

# Privacy Policy

Last Revised: February 14, 2024

Kater.AI, Inc., (“**Kater**”, “**we**” “**our**” or “**us**”) is committed to protecting your privacy. We recognize the importance of protecting the privacy of our customers, users, clients, business partners, developers and website visitors, and of the information we may receive or collect from users of our artificial intelligence models network and platforms, and accounts created or accessed via our website, <https://app.kater.ai> (collectively, the “**Site**”). For the purposes of this Privacy Policy - referred to in the rest of this document as our “Privacy Policy”, users (“**User**”, “**you**” or “**your**”) include anyone who accesses the Site, or whose information and personal data we collect, use and share when using our “platform” (which means any website, application or services Kater offers), including all the products, software-as-a-service, services (including, but not limited to white-glove onboarding services we may provide from time to time to early adopters, and which is subject to our discretion on a case by case basis), tools and information made available on the Site for purchase, test or use (the “**Product**”). If you have not done so already, please also review our Terms of Service.

PLEASE REVIEW THIS PRIVACY POLICY CAREFULLY. The purpose of this Privacy Policy is to inform you and describe the information we collect from Users, how we may use it and with whom we may share or disclose that information, the safeguards we use to protect such information and the choices you may make with respect to your personal information. By using the Product, you consent to our use of your information in accordance with this Privacy Policy. We will not use or share your personal information with anyone except as described in this Privacy Policy.

---

## Third-Party Services

This Privacy Policy applies only to our Site, and does not apply to third-party products, services offered by other companies or individuals, including products or sites that may be displayed to you, or other sites linked from our Services, or businesses governed under separate terms, agreement, or privacy policy, or that are otherwise not offered under Kater’s express agreements, regardless of whether they integrate with or interact with our Product (i.e. your on-site repository, chosen cloud data warehouse, or a connected platform) (“**Third-Party Services**”). The Site may at times contain links to other websites, platforms or protocols that are not owned or controlled by us, and not covered by this Privacy Policy. Please be aware that we are not responsible for the privacy policies of such other websites, platforms, or information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads or how these websites, platforms, or information practices of other companies and organizations who advertise our services or treat your personal information. We encourage you to review the privacy statements posted on those websites (and all websites) you visit.

Product delivery, access, and use will be governed by separate terms signed between us and each Customer, under which the Customer will control its deployment of our Product and any data hosted therein. If you have any questions about specific Product settings or privacy practices, please contact the administrator assigned to that role in the related Product.

In no event will we be responsible for the information contained in such links or websites, platforms or protocols, their practices or for your use of, or inability to use, such links or websites, platforms or protocols, or their services, or transmissions received from such websites, platforms or protocols. By using the Site, you expressly relieve and discharge us from any and all liability arising from your use of any Third-Party Services, third-party website, platform or protocol. We encourage you to be aware of this when you leave the Site and to read the privacy policies and terms of use associated with each of any Third-Party Services, third-party websites, platforms or protocols that may collect personal information.

For the purposes of this Privacy Policy:

- “**Authorized User**” means an individual who was provided access credentials to access and use the Product by Customer, or otherwise using Customer’s account.
- “**Customer**” means the entity that purchases our Product, or if a Product is offered for free, the user, entity or individual that is subject to the applicable terms of use.
- “**Personal Data**” means information about an identified or identifiable natural person.

If you have any questions or concerns about our use of your Personal Data, please contact us using the contact details provided at the bottom of this Privacy Policy.

## What Personal Data Kater Collects

The types of Personal Data we collect will depend upon your interactions with Kater. We may collect information directly from you when you use our Site, or purchase, test or use our Products. We may also collect information from trusted third-party sources and engage third-parties to collect Personal Data to assist us. The types of information we collect from you and store in our application database may include the following:

- **Contact Information.** We may collect Authorized User credentials, first and last name, employer, title, e-mail address, physical address, age, date of birth, phone number, and other contact information. This may include a photo of you, a short bio, links to your presence on social media sites, and other information you think other users might want to know about you. The information you submit for display in your profile, including any Personal Data, may be viewable by other users of the Kater platform based on the type and configuration of your account.
- **Payment and Billing Information.** Financial information in connection with billing or to complete your transactions with us, including, without limitation, name, payment card information, and billing details. This information is processed by our third party payment service providers, such as Stripe, which may handle your payment information in accordance with their own privacy policies. We do not have access to your full payment card information.
- **Demographic Information.** On occasion, Kater may collect demographic information, such as gender, race, ethnicity, veteran status, and age (where data is deemed “sensitive” under applicable data privacy laws, we will only process with your consent unless a recognized exception applies).
- **Online Identifiers.** When you visit our Site or use our Product, some information is automatically collected. We collect information about the type and language of the operating system and platform and other technology running on your device you use to access the Site or Products, your device and user identifiers, internet protocol address, login data, the browser plug-in type and version you used during your visit, time zone setting and location, and the website you visited just before ours. We also collect information about which web-elements or objects you interact with, metadata about your activity on the Site, changes in your user state, and the duration of your visit.
- **Search Queries.** The search text submitted by Authorized Users of the Products when using our natural language processing functionality.
- **Predictive Search Setup.** Upon purchase and subject to Customer choices, a Customer may have the opportunity to store limited, selected information via search suggestion indexing and search cache features provided in the Products.
- **Products Operations Data and Usage Data.** Information from our software or systems comprising our Products and from Customer systems, applications, and devices that are used to access the Products.
- **Authentication and Access Information.** Information that provides access to the Products, such as username, passwords, and device identifiers.
- **Diagnostic Information.** Diagnostic information may be contained in log files, event files, and other trace and diagnostic files.

In addition, we may collect Personal Data from different sources, such as: public websites or other publicly accessible directories and sources, including bankruptcy registers, tax authorities, governmental agencies and departments, and regulatory authorities; and/or from credit reporting agencies, sanctions screening databases, or from sources designed to detect and prevent fraud or financial crimes. The relevant source may be responsible for obtaining the relevant consents from you (where applicable) to ensure you are happy with the ways in which your Personal Data will be used. If you choose to contact us, request information, inquire about a service, apply for a job or subscribe to our newsletter, we will collect Personal Data from you, such as that indicated above, and this information may be combined, to provide you with the information or service you request and to ensure that we maintain complete, current and accurate personal information. In order to receive information from the Site about our Product or to apply for a job with us, you may be required to provide us with certain information, including, for example, your first and last name, e-mail and mailing address, telephone number, date of birth, and information about your organization, or information required to apply for a position with us. Failure to provide such data may make it impossible for us to provide you with the requested information or service or to evaluate your job application.

Please note, Third-Party Services are typically software that integrate with our Product, and a Customer can permit its Authorized Users to enable and disable these integrations. Kater may also develop and offer extensions that connect the Products with a Third-Party Service to track user engagement and Product analytics. Once enabled, the provider of a Third-Party Service may share certain information with Kater. For example, if a cloud storage application you are using is enabled to permit files to be imported to a Product, that Product may host the username and e-mail and physical address of Authorized Users, along with additional information that the extension makes available to Kater to facilitate the integration.

Customers should check the privacy settings and notices in these Third-Party Services to understand what data may be disclosed to Kater. When a Third-Party Service is enabled, Kater is authorized to connect and access the information made available to Kater in accordance with our agreement with the provider of the Third-Party Service and any permission(s) granted by our Customer (including, by its Authorized User(s)). Examples of information which Kater may receive in this manner include whether you successfully created a new account or interacted with a third-party application in a way that is attributable to Kater usage activity.

## **How We Use Your Personal Data**

We may use your Personal Data or Aggregated Data (defined below) for various purposes, including, but not limited to, running of operating our business, delivering, improving, and customizing our Site and Products, administering and enabling use of the Site, including, but not limited to, communications at the e-mail or physical addresses, or phone number provided by you, notification regarding the Site, such as any future amendments to its privacy practices or this Privacy Policy, selling our Products, sending marketing and other communications related to our business, and for other legitimate purposes permitted by applicable law.

Some of the ways we may use Personal Data include:

- To understand your preferences so we may enhance your experience with the Site and Products;
- To send our Customers and Kater-related information, including confirmations, account verification, invoices, technical notices, updates, security alerts, and support and administrative messages;
- To communicate with you about promotions or contact you for marketing purposes (in accordance with your marketing preferences), provide you news about Kater products and services, and enable Authorized Users to receive newsletters and updates related to us;
- To help understand your needs by linking or combining information about you with other Personal Data we get from third-parties, to provide you with better and more personalized Site experience;
- To ensure all users follow our terms and other rules and policies, and enforce our terms and conditions or protect our business or Authorized Users;
- Banning an Authorized User temporarily or permanently for failure to follow our terms, rules and policies, or for other misconduct or inappropriate behavior;
- To operate, maintain, and provide the features and functionality of the Site or Product, including registering you as a user, managing your account and profile, and authenticating you when you log in;
- General monitoring and analyzing the Site;
- Investigating cases of suspected abuse or fraud;
- Preparing statistical and other summary analyses of our Authorized Users' behavior;
- For industry analysis, benchmarking, analytics, and marketing purposes;
- For billing and contracting purposes;
- To make recommendations to customers regarding their use of the Products;
- To improve and update the functionality, design and quality of the Products we offer and how we operate our business;
- Responding to questions and comments from Authorized Users;
- For tracking entitlements, providing support, monitoring, and ensuring the performance, integrity, and stability of the Products infrastructure and preventing or addressing service or technical issues;
- Processing your job application, including communicating with you and responding to your application, evaluating and background screening;
- For other legitimate business purposes when necessary, such as protecting Kater's confidential and proprietary information; and
- To comply with legal obligations and operate our business.

(Collectively, "**Our Purposes**").

We only collect Personal Data from you only where we have your consent to do so, or in the above listed situations where we need the Personal Data to perform a contract with you, or where the processing is in our legitimate interests and not overridden

by your data protection interests or fundamental rights and freedoms. In some cases, we may also have a legal obligation to collect Personal Data from you.

You can edit your communication preferences at any time. See Controlling Your Personal Data below.

### **Information You Provide Through the Site**

We will utilize Personal Data you provide us through the Site for the purpose for which you submitted it to us, such as to respond to your inquiry, provide you with our newsletters, or any of Our Purposes. By voluntarily providing us with your Personal Data, you are consenting that we may use such Personal Data in accordance with this Privacy Policy.

We do not collect or maintain Personal Data for resale purposes or share your information with any other company or organization, except as indicated herein or to the extent such other company or organization is acting as our agent for purposes of communicating with you by physical mail, e-mail, or otherwise. In addition, we will not send promotional materials to Authorized Users who indicate that they do not wish to receive such messages.

### **How We Share Your Personal Data**

We may share your Personal Data with our service providers for the purposes of operating our business, selling, delivering, and improving our Products, conduct quality assurance testing, sending marketing and other communications related to our business, and for other legitimate purposes permitted by applicable law, or otherwise with your consent.

Processing the data collected through the Site and Product is carried out using computers and/or IT enabled tools, following organizational procedures and modes related to Our Purposes. We may employ third party companies and individuals to facilitate the operation of the Site and Product, and to perform services related to administration of the Site and Product (including, but not limited to, maintenance, hosting and database management services, web analytics and administration and legal services). These third parties have access to Authorized Users' Personal Data and other personal data only to perform these tasks on our behalf. We may share Aggregated Data, and reports based on Aggregated Data, with third parties for industry analysis, demographic profiling, other commercial purposes, or to deliver targeted advertising about other products and services. No such Aggregated Data that we provide to third parties will contain Personal Data.

We may also collect, use and share Personal Data in the following ways that we believe is necessary:

- With carefully selected third-party vendors, contractors, consultants and other service providers that perform services on our behalf or for Our Purposes. Examples include but are not limited to: processing of orders and credit card transactions, hosting websites, hosting Event registration, assisting with sales-related efforts or post-sales support, and providing our Products. Our payment processor's privacy policies may be found at <http://stripe.com/us/privacy>.
- In connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, divestiture, reorganization, dissolution, bankruptcy or acquisition of all or a portion of our business by or to another company.
- In response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process.
- We may, without providing notice to you, disclose any information about Authorized Users, including Personal Data, to government or law enforcement officials or private parties where we are required to do so by law, including, but not limited to, in response to a court order or subpoena or to meet national security requirements. We may also, without providing notice to you, disclose Personal Data in response to a request by a law enforcement agency or other public agency or if we believe such disclosure may protect the rights, property, or safety of Kater, and of its business partners, you, or others; or as otherwise required by applicable law, or may prevent or mitigate the threat of crime or harm to Authorized Users or others, facilitate an investigation related to an Authorized User's safety or public safety, protect the security or integrity of our Site, or enable us to take precautions against liability.
- In aggregated, anonymized, or de-identified form such as statistical or demographic data ("**Aggregated Data**"), which may be derived from Personal Data but once in aggregated form, it cannot reasonably be used to identify you, or directly or indirectly reveal your identity. However, if we combine or connect Aggregated Data with your Personal Data so that it can directly or indirectly identify you, we treat the combined data as Personal Data which will be used in accordance with this Privacy Policy.

- Store or process Personal Data on our behalf (for example, cloud computing service providers);
- Perform research, technical diagnostics, personalization and analytics.
- Protect us, our business or our Authorized Users, for example to enforce our terms, prevent spam or other unwanted communications and investigate or protect against fraud.
- Maintain the security of our Site and Product.
- We do not sell Personal Data nor do we rent or trade Personal Data collected through the Site with third-parties for their promotional purposes.

### **How We Secure Your Personal Data**

Please note that any information you share with us via e-mail or via the internet is not completely secure. We take reasonable steps to secure and protect the Personal Data provided via the Site from loss, misuse and unauthorized access or disclosure, however, no internet or e-mail transmission is ever fully secure or error free. However, we cannot guarantee the security of information transmitted over the internet, and users provide information at their own risk. Due to the nature of the internet, there is a possibility that unsecured (unencrypted) e-mail or internet transmissions could be intercepted and read by third parties. We assume no responsibility for interception of confidential information or personal information that you send in an unsecured (unencrypted) e-mail message or other internet transmission to and from the Site. Therefore, you should take special care in deciding what information you send to us via the Site, e-mail or via another internet transmission.

We implement physical, administrative, and technical safeguards designed to protect your Personal Data from unauthorized access, use, or disclosure. We also contractually require that our service providers protect such information from unauthorized access, use, and disclosure. In addition, we limit access to Personal Data to those employees, agents, contractors, and other third-parties that have a legitimate business need for such access.

You acknowledge and accept that, despite our efforts, there may be times or situations when your Personal Data is inadvertently disclosed by us or by a third party to whom we have disclosed your Personal Data. You hereby accept that risk and waive any and all claims, causes of action, damages and liability against us in the event of such inadvertent or negligent disclosure of Personal Data.

### **How Long We Retain Your Personal Data**

We will retain your Personal Data as needed to fulfill the purposes for which it was collected. We will retain and use your Personal Data as necessary to comply with our business requirements, legal obligations, resolve disputes, protect our assets, and enforce our agreements, or where it is necessary for Our Purposes. When we have no ongoing legitimate business need to process your Personal Data, we will either delete it, anonymize it, depersonalize it in a way that would not identify you personally, or securely store your Personal Data and isolate it from any further processing until deletion is possible.

### **Controlling Your Personal Data**

Our marketing e-mails permit you to “opt-out” of or “unsubscribe” from receiving further marketing e-mails at any time. You can opt out of our marketing e-mails by clicking the ‘unsubscribe’ link at the bottom of our marketing messages. Also, all opt out requests can be made by e-mailing us at: [support@kater.ai](mailto:support@kater.ai). Please note that it may take up to sixty (60) days to remove your contact information from our marketing communications lists, so you may receive correspondence from us for a short time after you make a request. However, we may inform you via e-mail of extending such period from time to time. Certain jurisdictions, for example California, also provide their residents certain privacy rights under applicable law. Subject to local law, you may have the right to access, delete, receive a copy of or object to or restrict the processing of, to data portability, or to request that we correct any inaccuracies or otherwise update your Personal Data.

If you become aware that Personal Data we maintain about you is inaccurate, incomplete, misleading, irrelevant or out of date, or if you would like to access, update or review your information, you are solely responsible for updating such information, and may do so by contacting us using the contact information below. We will attempt to provide the requested information or make requested changes to the extent allowable by applicable privacy laws. In any event, we will respond to you as soon as reasonably possible to advise you of the outcome of your request. You may request the removal of previously provided Personal Data at any time using the contact information below. The deletion of such data, however, may affect our ability to provide you with our Product. We reserve the right to verify the identity of any person making an opt-out or correct/update request but shall have no

liability whatsoever resulting from false or erroneous requests. You may update your Personal Data, communications preferences, or opt out from receiving promotional materials at any time by contacting us at [support@kater.ai](mailto:support@kater.ai).

You may contact us to exercise your rights using the contact details in the section titled “How to Contact Us” below. We will respond to such requests in accordance with the requirements of applicable data protection laws. Please note that in order to fulfill your request, we may need you to provide certain information to verify your identity. When you or your authorized agent contacts us in connection with your Personal Data under applicable local law, we will ask you to validate your identity before fulfilling your request. Authorized agents may also be required to provide a copy of the consumer’s signed permission authorizing the agent to submit requests on the consumer’s behalf.

These choices do not apply to service notifications or other required communications that are considered part of the Products, which you may receive periodically unless you stop using or cancel your rights to access the Product in accordance with its terms and conditions. Moreover, these rights may be limited or denied in some circumstances. For example, we may retain your Personal Data where required or permitted by applicable law. In such situations we will put in place appropriate measures to prevent any further processing or use of the Personal Data.

### **Cookies and Similar Technologies**

The Site and our Product may deploy cookies, and like many websites, Kater uses automatic data collection tools, such as cookies, embedded web links, and web beacons. “Cookies” are small, unique text files that a website sends to your computer browser software to store your preferences. Cookies enable a website to tailor information presented to you based on your browsing preferences. “Web beacons” or “pixel tags” or clear GIFs, are small pieces of code placed on a web page or within the body of an e-mail to monitor the behavior and collect data about the users viewing a web page or viewing or opening an e-mail.

In addition, our Products may use cookies in furtherance of the purposes described in this Privacy Policy, as set out below. Some of these technologies are essential for the provision of the Product, such as account access/authentication; others assist with the analytics, performance and functionality of the cloud service, such as recognizing returning users, remembering preferences or facilitating in-product educational content; and others enable us to analyze usage to improve our Products as well as trouble-shoot issues.

We use the following types of cookies for the purposes set out below:

- **Functionality Cookies:** These cookies allow our Site to remember choices you make when you use our Site, such as remembering your login details and remembering the changes you make to other parts of our Site which you can customize. The purpose of these cookies is to provide you with a more personal experience and to avoid you having to re-enter your preferences every time you visit our Site.
- **Analytics and Performance Cookies:** We use web analytics tools that may include Mixpanel and Fullstory and other similar services that help us understand how users engage with our Site. Like many services, Mixpanel and Fullstory use first-party cookies to track user interactions as in our case, where they are used to collect information about how users use our Site. This information is used to compile reports and to help us improve our Site. The reports disclose website trends without identifying individual visitors. We encourage you to review the privacy policies and terms of use of third-party sites and services whose web analytics tools we may use from time to time on our Site.

In addition, we may add the following cookie types in the future:

- **Essential Cookies:** These cookies are essential to provide you with services available through our Site and to enable you to use some of its features. For example, they allow you to log in to secure areas of our Site and help the content of the pages you request to load quickly. Without these cookies, the Product that you have asked for cannot be provided, and we only use these cookies to provide you with those services.

You can typically reset your web browser to refuse all cookies or to notify you when a cookie is being sent. In order to do this, follow the instructions provided by your browser (usually located within the “settings”, “help” “tools” or “edit” facility). Many browsers are set to accept cookies until you change your settings.

If you do not accept our cookies, you may experience some inconvenience in your use of our Product and some features of the Product may not function properly. For example, we may not be able to recognize your computer or mobile device and you may need to log in every time you visit our Product.

Further information about cookies, including how to see what cookies have been set on your computer or mobile device and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org) and [www.youronlinechoices.com](http://www.youronlinechoices.com).

**Do Not Track Signals:** While Kater attempts to honor do not track (“DNT”) instructions we receive from a user’s browser, we cannot guarantee that Kater will always respond to such signals, in part, because of the lack of common industry standard for DNT technology. We continue to monitor developments in DNT technology and stay apprised of DNT industry standards as they evolve.

### **International Data Transfers**

The Site and Product are intended for use by persons and businesses located and operating in the United States. If you visit the Site from a country other than the United States, your communications will likely result in the transfer of your Personal Data across national borders. Our servers or offices may be located in countries other than the country from which you access the Site, also resulting in the transfer of your Personal Data across international borders. If you provide your Personal Data when visiting the Site from outside of the United States, you acknowledge and agree that this data may be transferred from your then current location to our offices and servers and to those of our affiliates, agents, and service providers located in the United States and in other countries. The United States and such other countries may not have the same level of data protection as those that apply in the jurisdiction where you live.

### **Children's Privacy**

Protecting the privacy of young children is especially important. The Product is not intended for children below 18 and Kater does not knowingly collect or solicit personal information from anyone under the age of 18 or knowingly allow such persons to register with the Site for the Product. If you are under the age of 18, please do not submit any personal information through the Site. We encourage parents and legal guardians to monitor their children’s internet usage and to help enforce our Privacy Policy by instructing their children never to provide personal information on this Site. If we become aware that we have collected personal information from a child under age 18, or from someone under the applicable age of consent in your country, without proper consent, please let us know, and we will take steps to remove that information. If you have any reason to believe that an individual under the age of 18 has shared any information with us, please contact us at [support@kater.ai](mailto:support@kater.ai). We will take appropriate measures to investigate and address the issue promptly.

### **Changes to this Privacy Policy**

As a result of potential improvements to the Site and Product, changes in the law and/or the changing nature of technology, our data practices may change from time to time. Accordingly, we reserve the right to update or modify this Privacy Policy at any time and from time to time without prior notice. If and when our data practices change, we will post the revised Privacy Policy on the Site. Such changes to the Privacy Policy will become effective when posted. Unless stated otherwise, our current Privacy Policy applies to all Personal Data that we have about you. We stand behind the promises we make, however, and will not materially change our policies and practices to make them less protective of Personal Data collected in the past without the consent of affected individuals. Notwithstanding the above, your continued use of the Site after any changes or revisions to this Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy. We encourage you to check this Privacy Policy regularly.

### **How to Contact Us**

If you have any questions about this Privacy Policy or our privacy practices, or wish to exercise applicable rights regarding your data, please e-mail us at [support@kater.ai](mailto:support@kater.ai).



# Terms of Service

Last Revised: February 14, 2024

## INTRODUCTION

Welcome to the <https://app.kater.ai> website (the “Site”). The Site is owned and operated by Kater. Please read these Terms of Service (“**Terms of Service**”) carefully; they are a binding agreement between you and Kater.AI, Inc. (“**Kater**”, “**we**”, “**us**” or “**our**”). In these Terms of Service, the words “you” and “your” refer to each Site visitor. BY ACCESSING, BROWSING, OR OTHERWISE USING THE SITE, YOU REPRESENT THAT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF SERVICE, (II) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH KATER, AND (III) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE PERSONALLY OR ON BEHALF OF THE ENTITY YOU REPRESENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SITE.

**THESE TERMS OF SERVICE CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS OF SERVICE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

It is your responsibility to review these Terms of Service periodically to familiarize yourself with any updates or modifications. If at any time you find these Terms of Service unacceptable, or if you do not agree to these Terms of Service, please do not use this Site. We reserve the right to revise these Terms of Service at any time, without notice to you, by posting a new version of these Terms of Service to the Site. By continuing to use or log in to the Site after these Terms of Service have changed, you indicate your agreement to the changes. If you do not agree to the changes, you must stop using or logging in to the Site.

These Terms of Service do not apply to Kater’s online services and support services, which are subject to applicable agreements between Kater and our customers. Kater’s services are provided by Kater subject to a separate manually or digitally executed agreement.

## PRIVACY POLICY

Your privacy is important to us, which is why we’ve created a separate Privacy Policy in order to explain how we collect, manage, process, secure, and store your private information. Please also review our Privacy Policy, which is incorporated herein by reference.

## INTELLECTUAL PROPERTY

All content, features and functionality, and material available on the Site, the Resources, including but not limited to text, software, displays, audio and video, graphics, website name, code, images, logos, and the design, selection and arrangement thereof is the intellectual property of Kater, or its licensors and is protected by applicable United States and international copyright, trademark law, patent, trade secret and other intellectual property or proprietary rights laws. All intellectual property rights are reserved by Kater. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on the Site without also clearly crediting Kater as the source is strictly prohibited, unless specifically authorized by Kater. No license or other rights are granted except as expressly stated in these Terms of Service. You may not remove, alter, or obscure any proprietary notices on the Site.

## THIRD-PARTY SITES

The Site may have links to other websites owned or operated by third-parties and outside of Kater’s control. Such links are provided for information only. These third-party sites may have different terms of use and privacy policies. We do not accept



responsibility for the activity on or content of any linked website and do not make any representation, express or implied, in relation to the accuracy or reliability of the content of any linked website. The provision of any link does not imply Kater's endorsement of the website, its sponsor, its products or its service, and is provided only as a convenience.

## **RESPONSIBLE USE AND CONDUCT**

By visiting the Site and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as “**Resources**”), you agree that you are 18 years of age or older and to use these Resources only for the purposes intended as permitted by (a) these Terms of Service, and (b) applicable laws, regulations, and generally accepted online practices or guidelines.

Wherein, you understand that:

(a) In order to access our Resources, you may be required to provide certain registration details or information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. It is a condition of your use of the Resources that all the information you provide on or to the Resources is accurate, current and complete. You agree that all information you provide to register with the Resources or otherwise, including but not limited to through the use of any interactive features on or through the Resources, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you choose, or are provided with a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Resources or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

(b) By accessing and using our Resources, you acknowledge and agree that the Product is not intended for the handling or storage of sensitive information. The Product is designed for general use and is not equipped to meet the specific security and compliance standards associated with sensitive data. You further agree not to submit any sensitive information to us. Sensitive information includes, but is not limited to, confidential data, personally identifiable information, financial details, or any other information requiring heightened security measures. You agree and acknowledge that we will not be held responsible for any information, including but not limited to sensitive information, that you choose to submit through the Site. Users are solely responsible for assessing the appropriateness and security of the information they provide.

(c) The Site content is for general information and noncommercial purposes only and does not constitute advice on any specific matter, including legal advice. While Kater makes every effort to ensure that the website content is accurate and up to date, no representation or warranty, express or implied, is made as to the accuracy or completeness of any website content.

(d) You may not scrape or otherwise use any information, content, or material on the Site. You also may not create frames around the Site pages or use other techniques that alter in any way the visual presentation or appearance of the Site. You may not cause the Site or portions of the Site to be displayed, or appear to be displayed by, for example, deep linking or in-line linking, on any other site. Using the Site does not give you ownership of any intellectual property rights to any content you access.

(e) Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any illegal, unethical, or unconventional means.

(f) Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

(g) Attempting to license, sublicense, publish, distribute, modify, copy, duplicate, modify copies of any materials from the Site, reproduce, sell, trade, or resell our Resources, or sell, resell, rent, sublicense, copy, publish, display, distribute, modify, link to, or make derivative works of any content on the Site is strictly prohibited.

(h) Any of the following is prohibited and you must not: (i) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; (ii) delete or alter any copyright, trademark or other proprietary rights notices

from copies of materials from this Site; (iii) reverse engineer, decompile, disassemble, modify or create works derivative of the Resources, except to the extent expressly permitted by applicable law; or (iv) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Resources, or directly or indirectly permit any third party to copy and install the Resources on a device not owned and controlled by you.

(i) You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

(j) You may not use the Site in a way that violates any laws, infringes on anyone's rights, is offensive, or interferes with the Site or any features on the Site.

(k) You agree to indemnify and hold harmless Kater and its affiliates and subsidiaries, as well as their directors, officers, managers, employees, agents, and licensors from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Service or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms of Service. In such event, you shall provide us with such cooperation as is reasonably requested by us.

(l) You consent to receive electronically any communications related to your use of a Site. We may communicate with you by email, chat, text/SMS or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting content, creating a user account, or otherwise providing us with your email address, postal address, or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy.

If we determine, in our sole discretion, that you have acted inappropriately, we reserve the right to prohibit you from using the Site and, if we deem necessary, take appropriate legal actions.

## **GEOGRAPHIC RESTRICTIONS**

We provide the Resources for use only by persons located in the United States. We make no claims that the Resources or their content is accessible or appropriate outside of the United States. You may not use the Resources or export any portion of it in violation of U.S. export laws and regulations. Access or use of the Resources may not be legal by certain persons or in certain countries. If you access or use the Resources from outside the United States, you do so on your own initiative and are responsible for compliance with local laws, and you hereby agree and acknowledge that you understand and consent to the transfer of your personal information to, and the collection, processing and storage of your personal information in, the United States in accordance with our Privacy Policy.

## **PROHIBITED USES**

You may use the Resources only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Resources:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Responsible Use and Conduct standards set out in these Terms of Service.

To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

To impersonate or attempt to impersonate Kater, a Kater employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Resources or which, as determined by us, may harm Kater or users of the Resources or expose them to liability.

Additionally, you agree not to:

Use the Resources in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Resources, including their ability to engage in real time activities through the Resources.

Use any robot, spider or other automatic device, process or means to access the Resources for any purpose, including monitoring or copying any of the material on the Resources.

Use any manual process to monitor or copy any of the material on the Resources or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Resources.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Resources, the server on which the Services are hosted, or any server, computer or database connected to the Resources.

Attack the Resources via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Resources.

## **OUR WARRANTY DISCLAIMERS**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet, including on the Site will be free of viruses or other destructive code. You are responsible for deploying anti-virus and other similar protections on your computer or mobile device. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, MOBILE DEVICES, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE RESOURCES OR TO YOUR EXPORTING/DOWNLOADING OF ANY MATERIAL POSTED ON ANY OF THE FOREGOING, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF AND ACCESS TO THE RESOURCES AND SITE IS AT YOUR OWN RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, NEITHER KATER NOR ITS AGENTS OR SERVICE PROVIDERS MAKE ANY SPECIFIC PROMISES ABOUT THE SITE AND WE PROVIDE THE SITE "AS IS" AND "AS AVAILABLE." THIS MEANS WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SITE, THE SPECIFIC FUNCTION OF THE SITE, OR ITS RELIABILITY AND ACCURACY, AVAILABILITY, ABILITY TO MEET YOUR NEEDS OR THAT THE USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERRORS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, EXPRESS AND IMPLIED.

## **LIMITATION OF LIABILITY**

IN CONJUNCTION WITH OUR WARRANTY DISCLAIMERS AS EXPLAINED ABOVE, KATER IS NOT LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THE SITE, USE OF THE SITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THE SITE. THIS EXCLUSION AND WAIVER OF LIABILITY INCLUDES, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, OR LOSS OF DATA, EVEN IF KATER IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION APPLIES TO ALL CAUSES OF ACTION, NO MATTER THE LEGAL THEORIES, AND WILL APPLY TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND REGARDLESS OF WHETHER ANY REMEDIES IN THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SITE. IN THE EVENT THAT THIS LIMITATION IS SUPERSEDED BY APPLICABLE LAW, THE MAXIMUM AMOUNT OF DAMAGES YOU MAY OBTAIN AGAINST KATER SHALL BE LIMITED TO \$100.00 USD.

## TERMINATION OF USE AND ACCESS

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our Site and Resources with or without notice and for any reason, including, without limitation, breach of these Terms of Service. Any suspected illegal, fraudulent, or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law-enforcement authorities. Upon suspension or termination, your right to use the Site and Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

## CHANGES TO THESE TERMS OF SERVICE

We may revise and update these Terms of Service from time to time in our sole discretion. Any changes to these Terms of Service will also be posted here and available from links to these Terms of Service included on our Site. All changes are effective immediately when we post them, and apply to all access to and use of the Resources thereafter.

Your continued use of the Resources following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Additionally, we may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to the Resources or any portion thereof; (2) change, revise, or modify the Resources or any portion thereof; (3) interrupt the operation of the Resources or any portion thereof for maintenance and support; (4) impose limits on certain features and services, or restrict access to the Resources; and/or (5) terminate the authorization, rights, and license given herein. Upon any termination, the rights and licenses granted to you herein shall terminate, and you must cease all use of the Resources.

## ONLINE PURCHASE AND OTHER TERMS AND CONDITIONS

You agree that your order through the Resources is an offer to buy, under these Terms of Service, all services listed in your order. All orders must be accepted by us or we will not be obligated to sell the services to you. We may choose not to accept orders at our sole discretion (such as if we have run out of a menu item), even after we send you a confirmation email with your order number and details of the services you have ordered.

All prices, discounts, and promotions posted on the Site are subject to change without notice. The price charged for a service will be the price in effect at the time the order is fulfilled and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

Payment must be received by us before our acceptance of any order. We use a third-party payment processor (the “**Payment Processor**”) to bill you through a payment account linked to your account on the Services for purchase of the services. Presently, we use Stripe as our Payment Processor. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. Stripe’s Terms of Service and Privacy Policy can be found at <https://stripe.com/us/checkout/legal>. By allowing the Payment Processor to remember you during checkout, you are consenting to the Payment Processor’s storage of your identifying information, including your email address, mobile phone number, and payment credentials. By allowing the Payment Processor to remember you, you further allow the Payment Processor to use cookies to link your web browser to your identifying information. If you conduct payment transactions over email or SMS, you consent to allow the Payment Processor to communicate with you via electronic communication. You acknowledge and agree that the Payment Processor may transfer, process and store your data outside of your country. By using the Payment Processor services, you represent and warrant that you will not use the Payment Processor for any fraudulent, unlawful or abusive purpose. We are not responsible for errors by the Payment Processor. By choosing to purchase services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “**Payment Method**”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

If you choose to sign up for any of Kater’s Resources on a subscription basis, you acknowledge that you may be subject to additional terms and conditions, including by agreement to a subscription agreement or other such agreement outlining the terms and conditions of your subscription. We bill all charges (“**Subscription Fees**”) automatically to your credit card or other payment method that we offer and you select. Each subscription term shall be for the period according to the subscription cycle you select, and shall automatically renew unless you terminate your subscription in accordance with the terms and conditions of your subscription agreement. All payments are due in advance of the subscription term. Subscription Fees will be billed beginning on or about the day of the month in which Kater activates your account (the “**Subscription Date**”) and on or about each subscription

cycle period thereafter for the term of the subscription agreement with Kater and any renewal thereof until you cancel your subscription as pursuant to the subscription agreement you enter into with Kater. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term and your subscription will not be renewed after your then-current subscription term expires; however, you won't be eligible for a prorated refund of any portion of the Subscription Fee paid for the then-current subscription period.

You hereby accept responsibility for all recurring charges made to your selected payment method prior to cancellation or termination. Unless you cancel, your subscription will be automatically extended for successive cycles you selected at the then-current Subscription Fee, depending on the frequency of your subscription term. Your non-termination or continued use of the Resources reaffirms that Kater is authorized to charge your selected payment method on the recurring basis to which you agreed at registration. We may submit those charges for payment, and you will be responsible for such charges. We assume no responsibility or liability if your access to the Resources or Site fails to renew or otherwise expires because of outdated or incorrect payment information. KATER MAY SUBMIT PERIODIC CHARGES WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU AFFIRMATIVELY CANCEL YOUR SUBSCRIPTION OR NOTIFY US THAT YOU WISH TO CHANGE YOUR PAYMENT METHOD INFORMATION. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE KATER REASONABLY COULD ACT.

Unless Kater otherwise agrees in writing, all fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. If you want to use a different credit card or payment method than one previously provided or there is a change in credit card validity or expiration date, or if you believe someone has accessed the Resources using your username and password without your authorization, you must contact us immediately. If you initiate a chargeback or otherwise reverse a payment made with your payment method, we may, in our discretion, terminate your account immediately. If we successfully dispute the reversal, and the reversed funds are returned, you are not entitled to a refund or to have your account or subscription reinstated.

## **ARBITRATION**

You and Kater are agreeing to give up any rights to litigate claims in a court or before a jury, or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court may also be unavailable or may be limited in arbitration.

Any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, consumer protection, common law, intentional tort, injunctive and equitable claims) between you and us arising from or relating in any way to your purchase of products or services through the Resources, will be resolved exclusively and finally by binding arbitration.

Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The arbitration will be administered by the Judicial Arbitration and Mediation Services, Inc. (JAMS) under the JAMS Comprehensive Arbitration Rules and Procedures then in effect, except as modified by this Section 22. The Comprehensive Arbitration Rules and Procedures are available online at [jamsadr.com/rules-comprehensive-arbitration/](https://jamsadr.com/rules-comprehensive-arbitration/). You agree that, by agreeing to these Terms of Service, the Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If you seek arbitration or elect to file a small claim court action, you must first send Kater, by certified mail, a written notice of your claim (a "Notice"). If Kater initiates the arbitration, it will send such Notice to you. A Notice, whether sent by you or Kater, must: (a) describe the nature and basis of the claim or dispute; and (b) describe the specific relief sought (the "Demand"). If you and Kater do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Kater may commence an arbitration proceeding or file a claim in small claims court. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

You agree to an arbitration on an individual basis. In any dispute, neither you nor Kater.AI, Inc. will be entitled to join or consolidate claims by or against other customers in court or in arbitration or otherwise participate in any claim as a class representative, class member or in a private attorney general capacity. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no

power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

This arbitration clause shall survive the termination of these Terms of Service. If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Service shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be as set forth above.

## **GENERAL**

These Terms of Service and the Privacy Policy constitute the entire legal agreement between you and Kater with respect to the Site. Kater reserves all rights not expressly granted under these Terms of Service. If you do not comply with these Terms of Service, and we don't take immediate action, this does not mean your actions are permissible, or that we are giving up any rights that we may have (such as taking action in the future). These Terms of Service are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under these Terms of Service will be in the courts located in Los Angeles, California, or the court of competent jurisdiction closest thereto if no court of competent jurisdiction resides therein, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If a particular provision in these Terms of Service is not enforceable, that will not affect any other provision. If a court of competent jurisdiction deems any provision of these Terms of Service invalid, the remaining provisions will be unaffected. There are no third-party beneficiary rights under these Terms of Service. You and we irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

## **LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE RESOURCES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **ENFORCEMENT**

You hereby grant us the right to take steps we believe are reasonably necessary or appropriate to enforce or verify compliance with any part of these Terms of Service. You agree that we have the right, without liability to you, to disclose any data or information to law enforcement authorities, government officials, or a third party, as we believe is reasonably necessary or appropriate to enforce or verify compliance with any part of these Terms of Service (including but not limited to our right to cooperate with any legal process relating to your use of the Resources and/or a third-party claim that your use of the Resources is unlawful or infringes such third party's rights).

## **CONTACT US**

If you have any questions or comments about these Terms of Service, you can contact us at [support@kater.ai](mailto:support@kater.ai).

## BETA TEST AGREEMENT

This Beta Test Agreement (the “Agreement”) is entered into by and between the entity or individual entering into this Agreement and who seeks access to the Beta Test (the “Beta Tester”) and Kater.AI, Inc. (“Kater”), and shall be effective as of the day on which the Beta Tester, upon acceptance of the terms and conditions outlined in this Agreement, gains access to the Product for purposes of the Beta Test (the “Effective Date”). This Agreement governs the disclosure of information by Kater to Beta Tester and Beta Tester’s use of Kater’s beta service testing. The rights and obligations contained in this Agreement are entirely separate from and without prejudice to any existing or future agreement between Beta Tester and Kater relating to any of Kater features or services other than the Products. Beta Tester and Kater are sometimes referred to jointly as “parties” or singularly as a “party.”

1. **BETA TEST; GRANT OF LICENSE.** From time-to-time, Kater may provide Beta Tester with certain optimized artificial intelligence models, processed, produced and or provided by Kater (the “Products”) for purposes of studying the usability of certain pre-release Products being developed by Kater and fine tuning and evaluating such Products for potential use by Beta Tester (the “Beta Test”) during the Best Testing Period (defined in Section 4). The Products are furnished without charge to Beta Tester by Kater. Beta Tester desires to participate in the Beta Test for purposes of assessing the performance, interoperability, and functionality of the Products and determining whether the Products meet Beta Tester’s requirements. The parties agree and acknowledge that participation in the Beta Test, whether or not successful, will not obligate either party to enter into any other or additional agreements. Kater grants Beta Tester a non-exclusive, non-transferable, revocable license during the Beta Testing Period to access the Products and related services within specified territories; provided that Beta Tester receives prior written approval from Kater to use of the Products within such territories. Beta Tester shall use the Products in accordance with their applicable documentation and for no other purpose. The Products are licensed, not sold. Kater reserves all rights not expressly granted to Beta Tester in this Agreement. Except for the limited license granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Beta Tester any third party, any intellectual party rights or other right, title or interest in or to the Product. Beta Tester acknowledges that Beta Tester shall not acquire any intellectual property rights or other rights under this Agreement or through Beta Tester’s participation in the Beta Test. Kater and its licensors retain all right, title and interest in the Products, all copies thereof, and all proprietary rights in the Products, platforms, technology or tools, including copyrights, patents, trademarks and trade secret rights. Beta Tester shall not use any information disclosed by Kater in connection with this Agreement to contest the validity of any Kater intellectual property,

including the Products. Beta Tester agrees that it will at all times hold in strict confidence and not disclose Confidential Information (as defined below) to any third party except as approved in writing by Kater and will use the Confidential Information for no purpose other than evaluating the Products. Any such use of Kater’s information and data shall constitute a material, non-curable breach of this Agreement. The parties acknowledge and agree that this Agreement does not provide a commercial license and Beta Tester’s use of the Product after the Best Testing Period is subject to the parties’ entering into and executing a separate commercial license or subscription agreement. Beta Tester is not legally required or obligated to continue with any Beta Product subscription after the Best Testing Period ends.

2. **LIMITATIONS ON LICENSE.** Beta Tester shall not (i) use the Products except in accordance with their documentation; (ii) reverse engineer, decompile, disassemble any software programs contained in the Confidential Information or Products, copy, modify or create derivative works of the Products, in whole or in part, except to the extent permitted by applicable law; (iii) assign, sublicense, transfer, rent, timeshare, publish, loan, lease or otherwise make available the Products, or directly or indirectly permit any unauthorized third party to use or copy the Products; (iv) use the Products for the benefit of any third party; (v) use the Products in excess of the limited rights granted herein; (vi) use the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, or (vii) remove any proprietary notices (e.g., copyright and trademark notices) from the Products. Beta Tester shall be bound by the Kater’s Terms of Service and Privacy Policy.

3. **COMPANY DATA; ACCOUNT.** Beta Tester shall connect its data warehouse to Kater’s platform via secured protocols and credentials, permitting Kater to connect to Beta Tester’s data warehouse or database where Beta Tester data is stored in order to access and obtain Beta Tester’s metadata for purposes of the Beta Test. Beta Tester’s metadata may include, but is not limited to data encompassing table names, column names, data types, column labels and description. Beta Tester shall have the option to select which of the metadata Kater will have access to for the purposes of the Beta Test. Beta Tester grants Kater a non-exclusive license during the Beta Testing Period to use the data for purposes of furnishing the Products. Beta Tester shall ensure it has all rights, permissions, and licenses necessary to upload the data for use as contemplated above. Beta Tester understands and agrees the Beta Test is not designed for the processing of live data or data that is highly sensitive. Kater will not store any Beta Tester personal information or private customer data, and will not be collecting any payment information during the Beta Test. You can find more information about how we will process your personal information in our



Privacy Policy and relevant Terms of Service. Beta Tester will be responsible for (i) all uses of any account that Beta Tester has access to, whether or not Beta Tester has authorized the particular use or user, and regardless of Beta Tester knowledge of such use, and (ii) securing its Kater account, passwords (including but not limited to administrative and user passwords) and files. Kater shall not be responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords or access credentials. Please be aware that Kater may use Amazon Web Services (“AWS”) and OpenAI’s API (“OpenAI”) from time to time for our back-end infrastructure to permit us to run our website’s (<https://www.app.kater.ai/>) service and application database, and to perform large language model functions, respectively. In consideration of being allowed to access and use the Product during the Beta Test, you agree and acknowledge that we may provide AWS with information relating to your access, use, testing, or evaluation of the Product, including observations or information regarding the performance, features and functionality of the Beta Test or any related Product materials as applicable, when and in the form reasonably requested by AWS (“**Test Observations**”). AWS may own, use and evaluate all Test Observations for its own purposes. You will not use any Test Observations except for your internal evaluation purposes of the Product.

4. **TERM AND TERMINATION.** The Beta Test shall commence on the Effective Date and shall continue in full force and effect for an initial term of thirty (30) days unless earlier terminated for cause according to Section 5 (the “**Beta Testing Period**”). The Beta Testing Period shall renew automatically and continue in full force and effect for the period according to the subscription cycle you select, unless either party provides written notice of termination to the other party of its intent not to renew, which shall be provided at least fifteen (15) days prior to the end of the then-current term. Kater may terminate this Agreement at any time and at any point with or without notice, for any reason or no reason. On termination or expiration of this Agreement, all rights and licenses granted in Section 1 shall immediately terminate, any amounts owed by one party to the other party under this Agreement prior to termination shall become immediately due and payable, and each party shall return or destroy any confidential information of the other party in its possession or control. The following provisions shall survive any termination or expiration of this Agreement: Sections 2 (Limitations on License), 4 (Term and Termination), 5 (Termination for Cause), 6 (Confidentiality), 7 (Third-Party Contracts), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 11 (Feedback) and 16 (General).

5. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within seven (7) days of receiving written notice specifying the breach.

6. **CONFIDENTIALITY.** During the course of this Agreement, each party may disclose to the other certain non-public information or materials relating to a party's

products, intellectual property, business, marketing programs and efforts, and other confidential information and trade secrets (“**Confidential Information**”). Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that party receiving such subpoena or order shall promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

7. **THIRD-PARTY CONTRACTS.** The parties acknowledge that the Beta Test may be performed in furtherance of Beta Tester’s obligations to third parties under contracts between Beta Tester and such third parties (“**Third-Party Contracts**”). Beta Tester shall bear all liability for any breach of Third-Party Contracts caused by use of the Products under this Agreement. Kater shall not be responsible or liable for flowdown terms in any Third-Party Contracts, and to the extent flowdown terms must apply to Kater, Beta Tester shall indemnify and defend Kater against all damages, liabilities and costs (including reasonable attorneys’ fees) that are incurred by Kater as the result of third-party claims relating to the breach of Third-Party Contracts.

8. **WARRANTY DISCLAIMER.** THE PRODUCTS AND ALL RELATED SOFTWARE, INFORMATION, TECHNOLOGY AND SERVICES PROVIDED BY OR ON BEHALF OF KATER ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND

WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KATER AND ITS SUPPLIERS/LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, ACCURACY, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF THE PURPOSE). NO ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY KATER, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY GIVE RISE TO A WARRANTY. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCTS REMAINS WITH THE COMPANY. IN ADDITION, KATER DOES NOT WARRANT THAT ACCESS TO THE PRODUCT OR SERVICES ASSOCIATED WITH THE BETA TEST WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE PRODUCTS WILL MEET COMPANY'S NEEDS, OR THAT DATA WILL NOT BE LOST. KATER SHALL NOT BE HELD RESPONSIBLE FOR PRODUCTS WHEREBY COMPANY DATA THAT WAS PROVIDED FOR EVALUATION BY THE COMPANY WAS INACCURATE, INCORRECT OR WHICH MAY HAVE BEEN PROVIDED BY MISTAKE BY COMPANY. WITHOUT LIMITING THE FOREGOING, KATER DOES NOT WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED OR ACCESSED THROUGH THE USE OF THE PRODUCT DURING THE BETA TESTING PERIOD IS DOWNLOADED AT COMPANY'S OWN RISK AND COMPANY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR COMPANY'S USE OF THE PRODUCTS.

COMPANY ACKNOWLEDGES THAT NOT HAVE BEEN TESTED IN ANY MANNER. KATER DOES NOT REPRESENT THAT ANY PRODUCT IS ENTIRELY RELIABLE, ACCURATE, OR COMPLETE.

9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL KATER, ITS AFFILIATES, OR ANY OF ITS LICENSORS AND VENDORS BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS AGREEMENT OR THE PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY OF THE FOREGOING PARTIES FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND ARISING OUT OF THIS AGREEMENT OR THE PRODUCTS WILL IN NO EVENT EXCEED

ONE HUNDRED DOLLARS (\$100.00). Beta Tester hereby waives any and all claims, now known or later discovered, that it may have against Kater, its affiliates, and its licensors and vendors arising out of this Agreement and the Products.

10. **EXPORT.** Beta Tester shall not export, directly or indirectly, the Products to any country for which the United States requires any export license or other governmental approval without first obtaining such license or written approval. It shall be Beta Tester's responsibility to comply with such export laws, rules and regulations. Beta Tester shall defend and indemnify Kater from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any claim the Kater Products were exported or otherwise shipped or transported by Beta Tester or its agents in violation of applicable laws, rules and regulations.

11. **FEEDBACK.** While taking part in the Beta Test, Beta Tester may provide suggestions, comments or other feedback (collectively, "**Feedback**") to Kater with respect to its products and services, including the Products. Feedback is voluntary and Kater is not required to hold it in confidence. Kater may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Beta Tester's intellectual property rights to make use of the Feedback, Beta Tester hereby grants Kater an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Kater's business, including the enhancement of the Products, in current or future products or services without compensation to Beta Tester. Artificial intelligence ("**AI**") and machine learning models can improve over time to better address specific use cases. We do not and will not permit third parties to use your data to improve or train their AI models. We do not and will not use your data to improve or train our models without your permission to do so.

12. **BETA RELEASE; GENERAL DISCLAIMERS; SUPPORT.** The Product is a beta release offering and is not at the level of performance of a commercially available product offering. The Product may not operate correctly and may be substantially modified prior to first commercial release, or at Kater's option may not be released commercially in the future. Kater has no obligation under this Agreement to provide support, maintenance, upgrades, modifications, or new releases of the Product to Beta Tester. However, Kater agrees to use reasonable efforts consistent with prevailing industry standards to maintain the Product in a manner which minimizes errors and interruptions during the Beta Test. Any services associated with the Product or Beta Test may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Kater or by third-party providers, or because of other causes beyond Kater's reasonable control, but Kater shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. We strive to provide a positive user experience. If you encounter any issues, difficulties, or require clarification on how to use the Product, please reach out to our customer support team at:

[support@kater.ai](mailto:support@kater.ai). We are here to assist you in understanding and resolving any problems you may encounter. We also provide limited onboarding, technical and customer support services during the Beta Test via our dedicated [Slack Channel](#) available M-F 8AM-8PM PST.

13. **DATA ACCURACY.** Beta Tester acknowledges and agrees that the accuracy of the data provided to Kater is essential for the proper functioning of the Product. Beta Tester warrants that all the data, metadata, and information submitted to Kater or made available for access by Kater is accurate, complete, and up-to-date to the best of its knowledge. Beta Tester understands and agrees that inaccurate or incomplete data provided by Beta Tester may result in inaccurate or incomplete results from the Beta Test and the Products. Beta Tester acknowledges that the reliability and effectiveness of the Products are directly dependent on the accuracy of the data provided by Beta Tester. Kater reserves the right, but is not obligated, to verify the accuracy of the data provided by Beta Tester. In the event of inaccuracies, the Kater may, at its discretion, take corrective measures or suspend the provision of Products until accurate data is provided. Kater shall not be liable for any errors, inaccuracies, or adverse consequences resulting from inaccurate data provided by Beta Tester. Beta Tester undertakes the responsibility to promptly update and correct any inaccuracies in the data provided to Kater to ensure the ongoing accuracy of the Product. Beta Tester agrees to indemnify and hold Kater harmless from any claims, losses, or damages arising out of or in connection with inaccurate data provided by Beta Tester. IN THE EVENT OF PERSISTENT INACCURACIES OR INTENTIONAL PROVISION OF FALSE DATA, KATER RESERVES THE RIGHT TO TERMINATE OR SUSPEND COMPANY'S ACCESS TO THE PRODUCTS AND TERMINATE THE BETA TEST.

14. **NATURE OF AI.** You are invited to submit input for processing by Kater Intelligence (the “**Input**”) and to receive the resulting output generated by Kater Intelligence (the “**Output**”). Your Input and the Output constitute your data. It is your responsibility to ensure that your Input and utilization of Kater Intelligence comply with all applicable laws governing your use of the Product. You retain sole responsibility for the development, content, operation, maintenance, and use of your data. Given that artificial intelligence is an evolving technology, it's important to note that Kater cannot guarantee the accuracy, security, or efficacy of the Output or any data processed by Kater's technology. You expressly acknowledge and agree that Kater is not liable for any discrepancies or issues related to the Output or data processing by our technology.

15. **ADDITIONAL USE PROVISIONS.** You may not use Products to develop foundation models or other large-scale models that compete with Kater and the services provided by Kater; (ii) to mislead any person that Output from the Product was solely human generated; (iii) to generate spam, content for dissemination in electoral campaigns, or (iv) to use Product in a manner outside the scope of your license in the Agreement. You acknowledge that due to the nature of machine learning and the technology powering Kater, Output may not be unique and

our services may generate the same or similar output to Kater or a third party. Kater disclaims any liability arising from the use of and access to AWS and OpenAI and advises you to carefully review and comply with any third party's terms of use, accepting responsibility for any consequences resulting from such usage.

16. **GENERAL.** Beta Tester may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Kater. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware. Any action at law or in equity arising out of or directly or indirectly relating to this Agreement may be instituted only in the federal or state courts located in San Francisco, California. The parties consent and submit to the personal jurisdiction of those courts for the purposes of any action related to this Agreement, and to extra-territorial service of process. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held unenforceable by any court of content jurisdiction, it shall be severed from this Agreement and the remaining provisions shall remain in full force and effect. Kater shall not be responsible or liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, civil unrest, labor strikes, terrorist acts, acts or omissions of third party technology providers, riots, fires, epidemics or pandemics, earthquakes, floods, power blackouts, strikes, including airport personnel strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Beta Tester or any of its authorized users. No course of dealing or usage of trade by or between the parties shall be deemed to affect any such amendment or modification. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, or a waiver of any other, different or subsequent breach. Neither Beta Tester nor Kater shall represent that its relationship with respect to the other party is other than as an independent contractor. Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party and nothing in this Agreement shall be construed to create any agency, employment, joint venture or partnership. Except as set forth in this Agreement, neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship without obtaining the express prior written consent of the other party, *provided* that Kater may generally use Beta Tester's name, logo and trademarks on its website and other marketing materials so long as such use is not construed in any way to imply that any transaction is endorsed, recommended, or vetted by Beta Tester or that Kater is authorized to act as an agent or a representative of Beta Tester. Notwithstanding anything herein to the contrary, Beta Tester acknowledges that Kater may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, prospective customers, and to third parties for

purposes of due diligence. This Agreement, and any exhibits, as may be amended in accordance with the provisions herein, sets forth the entire Agreement between the parties and supersedes prior proposals, agreements and representations between them related to the subject matter hereof, whether written or oral. No modifications or amendments to this Agreement will be binding upon the parties unless made in writing and duly executed by duly authorized representatives of Kater and Beta Tester. Kater may assign any of its rights or obligations hereunder as it deems necessary.