

1. Use of Our Service

Centros, LLC d.b.a. "KORTX" provides a data service for collecting, analyzing and exporting audience data for the purpose of marketing and the customization of user experiences.

A. Eligibility

You may use the Service only if you can form a binding contract with KORTX, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by KORTX.

B. Member Accounts

You will need to register with KORTX and create an account. Your account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify KORTX immediately of any breach of security or unauthorized use of your account. KORTX will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings in your Account Page. By providing KORTX your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your Account Page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

C. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the KORTX servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software

agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability if in our sole determination you violate any provision of this Agreement.

2. License Grant; Restrictions

A. Grant

Subject to the terms and conditions of this Agreement (including any restrictions on any applicable Authorization Form), you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, freely revocable, license to use the Service solely for the purpose of collecting, analyzing and exporting data. You may only integrate the Service on any properties owned, operated or controlled by you or properties that you have legal permission or rights to access ("Sites"). KORTX reserves all rights not expressly granted herein in the Service and the KORTX Content (as defined in Section 3). You are granted a non-exclusive, limited license during the Term to (i) place the KORTX tracking code on Sites (defined below) for the purpose of collecting data for the Service, (ii) use the KORTX APIs for the purpose of collecting data for the Service and calling data from the Service to export data to your other systems. "Sites" means those websites, Third Party Platforms (defined below), applications or devices owned or controlled by You or a third party (a) for which You wish to, and have the legal authority to, use the KORTX tracking code, KORTX APIs or any other collection methods to collect data for the Service, or (b) for which You otherwise wish to, and have the legal authority to, upload data through the Service. In connection with your use of the Service, the following data may be included in the Service: (1) data collected for your Account via the KORTX tracking code or KORTX APIs ("Information"); (2) data and materials from Third Party Platform providers or other third party services that Client authorizes uploading onto Client's Account through the use of your credentials for such Third Party Platform ("Third Party Authenticated Data"); and (3) data and materials from Third Party Platform providers or other third party services that are uploaded onto the Platform using methods provided by such third party, such as third party APIs ("Third Party Available Data"). "Third Party Platform" means a third party application platform through which the Service integrates. Third Party Authenticated Data and Third Party Available Data are collectively referred to herein as "Third Party Data". Information and all Third Party Data are collectively referred to herein as "Service Data".

B. Restrictions

Except as expressly permitted under Section 2(A), you agree not to use, copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software underlying the Service or any part thereof, unless this is expressly permitted or required by law, or unless authorized by KORTX in writing.

3. Ownership Rights

A. KORTX's Proprietary Rights

As between you and KORTX, KORTX and its licensors exclusively own all right, title and interest in and to the Service, including without limitation any improvements thereto, Updates, and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, and copyrights (the "KORTX Content"), and all Intellectual Property Rights (as defined below) related thereto and derivative works of the foregoing. Except as expressly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights (as defined below), and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the KORTX Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

B. Your Proprietary Rights

Sites. As between you and KORTX and subject to Section 3(C), you own all right, title and interest in and to your Sites and all data and content embedded thereon or contained therein (excluding the Service), and any Intellectual Property Rights for any of the foregoing embodied therein.

Information we collect. Information (as defined herein) we collect will be and will remain your property. We may use the Information we collect from our Service to provide, maintain, protect and improve the Service. "Information" means any anonymous user information, marketing profile data, and other content or information provided by you, directly or indirectly, to KORTX in connection with your use of the Service. KORTX shall only use this Information in accordance with KORTX's Privacy Policy located at <https://kortex.io/privacy-policy/>. This includes without limitation, using this Information in aggregate form to improve the Service.

C. Licenses to KORTX

Your Information. You expressly grant, and you represent and warrant that you have all rights necessary to grant, to KORTX, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, develop, transmit, distribute, modify, reproduce, publicly display, and create derivative works of any Information for the purposes of (a) providing the Services (b) developing, maintaining, supporting, and improving the Services so long as any Information relating to end users of the Sites is not reasonably identifiable with an individual; (c) marketing, promoting and advertising the Services so long as any Information relating to end users of the Sites is not reasonably identifiable with an individual; and (d) creating and distributing reports so long as any Information relating to end users of the Sites is not reasonably identifiable with an individual.

Marketing. You agree that KORTX may identify you as a customer of KORTX and use your logo in connection with any marketing, promotion, or advertising of the Service.

Feedback and Improvements. You may choose to or we may invite you to submit comments, suggestions, feedback, or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place KORTX under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, KORTX does not waive any rights to use similar or related ideas previously known to KORTX, or developed by its employees, or obtained from sources other than you.

4. Free Services

If you receive a free or unsubscribed access subscription (“Free Access Subscription”) to the Service or a beta release product (“Beta Release”), then you may use the Service or Beta Release in accordance with the terms and conditions of this Agreement for the period designated or for the purpose designed (e.g. Free Report) in the order form or otherwise by KORTX. KORTX may terminate or immediately suspend your Free Access Subscription at any time for any reason without liability to you. KORTX may revoke your right to use any Beta Release and any related services at any time without liability and does not guarantee that future versions of a Beta Release will be made available under the same commercial or other terms. Any Information collected via the Free Access Subscription, may be used by KORTX for benchmarking or to provide marketing recommendations. You acknowledge your Free Access Subscription or Beta Release may not be complete or fully functional and may contain bugs, errors, omissions and other problems. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, KORTX WILL HAVE NO WARRANTY, INDEMNITY OR SUPPORT OBLIGATIONS WITH RESPECT TO FREE ACCESS SUBSCRIPTIONS OR BETA RELEASES.

5. Third-Party Products, Sites, and Services

Non-embedded products and professional services (“Third-Party Services”) may be provided by third parties which interoperate with or are used in connection with the free or paid Service. These products and services include non-KORTX apps available from, for example, the following: our marketplace page and partner directory.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, KORTX WILL HAVE NO WARRANTY, INDEMNITY OR SUPPORT OBLIGATIONS WITH RESPECT TO THIRD-PARTY SERVICES.

6. Paid Services

A. Billing Policies.

Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the terms of sale, pricing, payment and billing policies applicable to such fees and charges, posted or linked here. KORTX may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

B. Refunds

No Refunds. In the event you cancel your subscription, you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

C. Subscription Terms

You acknowledge and agree that you shall be responsible for paying all fees due for the full term of your subscription, whether or not you cancel such subscription prior to the end of such term. You further acknowledge and agree that the term of your subscription shall automatically renew for additional successive terms equal to the period of your initial term, unless you provide KORTX with notice of your intent not to renew your subscription at least sixty (60) days prior to the end of the then-current subscription term. For monthly subscription term, you shall be responsible for paying all fees until you terminate such monthly subscription. You shall provide at least ten (10) days written notice of termination prior to the end of the then current month.

D. Payment Information; Taxes

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You shall pay all applicable subscription fees, including any sales, excise, service, use or other taxes now or hereafter imposed upon or required to be collected by KORTX by any authority in connection with or arising from the Service and/or this Agreement, excluding taxes based upon KORTX's net income. You shall pay each invoice issued by KORTX by the applicable due date and in the currency specified by KORTX. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less.

7. Consent to the Collection and Use of Information; Security

A. Consent to Collection and Use of Information

In connection with any Information, you hereby represent and warrant that (a) any personally identifiable information, including without limitation if such information is in aggregate form, about your end users that you provide to KORTX, directly or indirectly, hereunder was, is, and will be collected with the informed consent of such end users, (b) you have obtained all necessary rights, releases, and permissions to provide such Information to KORTX, and (c) the collection, use, and disclosure of such information by you does not violate any laws or rights of any third party, including without limitation any Intellectual Property Rights, rights of privacy, or rights of publicity, and is not inconsistent with the terms of any applicable privacy policies.

KORTX takes no responsibility and assumes no liability for any Information that you or any other User or third party provides, posts, publishes or transmits over the Service. You shall be solely responsible for Information and the consequences of using, disclosing, or transmitting it, and you agree that KORTX is only acting as a passive conduit.

B. Security

We have implemented commercially reasonable and industry standard technical and organizational measures designed to secure Information from accidental loss and from unauthorized access, use, alteration or disclosure. However, you acknowledge that KORTX cannot guarantee that unauthorized third parties will never be able to defeat those measures.

8. Representations and Warranties

Each party warrants and represents that such party has full right, power, and authority to enter into and perform this Agreement without the consent of any third party. You hereby represent, warrant, and covenant to use the Service in accordance with all applicable laws. KORTX represents, warrants and covenants that KORTX will use commercially reasonable efforts to prevent the Service from introducing into your computer systems, databases, or software, any virus or any other contaminants that may be used to access, alter, delete, disrupt, damage, disable, inhibit, or shut down your computer systems, databases, or software, in a manner other than in accordance with the terms of this Agreement.

9. Indemnity

Each party will indemnify and hold harmless the other party and its successors and their respective affiliates, officers, directors and employees against and from all third party: claims, actions, demands, damages, liability and expenses (including, without limitation, court costs and reasonable attorneys' fees) (together, "Claims") arising out of or in connection with the indemnifying party's breach or alleged breach of Sections 5, 6(A), or 7 of this Agreement. You will further indemnify and hold harmless KORTX and our successors and our affiliates, officers, directors and employees against and from all Claims arising out of or in connection with the Sites, including without limitation any

violation or alleged violation of any law or third-party rights by the Sites or any data, content, Third-Party Services, or information contained therein or transferred thereby. The indemnifying party's obligations are conditioned upon the indemnified party: (i) giving the indemnifying party prompt written notice of any Claim for which the indemnified party is seeking indemnity (provided however, the failure to give timely notice shall not relieve the indemnifying party of its obligations under this section except to the extent that such untimely notice materially impairs the ability of the indemnifying party to defend); (ii) granting complete control of the defense and settlement to the indemnifying party (provided however, the indemnified party may participate with counsel of its choosing at its own expense); and (iii) reasonably cooperating with the indemnifying party, at the indemnifying party's expense, in defense and settlement of such Claim. The indemnifying party shall not, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect to which indemnified party is or could be indemnified hereunder unless such settlement either (a) includes an unconditional release of the indemnified party from all liability on all Claims that are the subject matter of such proceeding or (b) is consented to in writing by the indemnified party (which consent shall not be unreasonably withheld).

10. No Warranty

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 7, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KORTX OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, KORTX, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

KORTX DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE KORTX SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND KORTX WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KORTX, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL KORTX BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KORTX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE. IN NO EVENT SHALL KORTX, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNTS PAID BY YOU TO KORTX UNDER THIS AGREEMENT DURING THE MOST RECENT TWELVE (12) MONTHS.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF KORTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from facilities in the United States. KORTX makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

12. Confidentiality

“Confidential Information” of either party will mean information disclosed to or learned by the receiving party concerning the disclosing party’s business, customers, products, proposed products, plans, inventions, processes and techniques, which is designated as “Confidential”, “Proprietary” or some similar designation or should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach on the part of the receiving party; (ii) the receiving party obtains from a third party rightfully, without breach of nondisclosure obligations and without restriction on disclosure; or (iii) the disclosing party regularly provides to others without restriction on disclosure. Except as explicitly authorized in writing by this Agreement or otherwise, each party will: (a) not use, for its own benefit or the benefit of any third party, the other party’s Confidential Information; and (b) use all reasonable care, but in no event less care than it takes to protect its own Confidential Information of similar importance, to protect the other party’s Confidential Information from unauthorized use, disclosure and publication. Both parties acknowledge that the breach of this Section 11 could cause great or irreparable injury to the disclosing party and that pecuniary compensation would not afford adequate relief, and therefore, that upon any such unauthorized disclosure by the receiving party, the disclosing party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. Within five (5) days after termination of this Agreement, each receiving party shall destroy or deliver to the disclosing party, at the disclosing party’s option, all materials in receiving party’s possession or control that contain or disclose any Confidential Information of the disclosing party.

13. Termination

KORTX, in its sole discretion, may terminate or suspend your account at any time if, in KORTX’s sole discretion, you violate any term or provision of this Agreement without prior notice or liability to you. If customer defaults in the performance of any material provision of this Agreement, including without limitation any payment obligations due under Section 6, then KORTX may give written notice to Customer that if the default is not cured within thirty (30) days the Agreement will be terminated. If KORTX gives such notice and the default is not cured during the thirty (30) day period, then the Agreement shall automatically terminate at the end of that period. Upon termination of your account, your right to use the Service will immediately cease and all amounts due shall become immediately due and payable. Sections 3, 4, 5, 6 (to the extent not satisfied) and 7-14 shall survive any termination or expiration of this Agreement. Upon termination of this Agreement for any reason, you shall cease all use of the Service and you shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Service and any the data, and shall so certify, if requested, to KORTX that such actions have occurred.

14. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by KORTX without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

15. General

A. Independent Contractors

Neither party has the ability to bind the other party to any agreements or other obligations and will not attempt to do so. KORTX and you are independent contractors, and nothing in this Agreement creates any partnership, joint venture or agency relationship. As between each other, each party is fully responsible for all persons and entities it employs or retains.

B. Use of Your Name

You agree that KORTX may use your name, logo, or any other identifying words or marks used by and/or associated with you to identify you as a customer of KORTX, for use in connection with marketing, promoting, and advertising the Service, for use in customer references and case studies involving you, and for use in other activities related to KORTX's business.

C. Governing Law

You agree that: (i) the Service shall be deemed solely based in Michigan; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over KORTX, either specific or general, in jurisdictions other than Michigan. This Agreement shall be governed by the internal substantive laws of the State of Michigan, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of a state court located in Oakland County, Michigan, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our Intellectual Property Rights, as set forth in the Arbitration provision below.

D. Arbitration

In the unlikely event that KORTX has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any KORTX claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Actions"), by binding arbitration by the American Arbitration Association ("AAA") in Oakland County, Michigan under the commercial rules then in effect for the AAA, except as provided herein. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing KORTX from seeking injunctive or other equitable relief from the courts as necessary to protect any of KORTX's Intellectual Property Rights or other proprietary interests. ALL ACTIONS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT,

BY ENTERING INTO THIS AGREEMENT, YOU AND KORTX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

E. Notification Procedures

All notices from you to KORTX must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, by facsimile with receipt confirmed, by electronic mail, to KORTX's addresses provided on the Service. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. KORTX may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by KORTX in our sole discretion. KORTX reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. KORTX is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

F. Entire Agreement/Severability

This Agreement, together with any Authorization Forms, amendments and any additional agreements you may enter into with KORTX in connection with the Service, shall constitute the entire agreement between you and KORTX concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

G. No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and KORTX's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.