

AFFILIATE PROGRAM AGREEMENT

Last Updated: February 2023

This Affiliate Program Agreement (“Agreement”) governs your participation in the Affiliate Program (as defined below) offered by Katalon, Inc. (“Katalon”) to you, as an affiliate program partner, and consists of the terms and conditions below and the terms of the Affiliate Program.

Please review this Agreement (including the Affiliate Program) carefully. “You” or “your” means your employer or another entity you represent, or you as an individual, as applicable. If you are entering into this Agreement on behalf of an entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to this Agreement; and (ii) after reading and understanding this Agreement, you agree to this Agreement on behalf of your employer or the respective entity (as applicable), and this Agreement shall bind your employer or such entity (as the case may be). PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY’S EMAIL ADDRESS IN REGISTERING FOR THE AFFILIATE PROGRAM.

DEFINITIONS. In addition to any capitalized terms defined elsewhere in the Agreement, the following capitalized terms have the following meanings:

“Affiliate Dashboard” means the online dashboard made available by Katalon at Katalon’s website which provides information regarding commissions and other aspects of the Affiliate Program.

“Affiliate Program” means Katalon’s marketing program (including associated terms and conditions governing such program) to incentivize affiliates and publishers to generate traffic and leads for the Offerings as described on Katalon’s website, the Affiliate Dashboard, and/or in an order form, as the case may be.

“Katalon IP” means the Marketing Materials, and Offerings (and all technology, data, documentation, information, or other content embodied therein).

“Marketing Materials” means the online or other marketing materials regarding the Offerings that Katalon makes available to you as part of the Affiliate Program.

“Offerings” means Katalon’s products and services identified in the Affiliate Program.

AFFILIATE PROGRAM.

Affiliate Program Overview. Katalon offers its Affiliate Program for business affiliates of Katalon to submit customer leads to Katalon via a standard link and earn commissions from the resulting sales of the Offerings as described below and in the Affiliate Program. Participation in the Affiliate Program is subject to acceptance of this Agreement and your adherence to the terms of the Affiliate Program. Participation in the Affiliate Program is not available to those who also participate in Katalon’s Business Partner Program.

You must register at Katalon’s website to be part of the Affiliate Program. Registration includes providing information for a contact within your organization. Contact information provided may be stored and used by Katalon in accordance with its Privacy Policy available at <https://katalon.com/terms>, and you consent to these uses.

Promotion. Once you have entered into this Agreement and registered for the Affiliate Program, you will be provided with a URL link (to use from your site, email, or other communications) to the online website where Katalon makes available the Offerings (“AP Link”). The AP Link must be used to identify you as the source of potential customer leads.

It is your responsibility to ensure (i) each AP Link to the online Katalon purchasing page for the licenses and subscriptions to the Offerings is correctly formatted and (ii) that you maintain effective cookies or other tracking mechanisms to ensure that you have a record of prospective customers who following the AP Link to the applicable Katalon Offering page. You shall also ensure that you maintain an appropriate privacy policy in compliance with applicable law that covers such tracking and other data collection practices regarding your website and other communications that contain the AP Link. Katalon shall not be responsible for prospective customers removing or preventing cookies or other tracking mechanisms that prevent Katalon from identifying or crediting you as the source of such potential customer leads, and you shall only receive credits for leads where Katalon can identify you as the source of such leads.

Subject to the terms of this Agreement, you may use the Katalon logos and marketing materials available online in the “Affiliates” section of the Katalon Affiliate Program for the purposes of promoting and making available the AP Link.

You agree to allow Katalon to list you as an affiliate program partner on the relevant Katalon Affiliate Program partner website. Katalon may include a link to your website, and Katalon may describe the Katalon/affiliate partner relationship in Katalon’s Affiliate Program web pages. You consent to these uses and promotions by Katalon.

Qualified Referrals. In order for a potential customer referred by you to be eligible for a Referral Commission the following conditions must be satisfied (“Qualified Referral”): (a) the potential customer must be a new customer, not someone renewing a previous license or subscription; (b) the potential customer must click through the unique AP Link from your site, email, or other communication to the Katalon Offering purchasing page; (c) Katalon must be able to identify you as the source of such new customer lead; and (d) the potential customer must complete Katalon’s relevant order form, enter into the relevant online license/subscription agreement with Katalon, and remit full payment for a paid license/subscription for the Offering, all within 45 days of the initial potential customer’s click-through on the AP Link. If the referred potential customer fails to make a purchase of an Offering with paid license/subscription within that 45-day period and later returns to make a purchase without following the AP Link, then that potential customer will not be a Qualified Referral for which you are eligible to receive a Referral Commission.

Terms of Sales. Katalon may determine in its sole discretion the method of contacting and following up with anyone referred to Katalon for a potential sale. Katalon shall have sole discretion to refuse to offer any Offerings to any person. The Offerings will be provided to Qualified Referrals pursuant to Katalon’s current online agreement unless otherwise separately negotiate by Katalon. You may not grant licenses or subscriptions to any Offerings.

Referral Commissions. Katalon will pay you a commission as set forth in the Affiliate Program (a “Referral Commission”). Unless otherwise expressly set forth in the Affiliate Program, the Referral Commission will be based on the Initial Net Revenue for each Qualified Referral. “Initial Net Revenue” means any license/subscription payments received by Katalon within the 45-day period of the initial

click-through on the AP Link from a Qualified Referral under the initial subscription term between Katalon and the Qualified Referral for the Qualified Referral's order(s) of Offering(s), less any taxes, subsequently credited charges, write-offs, refunds or charge backs. For the avoidance of doubt, Initial Net Revenue does not include (1) any amounts received for renewals after such Qualified Referral's initial subscription term, (2) amounts for products or services that are not Offerings, such as professional services, support services, training services or third party software products purchased by a Qualified Referral, (3) amounts that are owed by the Qualified Referral but have not actually been received by Katalon, or (4) amounts that are returnable or refundable to Qualified Referral.

Payment. Referral Commissions earned by you can be viewed on the Affiliate Dashboard made available as part of the Affiliate Program. Katalon may delay crediting of Referral Commissions subject to risk analysis considerations. If Katalon makes a refund to a Qualified Referral on which you have earned a Referral Commission, that refund amount will be deducted from the balance of Referral Commissions owed. Unless otherwise set forth in the Affiliate Program, Referral Commission payments will be paid on a monthly basis, usually within 30 days following the end of the calendar month in which Katalon receives the applicable Initial Net Revenue from the Qualified Referral. Referral Commissions will be paid at the end of given month only for transactions that are completed and for which Katalon receives payment of the Initial Net Revenue that month. Except as otherwise set forth in the Affiliate Program, Referral Commissions will only be paid for a given month if the total balance of Referral Commissions owed to you exceeds \$100; any balance under \$100 will be held over and paid in the next subsequent month in which the total balance of Referral Commissions exceeds \$100. Except as otherwise set forth in the Affiliate Program, payment will be made by wire transfer to the account specified by you. Except in the event of termination for your breach of this Agreement, Katalon will pay you Referral Commissions on Initial Net Revenue received following termination of this Agreement for any Qualified Referrals, provided the Qualified Referral's purchase occurs no later than 45 days after termination of this Agreement. Except as set forth in the Affiliate Program, no compensation is owed by Katalon for any marketing, promotion, referrals, sales or other activity by you. Each party shall bear its own expenses in conducting its activities with respect to the Affiliate Program. Each party is solely responsible for paying or otherwise discharging any taxes imposed upon its net income, assets or employees.

ACCESS, MARKETING MATERIALS AND AFFILIATE RELATIONSHIP.

Affiliate Dashboard. Subject to the terms and conditions of this Agreement, upon your qualification as an affiliate partner, Katalon grants you access the Affiliate Dashboard for the sole purpose of receiving information regarding the Affiliate Program and tracking your commissions under this Agreement. Use of the Affiliate Dashboard is subject to the terms of use and privacy policy available on the Katalon website. "User" means a named individual identified by an email address, including you as an individual and in the case of an entity, your employee or an authorized individual who participates in the Affiliate Program and is authorized to use the Affiliate Dashboard on your behalf. You and your Users' protection of their IDs and passwords is an integral part of maintaining the privacy and integrity of data in the Affiliate Dashboard. You shall keep confidential and not disclose, nor permit any User to disclose, any ID or password to third parties. You shall notify Katalon immediately of any unauthorized use of any ID or password or any other known or suspected breach of security with respect to your use of the Affiliate Dashboard. Additional guides, requirements and conditions for use of the Affiliate Dashboard are located within the Affiliate Dashboard itself or in the Affiliate Program.

Marketing Materials. Subject to the terms and conditions of this Agreement, Katalon grants you a non-transferable and non-exclusive license during the term of this Agreement to use the Marketing Materials for the sole purpose of marketing the Offerings to actual or prospective customers. You shall not delete or modify any legends, copyright notices, or Katalon branding or trademarks on any Marketing Materials.

Trademarks. “Marks” means the logos, designs, trade names, trademarks, service names and service marks supplied by Katalon to you for use as part of its activities under the Affiliate Program. During the term of this Agreement, Katalon grants you a nonexclusive, nontransferable license to include the Marks solely on your website(s) and in its email communications with potential customers for the Offerings as part of the linking and referral activities of the Affiliate Program. Any such use is subject to your compliance with Katalon usage guidelines, including but not limited to Katalon’s marketing guidelines (as may be updated from time to time in Katalon’s sole discretion). All goodwill from use of the Marks will inure to Katalon’s benefit. You shall not (a) use or register in any jurisdiction any of the Marks or any trademark or service mark that is confusingly similar to the Marks or contains any of the Marks; (b) do anything which is or may be construed to be inconsistent with the ownership of Katalon in its Marks; (c) use Katalon's Marks, or permit them to be used or exploited, in a manner that is deceptive or misleading or that reflects unfavorably on the good name, goodwill, reputation or image of Katalon, Katalon's Marks, or Katalon products or services, or in any manner that is inconsistent with or contrary to applicable laws; (d) adopt or use for purposes not specified in this Agreement any trade name, logo, mark, graphic, slogan or designation that includes or is confusingly similar to, or a simulation or colorable imitation of, Katalon's Marks; or (e) incorporate Katalon's Marks into a common graphic device with other names, marks, logos or designations, including those that belong to you. Except as expressly set forth herein, Katalon alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Marks.

Relationship of Parties. The relationship between the parties to this Agreement is and shall be that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create an employer-employee or franchisor-franchisee relationship; (c) give either party the authority to bind the other party to any contract with a third party; (d) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (e) appoint you as a commercial or other agent of Katalon. Any use of the term “partner” by a party in the course of the parties’ relationship in no way conveys any authority for one party to act on behalf or bind another other than as explicitly set forth herein.

Conduct. You shall not (a) receive any payments for Offerings directly from a Qualified Referral; (b) use any intermediaries or third-party agents to market the Offerings or to identify or refer prospective customers; (c) make any statement or claims regarding the Offerings or Katalon that are false, misleading, disparaging or otherwise inconsistent with any Katalon Marketing Materials, (d) engage in illegal or unethical marketing practices with respect to the Offerings (e.g., spam emails, violations of telephone or telecommunications marketing laws or regulations, violations of privacy laws); or (e) incur any liability on behalf of Katalon or in any way represent or bind Katalon in any manner. You shall maintain a legally valid privacy policy governing information it collects and uses from individuals related to the Affiliate Program. You shall ensure that in all your dealings relating to the Offerings, you will clearly indicate that you are acting independently of Katalon and not as its employee or agent. You shall defend Katalon from and against any third-party claim arising from any breach your responsibilities in this Agreement and shall pay any award of damages and costs made

against Katalon in a final judgment by a court of competent jurisdiction, or any amount in settlement, arising out of those claims.

Data and Privacy. You will comply with all applicable privacy, security and other laws, including, as applicable, the California Consumer Privacy Act and the EU General Data Protection Regulation, and all other laws relating to user and customer data. You will have obtained all necessary consents and provided all necessary notices in accordance with all applicable laws and regulations (including data privacy laws) for any personal data, user or customer data or profiles provided to Katalon in connection with this Agreement and any referral, including necessary consents and notice to transfer such data and profiles to Katalon, and for Katalon to process and use such data and profiles, in connection with Katalon's product offerings. You acknowledge and agree that Katalon may use data and information you provide to Katalon (including all personal data, user and customer data and profiles provided to Katalon) in connection with this Agreement, including to market and sell Katalon products and services to prospects and Qualified Referrals.

Non-exclusive Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the parties. Katalon may engage others to provide marketing, sales and referrals related to its Offerings.

CONFIDENTIALITY. "Confidential Information" means any trade secrets and other information that is of value to its owner and is treated as confidential. Confidential Information of Katalon includes all nonpublic information pertaining to the Katalon IP. Confidential Information does not include information which (a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver; (b) can be shown by written documentation to have been known to the receiver, without restriction, at the time of disclosure; (c) was independently developed by the receiver without any use of the discloser's Confidential Information; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights. Each party shall treat the Confidential Information of the other party in a confidential manner with the same degree of care as it treats its own proprietary information of like importance, but with no less than a reasonable degree of care. The receiving party shall not use or disclose the Confidential Information for any purpose other than as expressly provided by this Agreement. A party may disclose Confidential Information pursuant to the order or requirement of a court or other government body, but that party shall notify the other party in advance to enable the other party to take protective measures.

RESERVATION OF RIGHTS. All Katalon IP remains the property of Katalon. Katalon reserves all rights in the Katalon IP except for any express license in this Agreement, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to Katalon Offerings, which are hereby assigned to Katalon. You agree not to (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any Katalon IP (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (b) use the Affiliate Program or the Offerings for competitive analysis, product benchmark or to build competitive products; (c) modify, translate, or create derivative works based on the Katalon IP; (d) use Katalon IP for timesharing, service bureau, or managed services purposes; (e) remove any names, designations or notices from any Katalon IP; or (f) allow others to do any of the foregoing.

DISCLAIMER. KATALON MAKES NO, AND DISCLAIMS, ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, KATALON WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, DOWNTIME, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL KATALON'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF (A) THE TOTAL REFERRAL COMMISSIONS PAID BY KATALON TO YOU UNDER THIS AGREEMENT DURING THE PRECEDING 12 MONTHS OR (B) \$500. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

TERM AND TERMINATION.

Term. The term of this Agreement will continue until terminated by either party at any time for any reason or no reason by notifying the other party 30 days in advance.

Other Termination. A party may terminate this Agreement (a) if the other party commits any material breach of this Agreement and does not remedy the material breach within 30 days after the date that it receives written notice of the breach; or (b) if the other party enters into bankruptcy or liquidation or has a receiver appointed as to substantially all of its assets, or takes or suffers any similar action in consequence of debt.

Effect of Termination. Upon termination of this Agreement for any reason, (a) you shall immediately return or destroy the Katalon IP and all portions and copies thereof in your possession as directed by Katalon and, if requested by Katalon, shall certify in writing as to the destruction or return, (b) you may no longer use any Marks or other Katalon IP as otherwise permitted under this Agreement nor provide any link to or otherwise market the Offerings; and (c) each party shall return to the other party any of the other party's Confidential Information it may have been provided under this Agreement.

Survival. The provisions titled CONFIDENTIALITY, RESERVATION OF RIGHTS, DISCLAIMER, LIMITATION OF LIABILITY, Effect of Termination, No Assurances, GOVERNING LAW AND LANGUAGE, DISPUTES, and MISCELLANEOUS survive termination of this Agreement for any reason.

No Assurances. You have no expectation and have received no assurances that your business relationship with Katalon will continue for any specified time beyond the term of this Agreement, that any investment in promotion of the Offerings will be recovered or recouped, or that you will receive any anticipated amount of profits by virtue of this Agreement. You shall have no rights or claims against Katalon in connection with termination, expiration or non-renewal of this Agreement; in particular, without any limitation, you hereby irrevocably waives any rights to severance or compensation for lost opportunities or investments to the maximum extent permissible under applicable law.

COMPLIANCE.

Generally. You shall comply with all applicable laws in the performance of its obligations under this Agreement.

Export Control.

(a) Without limiting the foregoing, you shall comply with all export control and economic sanctions laws and regulations of the United States, the European Union and all other applicable jurisdictions, including but not limited to the U.S. Department of Commerce Bureau of Industry and Security's ("BIS") Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, and the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), as set forth in 31 C.F.R. 500-598 and certain executive orders (collectively, "Trade Control Laws").

(b) You represent and warrant that neither you nor any of your affiliates is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by OFAC; Denied Parties List, Unverified List or Entity List maintained by BIS; the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls; or the consolidated list of asset freeze targets designated by the United Nations, European Union, or other government (collectively, "Restricted Party Lists"). You shall immediately notify the Katalon if you or any of your affiliates become listed on any Restricted Party List or if your export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

(c) You hereby acknowledge and confirm that, unless specifically authorized in this Agreement and under applicable Trade Control Laws, it will not sell, export, re-export, re-transfer or divert Katalon IP or technical data that are sold or otherwise provided hereunder (including samples), directly or indirectly through third parties or otherwise, to any company or individual on the Restricted Party Lists or to any countries on any embargoed list.

Business Ethics. You represent, warrant and agree that you maintain a code of conduct that requires all personnel performing activities pursuant to this Agreement to conduct themselves in compliance with the highest standards of business ethics and integrity. Katalon is committed to observing applicable anti-corruption laws of the countries in which Katalon operates, including the United States Foreign Corrupt Practices Act (FCPA). You accordingly represent, warrant and covenant to Katalon as follows:

(a) You shall at all times strictly comply with all applicable laws concerning bribery, money laundering, or corrupt practices or which in any manner prohibit the giving of anything of value to any official, agent or employee of any government, political party or public international organization, candidate for public office, or to any officer, director, employee or representative any other organization.

(b) You and any of your equity holders, partners, officers, directors, employees, representatives, and agents, have not and will not directly or indirectly, offer, promise, or pay any money, gift, or anything else of value to any government, public international organization, political party, or any employee, candidate, official, or other person acting on behalf of them for purposes of influence, inducement or securing improper advantage or commercial benefit.

(c) No payment, promise, offer or gift of the sort has been made in connection with the promotion of the business interests of Katalon.

(d) None of your equity holders, partners, officers, directors, employees or agents is or will become an official or employee of any government, or of any department, agency or instrumentality of any government, or of any political party, or of any public international organization.

(e) You have received no claim or notification of failure to comply with, any laws, regulations or industry codes.

You shall promptly notify Katalon of any actual or potential violation of the foregoing or any investigation, audit, notice, subpoena, demand or other communication (whether oral or written) from any governmental authority regarding your actual or potential violation of the foregoing.

Books and Records. You will maintain true, accurate, and complete books and records with respect to all activities under this Agreement, including any payments made to third parties pursuant to this Agreement.

ASSIGNMENT. You may not assign, sublicense, or transfer this Agreement without the prior written consent of Katalon. Any attempt by you to sublicense, assign or transfer any rights, duties, or obligations under this Agreement in violation of the previous sentence is null and void. Katalon may assign or transfer this Agreement without your prior written consent to its affiliates or in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets related to this Agreement.

GOVERNING LAW AND LANGUAGE. This Agreement will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of Georgia, USA, without giving effect to conflict of laws principles thereof. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. All amounts referenced in this Agreement and in any exhibit or amendment are to U.S. dollars, and all amounts will be paid in U.S. dollars. The official language of this Agreement is English, all contract interpretations, notices and dispute resolutions shall be in English and any attachments or amendments to this Agreement shall be in English. Translations of any of these documents shall not be construed as official or original versions of the documents.

DISPUTES.

(a) If you are a company organized under a state or territory of, the United States, then all disputes regarding this Agreement will be settled exclusively in any court of competent jurisdiction located in Fulton County, Georgia. Each party hereby consents and submits to the in personam jurisdiction of such courts. Each party hereby waives any objection based on forum non conveniens and any objection to venue of any action instituted under this Agreement to the extent that an action is brought in the courts identified above.

(b) Otherwise, all disputes regarding this Agreement shall be finally resolved by binding arbitration before a single arbitrator pursuant to the then-existing Rules of Conciliation and Arbitration ("Rules"), and under JAMS' Comprehensive Arbitration Rules and Procedures. The parties will share equally the fees and expenses of the JAMS arbitrator. The arbitrator shall be knowledgeable in the chosen law and the software industry. At either party's request, the arbitrator shall give a

written opinion stating the factual basis and legal reasoning for the decision. The arbitrator shall have the authority to determine issues of arbitrability and to award damages as permitted by this Agreement. The parties, their representatives, and any other participants shall hold the existence, content, and result of arbitration in confidence. The arbitration proceedings will take place in Atlanta, Georgia, USA. Judgment on the arbitration award may be entered in any court having jurisdiction.

(c) Nothing contained in this Agreement shall deny either party the right to seek immediate injunctive or other equitable relief from a court of competent jurisdiction: (a) in the context of a bona fide emergency or prospective irreparable harm to preserve the status quo pending resolution of a dispute between the parties or (b) where a party alleges or claims a violation of any agreement regarding intellectual property, confidential information or noninterference. Such an action may be filed and maintained notwithstanding any ongoing discussions between the parties or any ongoing arbitration proceeding.

CHANGES. Katalon may modify this Agreement (including the Affiliate Program) from time to time, with notice to you in accordance with the provision on Communications below or by posting the modified Agreement and/or the Affiliate Program on Katalon's website. Together with the notice, Katalon will specify the effective date of the modifications. You should periodically visit those pages to check for any changes. You acknowledge and agree that you will be bound by the amended Agreement terms if you continue to participate in the Affiliate Program after the change is posted and that it is not necessary for you to accept the updated Agreement in order for it to be valid and effective.

COMMUNICATIONS. General questions and communications regarding the Offerings can be made via the means provided at affiliate@katalon.com. Any notices to Katalon regarding this Agreement should be made to legal@katalon.com. Katalon may contact and notify you at the email address in the contact information you provided as part of its registration for the Affiliate Program. You are required to keep the contact information in its registration current. Contact information provided may be stored and used by Katalon in accordance with its Privacy Policy available at <https://katalon.com/terms>, and you consent to these uses.

MISCELLANEOUS. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, cyber-attacks, information security and data breaches caused by third parties, failure of cloud services, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming party. There are no third-party beneficiaries to this Agreement. No failure or delay by either party to exercise any right, power, or remedy constitutes a waiver of that right, power, or remedy. A party's waiver of the performance of any covenant or any breach is not to be construed as a waiver of any succeeding breach or of any other covenant. If any provision of this Agreement requires judicial interpretation, this Agreement is not to be more strictly construed against one party than the other. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the provision will be ineffective only to the extent of the invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.