

CLICK-TO-ACCEPT LICENSE

THIS KATO SPACES PORTAL TERMS OF USE ("AGREEMENT") IS A LEGAL DOCUMENT BETWEEN YOU ("USER") AND KRENGEL TECHNOLOGY, INC. ("KATO SPACES"). THIS AGREEMENT STATES THE TERMS AND CONDITIONS UNDER WHICH YOU MAY ACCESS THE KATO SPACES PORTAL. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE KATO SPACES PORTAL. BY CLICKING THE ACCEPT BUTTON AND ACCESSING THE KATO SPACES PORTAL YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, USER SHALL NOT USE OR ACCESS THE KATO SPACES PORTAL.

KATO SPACES PORTAL TERMS OF USE

This KATO SPACES PORTAL Terms of Use ("Agreement") is made as of the Effective Date, by and between Kato Integrations, Inc. with offices located at 1443 Adams St Ste 3, Hutchinson, Minnesota, USA ("KATO SPACES") and you, the party identified as User ("User").

WITNESSETH

WHEREAS, KATO SPACES has established an IBM i Operating System development portal for use and access by users through the Internet ("KATO SPACES PORTAL"); and

WHEREAS, Clients (as defined hereinafter) and Associates (as defined hereinafter), collectively referred to as User, desire to access the KATO SPACES PORTAL and use the Software and Services (as defined hereinafter) in accordance with the terms and provisions of this Agreement; and

WHEREAS, KATO SPACES desires to provide Users (as defined hereinafter) access to the KATO SPACES PORTAL for purposes of developing IBM i Operating System software.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, User and KATO SPACES hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 – Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 – Definitions: The following definitions shall apply:

- (1) Access: The term "access" and variants thereof (including, without limitation, "accessing" and "accessible") shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) Associates: The term "Associates" shall mean employees of KATO SPACES and independent contractors hired by KATO SPACES.
- (3) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by KATO SPACES to receive Proprietary

Information and who agrees to maintain the propriety and confidentiality of such Proprietary Information.

- (4) Client: The term "Client" shall mean an individual or organization that has established access to the KATO SPACES PORTAL.
- (5) Data: The term "Data" shall mean any and all data and information used, stored on or transmitted through the KATO SPACES PORTAL, including (without limitation) the User Content.
- (6) Documentation: The term "Documentation" shall mean any and all written manuals, user's guides, and Policy Statements concerning the Data and KATO SPACES PORTAL as provided to User in printed or electronic form.
- (7) Effective Date: The term "Effective Date" shall mean the first date by which KATO SPACES assigns a Password to User or stores an authentication token for User (whichever is earlier).
- (8) Fee: The term "Fee" shall mean the amount of money to be paid by User for use of the KATO SPACES PORTAL or as specified in a Work Order (as the case may be).
- (9) Internet: The term "Internet" shall mean that certain global network of computers commonly referred to as the Internet.
- (10) Licensed Content: The term "Licensed Content" shall mean third party Technology incorporated in whole or part into the KATO SPACES Technology.
- (11) KATO SPACES Technology: The term "KATO SPACES Technology" shall mean the Password, Data, KATO SPACES PORTAL, Software, System, Documentation, and any and all Technology developed by or for KATO SPACES, including any and all technology and deliverables under any Work Order.
- (12) KATO SPACES PORTAL: The term "KATO SPACES PORTAL" shall mean that certain internet web site portal hosted on the System and located at URL: spaces.KATO SPACES.com , including (but not limited to) that certain personalized URL as assigned to User by KATO SPACES for purposes of accessing the System, Software and Services as well as information, data, communication, software and text transmitted through the KATO SPACES PORTAL and used or stored on the System.
- (13) Password: The term "Password" shall mean that certain unique access credential including a user name and password or personalized URL as assigned to User by KATO SPACES for purposes of accessing the KATO SPACES PORTAL.
- (14) Policy Statement: The term "Policy Statement" shall mean that certain written statement of policies (in printed or electronic form) concerning User access to

the KATO SPACES Technology and use of the KATO SPACES PORTAL (including, without limitation, the Software and Services) including (without limitation) the Privacy Statement as may be adopted by KATO SPACES and as modified by KATO SPACES from time-to-time.

- (15) Privacy Statement: The term “Privacy Statement” shall mean that certain written statement of privacy policies (in printed or electronic form) concerning User software, systems, data and information as may be adopted by KATO SPACES and as modified by KATO SPACES from time-to-time.
- (16) Proprietary Information: The term “Proprietary Information” shall mean the Password, Data, Documentation, Software, Policy Statement, and any and all information in connection with the KATO SPACES Technology which is disclosed to User by KATO SPACES or learned or obtained by User and is not: (i) conveyed to User by a third party; (ii) released by KATO SPACES without restriction; (iii) independently developed by User; and (iv) required by Court Order to be released by User.
- (17) Master Services Agreement: The term “Master Services Agreement” shall mean that certain Master Services Agreement by and between Connectira, LLC and Krengel Technology, Inc. [as may be assigned to KATO SPACES (as under common control with Krengel Technology, Inc.)].
- (18) Restatements: The term “Restatements” shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act and 18 U.S.C. § 1839.
- (19) Services: The term “Services” shall mean those certain services as provided by KATO SPACES to User through the KATO SPACES PORTAL and Work Orders (as the case maybe).
- (20) Software: The term “Software” shall mean the executable code for the administrative software interface providing User with facilities and utilities for developing software and systems for the IBM i Operating System on the System using the KATO SPACES PORTAL.
- (21) System: The term “System” shall mean computer systems and communications equipment owned or leased by KATO SPACES and used for hosting the KATO SPACES PORTAL as established by KATO SPACES under the terms of the Master Services Agreement.
- (22) Technology: The term “Technology” shall mean any and all information, data, applications, methodologies, techniques, ideas, solutions, processes, adaptations, products, concepts, procedures, works of authorship, KATO SPACES PORTAL, scripts, documentation, flow charts, diagrams, software, software libraries,

databases, data structures, data models, data dictionaries, fields, records, screen displays and graphic interfaces.

- (23) Unauthorized Access: The term “Unauthorized Access” shall mean any access to the KATO SPACES PORTAL except for the exclusive purposes of using the Software and Services; accessing, retrieving, and viewing Data; and inputting and retrieving User Content.
- (24) Unauthorized User: The term “Unauthorized User” shall mean any individual who accesses the KATO SPACES PORTAL except for: (1) Associates and Clients authorized by KATO SPACES to access the KATO SPACES PORTAL for purposes of using the Software and Services; accessing, retrieving, and viewing Data, and inputting and retrieving User Content; and (2) Authorized Persons who are authorized in writing by KATO SPACES to access the KATO SPACES PORTAL.
- (25) User: The term “User” shall mean Client, Associates, employees of Client, and independent contractors hired by Client.
- (26) User Content: The term “User Content” shall mean any and all User software, data and information developed, used, stored or transmitted through the KATO SPACES PORTAL by User in developing software and systems for the IBM i Operating System.
- (27) Work Order: The term “Work Order” shall mean those certain Work Orders signed by KATO SPACES and User under which User engages KATO SPACES for services or software (as the case maybe) as defined therein.

ARTICLE II: KATO SPACES PORTAL ACCESS

Section 2.01 – Access: KATO SPACES hereby grants User a non-exclusive and non-transferable license to access the KATO SPACES PORTAL subject to the terms and conditions of this Agreement.

Section 2.02 – User Content: User may develop, input, retrieve, and modify User Content in connection with the Software and Services using the KATO SPACES PORTAL. User shall not access or modify any Data or information except User Content. User hereby authorizes KATO SPACES to retrieve and use User Content as well as User data sourced from third party data integrators, data bases, data systems and data sources for purposes of providing Services to User.

Section 2.03 – Password: KATO SPACES shall assign User a Password for purposes of accessing the KATO SPACES PORTAL and using the Software and Services. User hereby accepts responsibility for, and shall be liable for, all access to the KATO SPACES PORTAL, Data, Software and Services in connection with the Password. User shall access the KATO SPACES PORTAL and the Software and Services only using the Password. User shall be responsible for the confidentiality and maintenance

of the Password. Modification of the Password shall be subject to written approval of KATO SPACES. All assignments of the Password by User shall be void.

Section 2.04 – Unauthorized Access: User shall prevent Unauthorized Users from accessing the KATO SPACES PORTAL using the Password. User shall prevent Unauthorized Access to the KATO SPACES PORTAL using the Password.

Section 2.05 – Lawful Purpose: User represents and warrants that User access to the KATO SPACES Technology and use of the KATO SPACES PORTAL shall not violate any contract, statute, rule, regulation or other obligation under which User is bound. User represents and warrants that User shall not access the KATO SPACES Technology or Services to conduct or solicit the performance of any business or activity that is tortuous or prohibited by law.

Section 2.06 – Policy Statement: User shall comply with the Policy Statement. KATO SPACES may modify the Policy Statement from time to time in the exclusive discretion of KATO SPACES. KATO SPACES shall comply with the Privacy Statement.

Section 2.07 – Back-Up: User shall perform routine backup of files stored on the System using commercially reasonable measures.

ARTICLE III: TERM OF AGREEMENT

Section 3.01 – Employment: User shall notify KATO SPACES immediately upon termination of employment or contracting services (as the case may be) with Client or KATO SPACES (as the case may be). Upon termination of employment or contracting services (as the case may be) with Client or KATO SPACES (as the case may be), this Agreement shall terminate and User shall cease all access to the KATO SPACES PORTAL.

Section 3.02 – Shut-off: KATO SPACES shall have the right to disable and deny the Password and terminate this Agreement without notice upon: (i) User's termination of employment or contracting services (as the case may be) with Client or KATO SPACES (as the case may be); (ii) User violation of Section 2.05; (iii) KATO SPACES receipt of notice from a third party (including, without limitation, Connectria, LLC and Client) challenging use of the KATO SPACES PORTAL by User; (iv) Termination, cancellation or breach of the Master Services Agreement; (v) the failure of KATO SPACES to receive timely payment for access, products and services rendered to User hereunder; and (vi) Termination, cancellation or breach of contract services (as the case may be) between Client and KATO SPACES.

Section 3.03 – Deactivation and Removal: Upon termination of this Agreement, KATO SPACES shall have the right to disable and deny the Password and cease all User access to the KATO SPACES PORTAL. Upon termination of this Agreement, KATO SPACES shall remove, migrate, destroy, or convert (as the case may be) all User Content in its possession. User shall destroy or return (as requested by KATO SPACES) any copies of KATO SPACES property in possession of User.

ARTICLE IV: HOSTING AND SUPPORT

Section 4.01 – Hosting: User hereby acknowledges that the KATO SPACES PORTAL is hosted under the Master Services Agreement and subject to the terms thereof. User hereby releases, indemnifies and holds harmless KATO SPACES for the performance of Connectria, LLC under the Master Services Agreement.

Section 4.02 – Disaster Recovery: User shall be responsible for disaster recovery and planning using the KATO SPACES PORTAL and the facilities provided by Connectria, LLC. User shall administer security procedures using the KATO SPACES PORTAL as supported by Connectria, LLC, including SSL Certificate management and establishing and maintaining firewalls.

Section 4.03 – Work Orders: KATO SPACES shall provide the services set forth in a Work Order.

Section 4.04 – Service Levels: The KATO SPACES PORTAL shall be accessible by User in accordance with the scheduled availability of the System under the Master Services Agreement, less downtime attributable to: (i) scheduled network, hardware or service maintenance; (ii) the acts or omissions of User; or (iii) Internet failure.

Section 4.05 – Support: KATO SPACES shall resolve reported defects in the KATO SPACES PORTAL as may be reported by User via telephone or email. KATO SPACES shall provide User with telephone and email consultations in answering questions concerning use of the KATO SPACES PORTAL, subject to the discretion of KATO SPACES.

Section 4.06 – Fee: User shall pay the Fee. Failure to pay the Fee shall be cause for cancellation of access to the KATO SPACES PORTAL and Work Order (as the case may apply). KATO SPACES shall not refund any portion of the Fee in the event of cancellation, termination or otherwise.

ARTICLE V: INTELLECTUAL PROPERTY

Section 5.01 – Ownership and Title: Title to the KATO SPACES Technology (excluding Licensed Content and User Content), including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of KATO SPACES.

Section 5.02 – Reverse Engineering: Customer shall not reverse engineer the KATO SPACES PORTAL and shall use reasonable efforts to prevent reverse engineering of the KATO SPACES PORTAL.

Section 5.03 – Modifications: User shall not copy the KATO SPACES PORTAL and Documentation and shall not allow the KATO SPACES PORTAL and Documentation to be copied without the prior written consent of KATO SPACES. User shall not modify the KATO SPACES PORTAL and Documentation and shall not allow the KATO SPACES PORTAL and Documentation to be modified without the prior written consent of KATO SPACES. If the KATO SPACES PORTAL or Documentation is

modified, such modifications shall be the sole and exclusive property of KATO SPACES and KATO SPACES shall own any and all of the rights, title, and interests to such modifications, including (but not limited to) any and all copyrights, patents, and trade secrets related thereto.

Section 5.04 – Proprietary Information: User shall not disclose Proprietary Information except to Authorized Persons. User shall hold Proprietary Information in strict confidence and shall not duplicate, use or disclose Proprietary Information except as otherwise permitted under this Agreement. User hereby acknowledges and agrees that the Proprietary Information derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts under the circumstances to maintain its secrecy; and is a trade secret as defined under the Restatements.

Section 5.05 – No Contest: User shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets of KATO SPACES in connection with the KATO SPACES Technology.

Section 5.06 – Employee Pirating: User shall not induce or solicit (directly or indirectly) any Associate of KATO SPACES to leave the employ or hire of KATO SPACES or engage (directly or indirectly) the services of such Associates (as an employee, consultant, independent contractor or otherwise) without the prior written consent of KATO SPACES.

Section 5.07 – Noncompete: User shall not (directly or indirectly) promote, advertise, market or provide any product or service similar to or competitive with the KATO SPACES PORTAL.

ARTICLE VI: WARRANTY

Section 6.01 – Warranty: KATO SPACES hereby represents and warrants that the KATO SPACES PORTAL shall be provided on a reasonable efforts basis and shall conform to the standards generally observed in the industry for similar services.

SECTION 6.02 – WARRANTY LIMITATION: THE WARRANTY SET FORTH IN SECTION 6.01 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE WARRANTY SET FORTH IN SECTION 6.01, KATO SPACES HEREBY DISCLAIMS AND USER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY. THE KATO SPACES PORTAL IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. KATO SPACES DOES NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THE KATO SPACES PORTAL. KATO SPACES DOES NOT MAKE ANY WARRANTY AND USER HEREBY WAIVES ANY AND ALL WARRANTIES AS TO THE RESULTS

OBTAINED FROM THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF THE KATO SPACES PORTAL. USER HEREBY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF USER AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS AND THE POLICY STATEMENT. KATO SPACES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR HARM OR DAMAGES RESULTING FROM OR ARISING OUT OF USER INABILITY TO USE THE SERVICES.

Section 6.03 – Inaccuracies: User hereby acknowledges that the Data may contain errors, inaccuracies and omissions. User shall assume any and all risk of loss, harm or damage associated with User access to and use of the KATO SPACES Technology.

Section 6.04 – Express Warranties: User hereby acknowledges and agrees that KATO SPACES (including officers, employees, agents, directors and independent contractors of KATO SPACES) has not made or granted to User any express warranties concerning the KATO SPACES Technology, excepting the warranty in Section 6.01.

Section 6.05 – Limitation of Damages: KATO SPACES shall not be liable to User for any lost profits or consequential, exemplary, incidental or punitive damages, in connection with (i) use, performance or operation of the KATO SPACES PORTAL or Services; (ii) use, performance or operation of the Internet or use of the Internet by User; and (iii) loss of Data, regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether KATO SPACES has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

Section 6.06 – Remedies: The sole remedy for User for any reason and for any cause of action whatsoever in connection with this Agreement and the KATO SPACES PORTAL or Services, regardless of the form of action, whether in contract or in tort, including negligence, shall be modification of the KATO SPACES PORTAL, as determined by KATO SPACES, for compliant access and use by User.

Section 6.07 – Force Majeure: KATO SPACES shall not be liable to User for failing to perform its obligations hereunder because of circumstances reasonably beyond the control of KATO SPACES. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of User to cooperate with the reasonable requests of KATO SPACES, breach of this Agreement by User, failure of Connectria under the Master Services Agreement and any other events reasonably beyond the control of KATO SPACES.

Section 6.08 – Content Warranty: User represents and warrants that any and all information provided by User in connection with this Agreement, the Password, Services, and the User Content are true, accurate, complete and current.

Section 6.09 – Indemnification: User shall release, defend, indemnify and hold harmless KATO SPACES from and against any and all claims, liability, losses and damages arising in connection with: (1) User access to the KATO SPACES Technology; (2) use of the Services by User; (3) the User Content; and (4) breach of this Agreement by User.

Section 6.10 – Export Assurance: User shall not perform any act in conflict with or in violation of any applicable export laws and regulation.

Section 6.11 – Loss of User Content: Programming, design errors, maintenance of the KATO SPACES PORTAL or Services, or unauthorized access to the KATO SPACES PORTAL or Services may result in the loss of User Content. KATO SPACES shall not be responsible for any loss of User Content.

ARTICLE VII: MISCELLANEOUS

Section 7.01 – Assurances: User represents and warrants that all representations, warranties, recitals, statements and information provided to KATO SPACES under this Agreement are true, correct and accurate as of the Effective Date.

Section 7.02 – Entire Agreement: This Agreement contains the entire understanding of the parties relating to the KATO SPACES Technology and supersedes all previous verbal and written agreements between KATO SPACES and User relating to the KATO SPACES Technology. The Policy Statement (as modified by KATO SPACES from time to time) is incorporated herein by this reference and made a part of this Agreement.

Section 7.03 – Continuation: The terms and provisions of Articles V of this Agreement shall survive termination and cancellation of this Agreement.

Section 7.04 – Amendments and Modifications: Excepting modifications to the Policy Statement, any alteration, modification or amendment of this Agreement shall be void unless such alteration, modification or amendment is in writing and signed by the parties hereto.

Section 7.05 – Severability: If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

Section 7.06 – Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 7.07 – Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.08 – Governing Law: This Agreement is governed by the laws of the State of Minnesota, without regard to any rules of conflict or choice of laws that require the application of laws of another jurisdiction, and venue shall be St. Paul, Minnesota.

Section 7.09 – User Notice: All notices shall be in writing. Notices to User shall be deemed delivered when delivered

electronically, by commercial overnight delivery service, by Certified or Registered Mail - Return Receipt Requested - or by hand to an address set forth for User as maintained in KATO SPACES's records. Notices to User shall be deemed given on the date notice is delivered electronically or by hand to User or on the date of receipt by User (as evidenced in the case of Certified or Registered Mail by Return Receipt), whichever occurs first. Notices delivered to User electronically (including, without limitation, electronic mail) shall be deemed written notices.

Section 7.10 – KATO SPACES Notice: Notices to KATO SPACES shall be deemed delivered when delivered by commercial overnight delivery service, Certified or Registered Mail - Return Receipt Requested - or by hand to the person and address set forth in the statement of parties above for KATO SPACES. Notices to KATO SPACES shall be deemed given on the date notice is received by KATO SPACES (as evidenced in the case of Certified or Registered Mail by Return Receipt).

Section 7.11 – Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, singular or plural, as the context shall require.

Section 7.12 – Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy to KATO SPACES. In addition to all other remedies that may be available at law or equity, KATO SPACES shall have the rights of specific performance and injunction in the event of a breach or threatened breach of this Agreement by User.

Section 7.13 – Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to equitable remedies and remedies provided by law. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.

Section 7.14 – Assignments: Any and all assignments of rights hereunder by User shall be void.

Section 7.15 – Public Announcements: All public announcements concerning the KATO SPACES Technology or the relationship of User and KATO SPACES under this Agreement shall be subject to the prior written approval of KATO SPACES.

Section 7.16 – Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in St. Paul, Minnesota. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Three Qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of the American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure.

Section 7.17 – Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees

and expenses of arbitrators and administrative fees and expenses of arbitration).