to Your directors, officers, employees and/or contractors who need to know such Confidential Information in order to perform their duties under these Terms, and if such directors, officers, employees and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained herein.

You acknowledge that any unauthorized disclosure of Confidential Information will result in irreparable injury to CatchProbe, which injury could not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the CatchProbe will be entitled to seek and obtain injunctive relief against any breach or threatened breach by You of the confidentiality obligations hereunder, from any court of competent jurisdiction, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security.

User restrictions

You agree not to do any of the following in connection with using the Services:

- Reverse engineer, disassemble, decompile or otherwise attempt to derive source code from any software provided to You in connection with the Services, except as otherwise agreed to by You and CatchProbe in a separate written agreement ;
- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances (including but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances).
- Use, display, mirror, frame or utilize framing techniques to enclose the Services, or any individual element or materials within the Services, CatchProbe's name, any CatchProbe trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without CatchProbe's express written consent;
- Access, tamper with, or use non-public areas of the Site, CatchProbe's computer systems, or the technical delivery systems of CatchProbe's providers; Attempt to probe, scan, or test the vulnerability of any CatchProbe system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by CatchProbe's or any of CatchProbe's providers or any other third party (including another user) to protect the Services or Content;

- Attempt to access or search the Services or Content through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than tools that access or search the Services through the API, software and/or search agents provided by CatchProbe or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari or Opera);
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a CatchProbe trademark, logo URL or product name without CatchProbe's express written consent;
- Use the Services or Content for the benefit of any third party or in any manner not permitted by these Terms of Use;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express prior permission, or for commercial or unlawful purposes;
- Impersonate or misrepresent Your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;
- "Stalk" or otherwise harass anyone;
- Post non-local or otherwise irrelevant content, repeatedly post the same or similar content; or
- Encourage or enable any other individual to do any of the foregoing.

CatchProbe will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Site security issues, to the fullest extent of the law. CatchProbe may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that CatchProbe has no obligation to monitor Your access to or use of the Services or Content or to review or edit any User Content, but has the right to do so for the purpose of operating the Services, to ensure Your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. CatchProbe reserves the right, at any time and without prior notice, to remove or disable access to any Content, including any User Content, that CatchProbe, in its sole discretion, considers to be in violation of these Terms of Use or otherwise harmful to the Services.

[Links to third-party websites or resources](#)

The Services may contain features and functionalities that may link You or provide You with access to third party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Warranty disclaimers

YOU AGREE THAT USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE SERVICES AND THE CONTENT ARE PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that Your use of the Services will be uninterrupted or error-free, nor that we will review any User Content for accuracy or that we will preserve or maintain the User Content data without loss. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

High Risk Activities

The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, “High Risk Activities”). CATCHPROBE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

Limitation of liability

UNDER NO CIRCUMSTANCES SHALL CATCHPROBE (OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES OR CONTENT) BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OR ANY KIND, RESULTING FROM OR IN CONNECTION WITH THESE TERMS OF USE OR FROM USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CATCHPROBE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN SOME JURISDICTIONS, EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE NOT PERMITTED. IN SUCH JURISDICTIONS, THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

Upon any termination of Your use of the Services, You may request that Your Direct Customer Information be deleted.

IN NO EVENT WILL CATCHPROBE’S TOTAL LIABILITY RESULTING FROM OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED, IN THE AGGREGATE, THE HIGHER OF: (A) TEN THOUSAND DOLLARS; OR (B) 100% OF THE FEES PAID TO CATCHPROBE UNDER THESE TERMS OF USE DURING THE CURRENTLY EFFECTIVE SUBSCRIPTION PERIOD.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CATCHPROBE AND YOU.

Indemnification

You agree to indemnify and hold CatchProbe, its officers, subsidiaries, affiliates, successors, assigns, directors,, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of (i) User Content You submit, post or make available through the Services, (ii) Your use of the Services or Content, and (iii) Your violation of these Terms of Use.

Feedback

We welcome feedback, comments and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by emailing us at support@CatchProbe.com, or via CatchProbe’s community communication tools, such as wikis and bulletin boards. If you provide us any Feedback, You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit such Feedback for any purpose.

Survival

Upon termination, discontinuance or cancellation of the Services or your Account, the following sections will survive: “CatchProbe Proprietary Rights”, “Warranty Disclaimers”, “Indemnification”, “Limitation of Liability”, “Governing Law and Jurisdiction”, “Integration and Severability”, “Assignment”, “Notices”, and “Waiver of Rights”.

Governing law and jurisdiction

These Terms of Use, Your rights and obligations, and all actions contemplated by these Terms of Use shall be governed by the laws of the California, without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the state courts of the State of California for the county of San Francisco or the United States District Court for the Northern District of California. You also agree that regardless of any statute or law to the contrary, any claim or cause of action arising from or related to the use of the Services must be filed within one year after such claim or cause of action arose or be forever barred. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Integration and severability

Unless You and CatchProbe have entered into a separate written agreement, these Terms of Use, together with all Order Forms in effect, constitute the entire agreement between You and

CatchProbe with respect to the Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between You and CatchProbe with respect to the Services. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Assignment

You may not assign or transfer these Terms of Use, by operation of law or otherwise, without CatchProbe's prior express written consent. Any attempt by You to assign or transfer these Terms of Use, without such consent, will be null and of no effect. CatchProbe may assign or transfer these Terms of Use, in its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications provided by CatchProbe under these Terms of Use, including those regarding modifications to these Terms of Use, will be given: (i) via email; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Waiver of rights

CatchProbe's failure to enforce any right or provision of these Terms of Use will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of CatchProbe. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.

Compliance and U.S. government end users

You agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing: (a) You represent and warrant that you are not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) You will not (and will not permit any third parties to) access or use any Services in violation of any U.S. export embargo, prohibition or restriction; and (c) You will not submit to any Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any CatchProbe employees or agents in connection with these Terms of Use. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify CatchProbe.

CatchProbe provides each Service for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in these Terms of Use. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with CatchProbe to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

Headings for convenience only

Headings are for convenience only and have no legal or contractual effect.

Contact

If You have any questions about the Terms of Use, please contact us at legal@catchprobe.com.