

## CUSTOMER TERMS OF USE

Last updated: March 15, 2024

Welcome to the Katalon Offerings! Katalon, Inc. and/or its Affiliates ("Katalon", "we", "us" or "our") provide the Offerings subject to the following conditions.

Please review these Customer Terms of Use (these "Terms") carefully. These Terms are between you and the Katalon entity that owns or operates the Offering that you are using or accessing. "You" or "your" means, unless otherwise indicated, your employer or another entity you represent, as applicable. You hereby represent that (a) you have full legal authority to bind your employer or such entity (as applicable) to these Terms; and (b) after reading and understanding these Terms, you agree to these Terms on behalf of your employer or the respective entity (as applicable), and these Terms 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): (I) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY'S EMAIL ADDRESS IN REGISTERING AN ACCOUNT TO USE THE OFFERINGS; OR (II) IF YOU ARE AN ADMIN (AS DEFINED BELOW).

A glossary of defined terms is included at the end of these Terms.

### ACCOUNT, ADMINISTRATION AND USERS

Account. You must register for an account with us in order to place Orders or access and use the Offerings. When creating a User Account or when you are added to a User Account, you: (a) agree to provide us with accurate, complete, and current registration information for all Users; (b) acknowledge that it is your and each User's responsibility to ensure that such User's password remains confidential and secure; (c) agree that you are fully responsible for all activities that occur under User Accounts; and (d) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of User Accounts and/or any breach of these Terms. We may assume that any communications we receive under User Accounts have been made by you. You will be solely responsible for unauthorized usage of the User Account by either you or any other User or third party on your behalf.

Administration. The Offerings allow you to specify Users, including Admins. An Admin may have the ability to make Orders or enable features, products or services (which may incur fees); create, de-provision, monitor or modify User Accounts, and set User usage permissions or subscription renewal options; integrate or disable integration with Plugins and third-party products or services; and manage Your Data. You are responsible for whom you allow to become Admins and any actions they take, including as described above. You agree that our responsibilities do not extend to the internal management or administration of the Offerings to you.

Users. Only Users may access and use the Offerings. Some Offerings may allow you to designate different types of Users, in which case pricing and functionality may vary according to the type of User. You are responsible for the actions taken by your Users, and the compliance with these Terms by all Users, including what Users do with Your Data, and for all fees incurred by Users (or from adding Users). Any Offerings identified in an Order as being provided on per

“user” basis have a specific natural person associated with each subscription, who must be identified in the User Account, and may not be changed in a manner to circumvent the number of Users permitted. A User associated with a “user” based subscription may access and use the applicable Offerings on any Internet browser and/or computer within your internal enterprise network, provided that only one User is assigned to a User Account and multiple individuals may not share the same User Account.

## **ACCESS TO, AND USE OF, OFFERINGS**

Access to Offerings. Subject to these Terms and during the applicable Subscription Term, you are granted a non-exclusive, non-sublicensable and non-transferable right for Users to access and use the Offerings for (a) your internal business purposes for your and your Affiliates' benefits, and (b) the internal business purposes of Your Customers as part of the services that you provide to them, as applicable.

Use by Your Affiliates, Contractors, and Your Customers. You are only permitted to add your Affiliates, contractors, and Your Customers as Users (“Additional Users”) to access and use the Offerings, provided that:

- Use by each of your Additional Users is subject to these Terms, and you remain responsible for each of your Additional Users' compliance with these Terms;
- Contractors are permitted to use the Offerings solely on your behalf as necessary to provide services to you; and
- Your Customers are permitted to use the Offerings as part of the services that you provide to them solely with respect to your products and services.

Ownership and General Restrictions. As between the parties, we exclusively own and reserve all right, title, and interest in and to the Offerings, the Documentation, our Confidential Information, and the Usage Data. All rights not expressly granted hereunder are reserved by us and our licensors. Usage Data shall be subject to our publicly-posted privacy policy and Privacy Law. Except for the limited rights expressly granted above, we reserve all rights, title and interest in and to the Offerings, including all intellectual property rights therein. No rights are granted to you hereunder other than as expressly set forth in these Terms. Without limiting the generality of the foregoing, except as otherwise expressly permitted in these Terms, you will not (a) use the Offerings for the benefit of any third party, or permit any third party to use the Offerings (other than as expressly permitted with respect to your Additional Users), (b) reproduce, modify, adapt or create derivative works of the Offerings, (c) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Offerings, except to the extent expressly permitted by applicable law (and then only upon advance notice to us), (d) remove or obscure any proprietary or other notices on the Offerings, (e) attempt to gain unauthorized access to the Offerings, interfere with, or otherwise circumvent any security measures or mechanisms intended to limit your use within the Offerings, (f) use the Offerings for competitive analysis, product benchmark or to build competitive products; (g) publicly disseminate information regarding the performance of any products or services on the Offerings; (h) use the Offerings to transmit or store any malicious code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; or (i) encourage or assist any third party to do any of the foregoing.

## FEES AND PAYMENT

Fees. Unless otherwise set forth on an Order, you will be charged the applicable rates available at <https://www.katalon.com/pricing> or as otherwise made available on the Offerings. You agree to pay us the fees for the Offerings. Unless otherwise set forth in an applicable Order, payment shall be due within thirty (30) days from receipt of our invoice and shall be made in United States dollars, and invoices may be submitted through your Admin's User Account or via email to the email address(es) you designate in your Admin's User Account. Subject to any payment dispute (below), payment obligations are non-cancelable and all fees, once paid, are non-refundable. You agree (a) that any and all discounts, incentives and promotional pricings offered to you are conditioned upon your timely payments of all fees due hereunder; and (b) to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute (below), and not paid when due. We may suspend the provision of the Offerings to any and all of your User Accounts until all fees due are paid in full. You are prohibited from creating new accounts until all fees due are paid in full.

Taxes. All fees are exclusive of Taxes. Amounts payable to us under these Terms are payable in full to us without deduction and are net of Taxes. You will pay all Taxes associated with the Offerings and these Terms, excluding any taxes based on our net income, property, or employees. We reserve the right to invoice for Taxes if required under the applicable taxing jurisdiction unless you provide us with an exemption certificate.

Increasing Usage Limits. You may add users, increase limits, or otherwise increase the Scope of Use of the Offerings by placing a new Order or modifying an existing Order, as permitted on the Offerings. Unless otherwise specified in the applicable Order, we will charge you for any increased use at our then-current rates, prorated for the remainder of the then-current Subscription Term.

Payment Disputes. You will notify us in writing within thirty (30) days of the date we bill you for any fees that you wish to dispute. Where you are disputing any fees, you must act reasonably and in good faith and will cooperate diligently with us to resolve the dispute. We will not charge you a late fee or suspend the provision of the Offerings for unpaid fees that are in dispute, unless you fail to cooperate diligently with us, or we determine the dispute is not reasonable or not brought in good faith by you.

## YOUR DATA

Ownership Rights. As between the parties, you retain all right, title and interest (including any and all intellectual property rights) in and to Your Data and any modifications made thereto in the course of the operation of the Offerings. Subject to these Terms, you hereby grant to us a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display (a) Your Data solely to the extent necessary to provide the Offerings to you, or to prevent or address service or technical problems under these Terms, or as may be required by law; and (b) Your Data for any of our internal business purposes,

provided that such data is transformed and maintained in anonymized and aggregated form such that it does not contain any personal data subject to Privacy Law.

**Use of Your Data.** You will ensure that your use of the Offerings and all Your Data is at all times compliant with these Terms, your privacy policies, and all applicable laws and regulations and conventions, including Privacy Law. You are solely responsible for the quality, integrity, accuracy, content and legality of all Your Data. You represent and warrant that you have sufficient rights in Your Data, provided any required notices and received any required consents as necessary to grant the rights granted to us hereunder and that Your Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. You agree not to upload to the Offerings (a) any patient, medical or other protected information regulated by HIPAA or any similar federal or state laws, rules or regulations or (b) any financial or accounting data or payment information, other than your credit card information for account payment processing of the fees, which is processed and stored by our third-payment payment service provider and not processed or stored by us. Your Data hosted or otherwise processed by us shall be subject to the Data Processing Addendum ("DPA") available at <https://katalon.com/terms#dpa>.

**Data Security.** We will implement and maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of, and prevention of any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of, Your Data, in accordance with applicable industry standards. We will notify you immediately following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of Your Data. Written notification provided pursuant to this paragraph will include a brief summary of the available facts, the status of our investigation, and if known and applicable, the potential number of persons affected by release of data relating to such person.

**Removals and Suspension.** We have no obligation to monitor any content uploaded to the Offerings. Nonetheless, if we deem such action necessary based on your violation of these Terms or in response to takedown requests for violations of third-party intellectual property rights, we may remove Your Data from the Offerings and/or suspend your access to the Offerings. We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable, but if we determine that your actions endanger the operation of the Offerings or other users, we may suspend your access or remove Your Data immediately without notice. We have no liability to you for removing or deleting Your Data from or suspending your access to any Offerings.

## **CONFIDENTIALITY**

**Non-Use and Nondisclosure.** Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under these Terms, and shall not disclose such Confidential Information to any employee or third party, except to those Users, employees, advisors or representatives of the recipient who are under a contractual or fiduciary duty of confidentiality similar in content to the provisions hereof and whom the recipient will remain responsible for hereunder ("Representatives") and who are required to have access to such Confidential Information in order to perform the obligations under these Terms. Without limiting the foregoing, each of the parties shall use at least the same degree of care it uses to prevent the disclosure of its own

confidential information of like importance, which care shall be no less than reasonable care, to prevent the disclosure of Confidential Information of the other party.

Exceptions. The receiving party may disclose Confidential Information of the disclosing party if so required pursuant to a regulation, law, subpoena, or court order (collectively, "Compelled Disclosures"), provided the receiving party gives the disclosing party notice of a Compelled Disclosure (to the extent legally permitted). The receiving party will provide reasonable cooperation to the disclosing party in connection with a Compelled Disclosure at the disclosing party's sole expense.

Feedback. You may provide suggestions, feedback and other information to us regarding possible improvements in the operation, functionality or use of the Offerings ("Feedback"). You hereby grant us the perpetual, irrevocable, sublicensable right to use, copy, modify, create derivative works of and otherwise fully exploit the Feedback to improve the operation, functionality or use of our existing and future Offerings and commercializing such Offerings.

## **CHANGES TO TERMS**

Changes to these Terms. We may modify the terms and conditions of these Terms from time to time, with notice to you in accordance with the provision on Notices below or by posting the modified Terms on our website; provided however, any modifications to these Terms will take effect at the next renewal of your Subscription Term and will automatically apply as of the renewal date unless you elect not to renew. Notwithstanding the foregoing, in some cases (e.g., to address compliance with Laws, or as necessary for new features) we may specify that such modifications become effective during your then-current Subscription Term or, solely with respect to additional or modified terms for new Offerings or features, upon your use of such new Offerings or features. If the effective date of such modifications is during your then-current Subscription Term and you object to the modifications, then (as your exclusive remedy) you may terminate your affected Orders upon notice to us, and we will refund to you any fees you have pre-paid for use of the affected Offering for the terminated portion of the applicable Subscription Term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications. For the avoidance of doubt, any Order is subject to the version of these Terms in effect at the time of the Order.

## **TERM AND TERMINATION**

Term. These Terms will commence upon your acceptance of an Order, your creation or access to a User Account, or your download, installation, activation or use of the Offerings and will remain in effect until otherwise terminated as set forth below.

Termination. A party may terminate any Order if the other party commits any material breach of such Order (or the provisions of these Terms applicable to the particular Order) and does not remedy the material breach within thirty (30) days after the date that it receives notice of the breach. These Terms may be terminated by either party immediately upon written notice, in the event that: (a) the other party files a petition, in bankruptcy, seeking any reorganization, arrangement, composition, or similar relief under any Law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (b) a receiver, trustee, or similar

officer is appointed for the business or property of such party; or (c) the other party adopts a resolution for discontinuance of its business or for dissolution. We may terminate these Terms immediately in the event you fail to make any payments of fees when such payments are due or if you commit a material breach that is not capable of being cured or if you don't cure such material breach within 30 days' of written notice from us. Termination of an Order shall not be deemed a termination of these Terms. Termination of these Terms shall, however, terminate all outstanding Orders. Either party may also terminate these Terms upon no less than thirty (30) days' prior written notice to the other party for any reason, if at such time there are no outstanding Orders then currently in effect.

**Suspension of the Offerings.** We may suspend use of the Offerings immediately upon notice to you for cause if we, in good faith, determine: (a) that you or your Users materially breach (or we, in good faith, believe that you or your Users have materially breached) any provision of these Terms, and such breach violates a third party right or materially impacts the performance of the Offerings or other users' enjoyment of the Offerings; (b) there is an unusual and material spike or increase in your use of the Offerings and that such traffic or use is fraudulent or materially and negatively impacting the operating capability of any products or services on the Offerings; (c) that our provision of the products or services on the Offerings is prohibited by applicable Law; (d) there is any use of the Offerings by you or your Users that threatens the security, integrity, or availability of the Offerings; or (e) that information in your User Account or User Accounts of your Users are untrue, inaccurate, incomplete or otherwise fraudulent.

**Subscription Auto-Renewal.** To ensure that you will not experience any interruption or loss of services, your subscription to the Offerings include an automatic renewal option by default, according to which, unless you disable the auto-renewal option or cancel or modify your subscription prior to its expiration, the subscription will automatically renew upon the end of the then applicable Subscription Term for additional annual subscription periods subject to these Terms; provided that if your applicable Subscription Term is for a monthly period, your subscription will automatically renew for additional monthly subscription periods subject to these Terms. You will provide any notice of non-renewal through the means we designate, which may include account settings on the Offerings or contacting our support team. Canceling your subscription means that you will not be charged for the next billing cycle, but you will not receive any refunds or credits for amounts that have already been charged. Unless specified in an applicable Order, all renewals (a) are subject to the applicable products or services continuing to be offered on the Offerings, (b) will be charged at the then-current prices for the applicable Offerings, (c) will exclude any discount or other promotions offered during the prior Subscription Term, and (d) are subject to any changes in usage policies, usage limits or other Scope of Use. You agree that we may bill your credit card or other payment methods for renewals, additional users, overages to set limits or Scopes of Use, expenses, and unpaid fees, as applicable. Either party may elect to not renew an Order by giving the other party at least thirty (30) days' written notice to terminate such Order before the beginning of the next Subscription Term for such Order, and such termination shall be effective at the end of the then-current Subscription Term.

**Effect of Termination.** Upon any termination or expiration of these Terms or any applicable Order, we shall no longer provide the applicable Offerings to you, and you shall promptly cease and cause your Users to promptly cease using the applicable Offerings. Upon termination of these Terms, each party shall promptly return or destroy all Confidential Information of the other party in its possession, except that each party may keep a copy of the other party's Confidential

Information for archival purposes, or otherwise in accordance with their respective internal recordkeeping procedures, or in compliance with applicable Laws, and will not be required to delete or destroy any copies maintained in its normal-course back-up media. After termination of any Order, we will have no obligation to store and/or make available Your Data for the applicable Offerings, and we may delete the same. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of these Terms and each Order.

## **DISCLAIMERS, INDEMNIFICATION, AND LIMITATION OF LIABILITY**

Offering Warranty. We warrant that during the Subscription Term, the Offerings will conform, in all material respects, with the Documentation. Such warranty shall only apply if the Offerings have been utilized by you in accordance with the Order, the Documentation, and these Terms. For any breach of our representation and warranty, your exclusive remedies are those described in the “Termination” section.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, WE MAKE 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. WE DO NOT REPRESENT OR WARRANT THAT THE OFFERINGS WILL BE ERROR-FREE OR THAT THE OFFERINGS WILL MEET YOUR OR YOUR USERS' REQUIREMENTS OR THAT ALL ERRORS IN THE OFFERINGS WILL BE CORRECTED, AND WE MAKE NO WARRANTIES AND DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY COMPONENTS OR APPLICATIONS CREATED OR PROVIDED BY A PARTY OTHER THAN US. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY US. You agree that any use or purchase of our products or services shall not be contingent on the delivery of any future functionality or features, or dependent on any oral or written comments we make regarding future functionality or features.

Our Indemnification. We will defend you, your Affiliates and their respective officers, directors, employees and agents (collectively, the “Customer Indemnitees”), against any claim, demand, suit or legal proceeding made or brought against any of the Customer Indemnitees by a third party alleging that the Offerings infringe or misappropriate such third party's U.S. intellectual property rights (a “Claim Against Customer”), and will indemnify the Customer Indemnitees from any damages (including reasonable attorney fees and costs) finally awarded against any of the Customer Indemnitees as a result of, or for amounts paid under a court-approved settlement of, a Claim Against Customer. If a Claim Against Customer is brought or is likely, in our sole opinion, to be brought, we will, at our option and expense (a) obtain the right for you to continue using the Offering; (b) replace or modify the affected Offering so that it becomes non-infringing; or (c) upon notice to you, terminate these Terms or your use of the affected Offerings, provided that in the case of subsection (c) we will promptly refund to you the prorated portion of any unearned pre-paid subscription fees paid hereunder for the affected Offerings. Our obligations in this section do not apply to: (i) any products, services, technology, materials or data created or provided by a party other than us (including without limitation Your Data), (ii) any part of the Offerings made in whole or in part in accordance to your specifications, (iii) any modifications

not made by us, (iv) any combination with other products, processes or materials not provided by us (where the alleged damages, costs or expenses arise from or relate to such combination), (v) where you continue the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) your use of the Offerings not strictly in accordance with these Terms, the Scope of Use or any Documentation, ((i) through (vi), the "Excluded Claims").

Your Indemnification. You will defend us, our Affiliates and their respective officers, directors, employees and agents (collectively, the "Katalon Indemnitees") against any claim, demand, suit or proceeding made or brought against any or all of the Katalon Indemnitees by a third party arising out of or attributable to the Excluded Claims, and will indemnify the Katalon Indemnitees from any damages, reasonable attorney fees and costs finally awarded against the Katalon Indemnitees as a result of, or for any amounts paid under a court-approved settlement of an Excluded Claim.

Indemnification Procedure. Each party's obligation to indemnify the other party is conditioned on the party seeking indemnification: (a) promptly notifying the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, (b) allowing the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim that requires the indemnified party to admit fault without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed), and (c) giving the indemnifying party reasonable assistance in the defense and settlement of any claim, suit or proceeding for which indemnity is claimed.

Sole Remedy. The foregoing indemnity obligations state the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THESE TERMS OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION: (I) IN AN AMOUNT THAT EXCEEDS THE FEES YOU HAVE PAID FOR THE OFFERINGS UNDER THE APPLICABLE ORDER IN THE PRECEDING 12 MONTHS; OR (II) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INDIRECT DAMAGES OR COSTS (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS) IN CONNECTION WITH THE OFFERINGS OR THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. The limitations of liability set forth in this paragraph will not apply to: (a) each party's violation of the other party's intellectual property rights; (b) your payment obligations; and (c) a party's liability related to (i) its indemnification obligations, (ii) its material breach of its confidentiality obligations, (iii) its breach of any restrictions on the access or use of the Offerings, and/or (iv) gross negligence or intentional misconduct, or (c) any obligation where the applicable Law does not allow the limitation(s) thereof. The parties hereby acknowledge that the provisions of this paragraph allocate the risks under these Terms and the applicable Order which are acknowledged and agreed by and between you and us, and our pricing reflects this allocation of risk and the limitation of liability specified herein.

## MISCELLANEOUS

Assignment. Neither these Terms nor any rights or obligations under these Terms may be assigned or otherwise transferred by either party without the prior written consent of the other party; provided that, such prior written consent is not required for any assignment by either party to its Affiliates or to any successor of substantially all of its business or assets to which these Terms relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Governing Law. These Terms shall be governed by the laws of the State of Georgia, USA, without regard to the conflicts of law provisions of any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. To the extent that any lawsuit is permitted under these Terms, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Fulton County, Georgia, USA (to the extent not addressed by arbitration below, if any).

Dispute Resolution. In the event of any dispute, claim, or controversy in connection with these Terms (collectively, "Disputes"), each party's senior representatives will, in good faith, attempt to resolve the Dispute. If the parties are unable to resolve the Dispute within thirty (30) days or within such other time period as the parties may agree in writing, then the parties may commence binding arbitration under JAMS' Comprehensive Arbitration Rules and Procedures. The parties will share equally the fees and expenses of the JAMS arbitrator. The arbitration will be conducted by a sole arbitrator mutually agreed to between the parties within twenty (20) days of receipt by respondent of the request for arbitration or, failing that, by JAMS under its then prevailing rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have the authority to grant specific performance or any other equitable or legal remedy, including provisional remedies, provided that the arbitrator will have no authority to award punitive damages or consequential damages or liquidated damages. Each party will be responsible for its own incurred expenses arising out of any dispute resolution procedure. Any arbitration proceedings will be conducted in the English language and will take place in Fulton County, Georgia, USA.

Injunctive Relief. Nothing contained in these Terms 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.

Additional Customer Terms. Additional terms and conditions specific to certain products and services in the Offerings are set forth in the Addendum (the "Additional Customer Terms"). If you use any of the Offerings described in the Additional Customer Terms, the Additional Customer Terms will apply with respect to such Offerings, in addition to these Terms, and such Additional Customer Terms are incorporated herein by reference in their entirety.

Notice. All notices, consents and other communications hereunder shall be provided in writing and shall be delivered personally or by email or registered or certified mail (return receipt requested) to the parties at the addresses set forth on any Orders or in any User Account (or

such other address as may have been furnished by or on behalf of such party by like notice); provided that, for any notices sent to us, a copy of the notice will be sent to [legal@katalon.com](mailto:legal@katalon.com). We may provide notice to you using your User Account or in-product notifications, or to your Admin contact information, including your Admin's email address. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Communications sent by email or to your User Account shall be deemed delivered and received upon dispatch. Communications sent by registered or certified mail shall be deemed delivered upon receipt.

Publicity Rights. You agree that we may identify you as a customer and use your name, logo and a description of your use case on our website and in marketing and promotional materials, subject to your standard trademark usage guidelines that you provide to us. We will promptly stop doing so upon your request sent to [legal@katalon.com](mailto:legal@katalon.com).

Export Compliance. The Offerings are subject to export restrictions by the United States government and may be subject to import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your access to, use of, and download of the Offerings (or any part thereof). You shall not, directly or indirectly, import, export, re-export or transship the Offerings, services, or technical information in violation of any applicable export control and economic sanctions laws and regulations of any country having jurisdiction over the Offerings, or parties to these Terms ("Export Laws"), including without limitation, the U.S. Export Administration Regulations and those economic sanctions regulations maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, and any other economic sanctions imposed by the U.S. Government upon any country, territory, or person. You represent and warrant that (a) you are not the subject or target of, and that you are not located in a country or territory (including without limitation, Belarus, Russia, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions, and (b) none of Your Data is controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions. You agree not to use or provide the Offerings for any prohibited end use, including to support chemical, biological or nuclear weapons, or missile technology, or military-intelligence, without the prior permission of the U.S. government. You agree to comply with all applicable Export Laws and will indemnify, defend, and hold us harmless from any claim against us due to your violation or alleged violation of the Export Laws.

U.S. Government End-Use Provisions. The following applies to all acquisitions of the Offerings and Documentation by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government. The Offerings and Documentation and services utilizing the Offerings and Documentation provided under these Terms are "commercial items" as that term is defined at 48 C.F.R. 2.101 consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and other applicable acquisition regulations and are provided to the U.S. Government only as a commercial item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, all U.S. Government users and licensees acquire the Offerings and its associated services and Documentation with only those rights and are subject to the restrictions set forth in these Terms. Notwithstanding the foregoing, the Offerings and its associated services and Documentation may not be acquired by the U.S. government pursuant to a contract incorporating clauses prescribed by FAR Subpart 27.4 or DFARS Subpart 227.4.

Force Majeure. Nonperformance of either party, except for the making of payments, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, cyber-attacks, information security and data breaches caused by third parties, failure of cloud services, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of such party (collectively, "Force Majeure Events"). The party affected by a Force Majeure Event will take all reasonable actions to minimize the consequences of any such event.

Entire Agreement; Amendment. These Terms together with the Orders, and any attachments, schedules, exhibits and addenda (including without limitations, the Additional Customer Terms) referenced herein (the "Attachments") constitute the entire agreement between the parties regarding the subject matter hereof. All prior or contemporaneous agreements, proposals, understandings, and communications between the parties regarding the subject matter hereof, whether oral or written, are superseded by and merged into these Terms. Except as otherwise expressly set forth herein, no modification or amendment to these Terms, nor any Attachment or Order, will be binding unless by an agreement in writing signed by both parties (or in the case of online Terms, accepted by you) that specifically references and clearly states the intention to amend these Terms, such Attachment or such Order, as applicable. Any terms and conditions set forth in an Order shall solely be applicable to such Order and shall not affect any other Orders between the parties. In the event of any conflict between these Terms and those of any Order or Attachment, these Terms will control (unless such Order or Attachment is intended to control), and the terms of an Order, an Attachment, and these Terms will prevail over any conflicting provision in any purchase order or any other instrument regardless of execution by the parties. You may not use a purchase order or other instrument not issued by us to modify or add to these Terms, and all such attempted modifications or additions to these Terms in any such purchase order or instrument shall be void and of no effect, even if accepted or signed by both parties. Any purchase orders that are accepted by us are accepted expressly subject to these Terms without regard to any additional or conflicting terms therein. If you have a separate written agreement with us for your use of the Offerings, these Terms will not apply to you, unless that written agreement does not cover a particular product or service, in which case, these Terms apply solely to your use of that particular product or service.

Other Miscellaneous Terms. The relationship between the parties to these Terms is and shall be that of independent contractors. It is expressly agreed that nothing in these terms shall be construed to create or imply a partnership, joint venture, agency relationship or contract of employment. There are no third-party beneficiaries to these Terms. Any waiver of the provisions of these Terms or of a party's rights or remedies under these Terms must be in writing referencing these Terms to be effective. Failure, neglect, or delay by a party to enforce the provisions of these Terms or its rights or remedies at any time shall not be deemed to be a waiver of such party's rights under these Terms and shall not prejudice such party's right to take subsequent action. 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 term, condition, or provision in these Terms is found to be invalid, unlawful or unenforceable to any extent, the invalid, unlawful or unenforceable term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law. The language of these Terms, any Attachments and all Orders is English. All contract interpretations, notices and dispute resolutions shall be in

English. Translations of any of these documents are not to be construed as official or original versions of the documents.

## **DEFINITIONS**

Certain capitalized terms are defined below, and others are defined contextually in these Terms.

“Account Profile” means any profile or registration information (including profile or information relating to your organization or an individual User) that you or a User provides in the User Account, which may include without limitation, your organization’s name, an individual User’s name, email address and other contact information, username and password, and subscription, Order and payment information.

“Admin” means a person (who is a User) designated by you to administer any Offerings to Users on your behalf.

“Affiliate” means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

“AI Product” means any artificial intelligence or machine learning feature, capability or functionality made available in the Offerings, including without limitation, any feature, capability or functionality identified by us as AI-powered or AI-assisted.

“Cloud Products” means our hosted or cloud-based services and solutions, including any client software we provide as part thereof.

“Confidential Information” means any material or information disclosed by either party to the other party either directly or indirectly, relating to these Terms, in writing, orally or by inspection of tangible objects (including without limitation material or information relating to such party’s research, development, know-how, products, product plans, services, customer, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information or trade secrets), which is designated as “Confidential,” “Proprietary” or some similar designation, or information the confidential or proprietary nature of which is reasonably apparent under the circumstances. Confidential Information shall not include information which (a) becomes a part of the public domain through no act or omission of recipient; (b) was in recipient’s lawful possession prior to the disclosure by discloser and had not been subject to limitations on disclosure or use, as shown by recipient’s files existing at the time of disclosure; (c) is independently developed by recipient’s employees or independent contractors who have not had access to the Confidential Information; or (d) is lawfully disclosed hereafter to recipient, without restriction, by a third party who did not acquire the information directly or indirectly from discloser.

“Documentation” means our standard published documentation for the Offerings, including any usage guides and policies, currently available at <https://docs.katalon.com/docs>.

“Input” means, in relation to your use of any AI Product, any of Your Data that you or your Users upload, submit, provide or make available to be processed by such AI Product.

“Laws” means all applicable local, state, federal and international laws, regulations and conventions, including those related to Privacy Law and Export Laws.

“Offerings” means the products and services offered by us on, through, or in connection with, the Software or Cloud Products (including without limitations, the Free Offerings and Pre-Released Offerings), as designated on an Order and within the Scope of Use.

“Order” means any applicable online order form, flow, in-product screen or other ordering document or process approved by us that specifies, as applicable, mutually agreed upon (a) Offerings you are ordering from us (either directly by you or indirectly through a Reseller in accordance to your Reseller Agreement), (b) Scope of Use, and (c) (for a paid Order) the amount or rate you will be charged, the billing and renewal terms, applicable currency, and form of payment.

“Output” means, in relation to your use of any AI Product, any output generated and returned to you or your User, as applicable, by such AI Product, based on Input.

“Privacy Law” means, as applicable, the laws, regulations or other legal requirements relating to data protection, privacy, security or otherwise with respect to the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of personal data.

“Reseller” means a reseller, distributor or partner authorized by us in writing to resell or offer Offerings to you, in the case where you purchase such Offerings from such authorized reseller, distributor or partner.

“Scope of Use” means your authorized scope of use of an applicable Offering in compliance with the applicable Documentation and as designated on an Order, which may include (as applicable): (a) Subscription Terms, (b) number and type of Users or organizations, (c) numbers of licenses, copies, instances, nodes, executions or parallel execution sessions, (d) usage metrics, usage limits, data retention period, or other scope of use parameters, or (e) entity, division, business unit, website, field of use or other restrictions or billable units.

“Software” means our commercially available downloadable, standalone or on-premise software products, including such products hosted on your cloud-based services and mobile applications of such products. Your Order will specify the Software that you may use.

“Subscription Term” means your permitted subscription period for a subscription-based Offering designated on an Order and any renewal thereof. The initial Subscription Term will commence on the date set forth on the invoice, or if no date is provided, upon activation of the Offering.

“Taxes” means any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes.

“Test Content” means test scripts, records and other test data you send to, or create and store in, the Offerings, including the testing project name and date, test execution results (log, image, video) and reports, and execution environment information.

“Usage Data” means information relating to your relationship with us, including User and User Account information, billing details, authorization information (e.g., username, password, two factor authentication), as well as system logs and user account activity and other information relating to the provision, use and performance of various aspects of the Offerings, and related

systems and technologies, including without limitation operating speed, memory usage, throughput, bandwidth, errors and error rates, user logins, feature usage, license usage, performance data, and other information collected in the general operation of the Offerings.

“User Account” means an account associated with a User that contains an Account Profile, established by you or an Admin to enable the User to use or access the Offerings within your organization. A User Account shall not be shared with multiple Users.

“Users” means the specific natural persons that are your employees or Additional Users, whom you permit and invite to use the applicable Offerings for your benefit or as otherwise permitted for such Additional Users, and for whom you have paid the required fees (as applicable for paid Offerings).

“Your Customer” means a customer for your testing services and the resulting output and who has a separate subscription to the applicable Offerings that you are providing support to such customer therewith.

“Your Data” means your Test Content, data, content, videos, images, objects, patterns, Input and Output from any AI Product (if any), or other materials of any type that we host or otherwise process for you in performance of the Offerings. Your Data does not include Usage Data.

## **ADDENDUM: ADDITIONAL CUSTOMER TERMS**

If you use any of the Offerings below, these Additional Customer Terms (“Additional Terms”) will apply with respect to such Offerings, in addition to the Customer Terms of Use (the “Customer Terms”, the Customer Terms together with the Additional Terms shall hereafter be referred to as this “Agreement”). All defined terms used herein but not otherwise defined, shall have the meanings given to them in the Customer Terms.

### **DOWNLOADABLE, STANDALONE, AND ON-PREMISE SOFTWARE**

If you download, purchase or otherwise use Software as part of the Offerings, you agree to comply with these additional restrictions:

- Upon termination of any Order for the Software for any reason, you will promptly at our option either return or destroy all copies of the Software and any related Documentation in your possession or control.
- Unless otherwise specified in an Order, for each Software license that you purchase, you may install one (1) production instance of the Software on systems owned or operated by you or one of your Users.
- The Software may be licensed in online or offline mode. If you purchase a license for use of the Software in online mode, you must maintain an online access to connect the Software to our online license right management server for license activation, management, subscriptions tracking, support and updates. If you purchase a license of

the Software for use in offline mode, you can disconnect any online access to the Software. However, you agree to provide appropriate information to verify your compliance with the Scope Of Use or you must download and install the Katalon License Server for our license activation, management, subscriptions tracking, support and updates. If you use the Software in offline mode, you will permit us to remotely access the Katalon License Server twice per year or provide us with a server-generated report from the Katalon License Server in the format we specify, in each case so that we can verify your usage of the Software is within these Terms, the Scope of Use and the Documentation.

- Use of the Software is limited to use in object-code form only. With respect to your use of the Software for Your Customers as permitted in the Agreement, you may not provide access or use of your copies of the Software to Your Customers or include the Software as part of a product, service or other offering you provide to Your Customers. In addition, you must verify that each of Your Customers has its own copy of the Software.
- Except for the limited rights expressly granted in this Agreement, we reserve all rights, title and interest in and to the Software, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth above in this Agreement. Without limiting the generality of the foregoing, you may not (a) distribute outside your organization, sublicense, copy, modify, or publicly display the Software, (b) use on behalf of any third party, or permit any third party to use, the Software (except for the limited use for Additional Users described in the Customer Terms), (c) decompile or reverse engineer the Software, (d) remove any proprietary rights notices on the Software, or (e) attempt to gain unauthorized access to the Software, interfere with, or otherwise circumvent any security measures or mechanisms to limit your use within the Software. If you believe you are entitled to reverse engineer the Software because of rights that may be granted as a matter of local law, such as the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs (as amended), then (i) you shall first request the technical information from us, (ii) this technical information may be used only for the purposes of ensuring interoperability and compatibility, and (iii) the technical information will be considered our Confidential Information and treated as such according to this Agreement.
- You acknowledge that the Software may include open source and freeware software and materials licensed from third parties. The terms in this Agreement are offered by us alone and do not limit the rights and requirements in any such third party materials.
- You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation.
- You agree that we may verify that your use of the Software is in compliance with this Agreement and the Scope of Use. You will provide reasonable assistance, cooperation, and access to relevant information in the course of any verification. If you exceed your Scope of Use, we may invoice you for any past or ongoing excessive use, and you will pay the invoice promptly after receipt.

## **OFFERINGS PURCHASED THROUGH A RESELLER**

If you purchased the Offerings from a Reseller, then to the extent there is any conflict between this Agreement and the agreement entered between you and the respective Reseller, including any purchase order (“Reseller Agreement”), then, as between you and us, this Agreement shall prevail. Any rights granted to you in such Reseller Agreement which are not contained in, or consistent with, this Agreement, apply only in connection with the Reseller. In that case, you must seek redress or realization or enforcement of such rights solely with the Reseller and not us. The Reseller is not authorized to modify this Agreement or make any promises or commitments on our behalf, and we are not bound by any obligations to you other than as set forth in this Agreement. These additional terms shall apply to your use of the Offerings through a Reseller:

- Your Reseller may also be added as an Additional User, provided that your Reseller is permitted to use the Offerings solely on your behalf as necessary for such Reseller to provide you services.
- The fees and subscription number/type for the Offerings will be set forth in the Reseller Agreement between you and the Reseller.
- You and your Users' access to the Offerings is subject to our receipt from such Reseller of the payment of the applicable fees paid by you to the Reseller. You hereby acknowledge that at any time, at our discretion, the billing of the fees for your use of the Offerings purchased through a Reseller may be assigned to us, such that you shall pay us directly the respective fees. We may suspend or terminate your rights to use the Offerings if we do not receive the corresponding payment from the Reseller.
- Instead of an Order with us, your order details (e.g., the Offerings, Subscription Term, and Scope of Use) will be as stated in the Order placed with us by the Reseller on your behalf, and the Reseller is responsible for the accuracy of any such Order as communicated to us.
- If you are entitled to a refund under this Agreement, then unless otherwise specified by us, we will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to you.

## **FREE OFFERINGS; PRE-RELEASED OFFERINGS**

Free Offerings. We may offer, from time to time, part or all of the Offerings on a free, no-obligation basis (“Free Offerings”). Free Offerings are for trial purposes only, and the terms and conditions of the Free Offerings are set forth hereunder and as communicated to you within the Offerings or in an Order.

Free Offerings may not be combined or used in conjunction with any paid Offerings. You and/or your Users shall not (a) use, mix or combine a Free Offering with any paid Offering within the same organizational account or within your organization, (b) use, mix or combine a Free Offering with any paid Offerings within a User Account, or between/among User Accounts, (c) have any combination of one or more free User Accounts with any paid User Account; or (d) use results, outputs, tests, or data produced or generated by a Free Offering with any paid Offering or in any paid account. As a non-limiting example, you cannot use a free version of Katalon Studio in conjunction with, or use tests and other outputs generated using a free version of Katalon Studio within, a paid account or paid Offering (such as a paid version of Katalon Runtime Engine).

Pre-Released Offerings. We may offer, from time to time, certain products or services on our Offerings in Alpha or Beta versions, pre-released versions or otherwise still under development (the “Pre-Released Offerings”). We use our best endeavors to identify such Pre-Released Offerings as such. Pre-Released Offerings may be inoperable or incomplete, and may contain bugs, suffer disruptions and/or not operate as intended and designated, more than usual. We reserve the right to modify, cancel and/or limit any Pre-Released Offerings at any time and without liability or explanation to you.

Governing Terms of Free Offerings and Pre-Released Offerings. We grant you access and use of the Free Offerings and Pre-Released Offerings subject to this Agreement and within the Scope of Use, provided that notwithstanding anything in this Agreement or elsewhere to the contrary, in respect of Free Offerings and Pre-Released Offerings (a) such products or services are provided or licensed (as applicable) hereunder on as “As-Is”, “With All Faults”, “As Available” basis, with no warranties, express or implied, of any kind; (b) any indemnity undertaking by us in this Agreement shall not apply; and (c) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF KATALON, ITS AFFILIATES OR ITS THIRD PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EXCEED US\$100. We make no promises that any Free Offerings and/or Pre-Released Offerings will be made available to you and/or generally available.

Changes to Terms. We reserve the right to modify, cancel and/or limit any Free Offerings and/or Pre-Released Offerings at any time and without liability or explanation to you. We may modify the terms and conditions in this Agreement related to Free Offerings and Pre-Released Offerings from time to time, with notice to you in accordance with the provision on Notices in the Customer Terms or by posting the modified terms on our website. Together with the notice, we will specify the effective date of the modifications. You must accept the modifications to continue using Free Offerings or Pre-Released Offerings. If you object to the modifications, your exclusive remedy is to cease using the Free Offerings or Pre-Released Offerings.

## **ADVISORY, DEPLOYMENT AND PROFESSIONAL SERVICES**

### Our Responsibilities

If you purchase our advisory, deployment, adoption, installation, testing or other professional services, as designated on an Order and/or a separate statement of work (collectively, the “SOW”), to assist with the use, configuration or deployment of the Offerings (including, but not limited to, on-site deployment of our on-premises Offerings) (the “Services”), you agree to accept the Services on a non-exclusive basis and subject to these additional service terms and conditions. We will use reasonable business efforts to perform the Services and complete any work product identified in an applicable SOW, in accordance with milestones or schedule set forth in the SOW, if any.

Except as set forth on an SOW, Services are provided Monday to Friday (excluding those holidays recognized by Katalon) during our normal business hours.

We will appoint a designated service manager responsible for the administration of the Services.

Any maintenance or support provided to you by us for the Services will be as set forth in the applicable SOW.

#### Your Responsibilities

You are responsible for appointing a designated contact responsible for the administration of the Services. Any change to either the designated contact or contact methods must be in writing and provided to our designated Services manager upon no less than two (2) business days' notice.

To ensure we are able to provide the Services, you agree that, in addition to those specific responsibilities set out in each SOW, you will, in a diligent and professional manner:

- Provide the appropriate and necessary resources to ensure we are able to complete the Services;
- Carry out reviews and respond to requests for approval and information on a timely basis;
- Ensure that at least one representative with the requisite expertise is available during regular business hours to provide such information and assistance as we may require in connection with the delivery of the Services;
- Provide us with timely and accurate information and documentation, as reasonably required by us to perform the Services;
- Provide a safe area for us to perform any Services to be performed on your site; and
- Provide for all necessary or reasonably useful Your Data required for us to perform, and you to receive, the Services.

We shall not be responsible for any delays or for our inability to perform the Services because of your failure to diligently provide necessary information, resources, access or materials to us.

#### Changes, Deliveries and Acceptance

In the event you wish to request a change in the Services, or request that we provide Services outside of the scope of the Services specified in a particular SOW, you will, unless otherwise specified in such SOW, prepare a written change request. We will evaluate and respond to any change request, and if we agree to the change request, we will advise you in writing of any impact on the cost and delivery of Services as a result of any proposed change. Upon written confirmation from your representative, we will proceed with the change, at the price and upon the terms agreed upon and the applicable SOW will be amended in writing accordingly.

We will use reasonable efforts to deliver all Services as set forth in each SOW. In the event of a delay, we will advise your representative as soon as possible of a new date for performance. If the timetable for performance of any Services is delayed as a result of a (a) delay by you in the performance of your responsibilities, or (b) change in the scope of Services to be provided, then the timetable for performance of any Services will be extended for the period of time that the Services delivery has been delayed as a result of such events.

You acknowledge and agree that you are responsible for ensuring that all Services performed, and deliverables received, are accurate and meet all mutually agreed upon requirements. You will be deemed to have fully accepted any Services and deliverables delivered upon the earlier of (a) five (5) days from the date of delivery by us, or (b) your execution of the acceptance documentation provided (such as the milestone acceptance documents within the SOW or a receipt acknowledgement for the Services).

## AI PRODUCTS

Using AI Products in the Offerings present significant opportunities for new and efficient forms of content creation and Test Content generation, across a wide range of automation software testing. However, AI Products also present new and unsettled legal and business risks that necessitate caution. Among other concerns, companies risk disclosing and losing control of confidential information incorporated in Input, generating Output that may violate third party rights, and creating content for commercialization that may appear proprietary but is not, meaning there is a potential risk that what is created through AI Products may be used by others.

Because of the risks associated with AI Products, you will have the option to turn off or not use AI Products in the Offerings and use of AI Products is at your discretion. AS SUCH, YOU ACKNOWLEDGE THAT OUTPUT IS GENERATED BY ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING CAPABILITIES, AND WE MAKE NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE OUTPUT. WE DISCLAIM ANY WARRANTY WITH RESPECT TO, AND YOU AGREE THAT WE SHALL NOT BE LIABLE FOR, ANY USE OF AI PRODUCTS CONSISTENT WITH THESE TERMS, INCLUDING ANY OUTPUT GENERATED BY AI PRODUCTS. Due to the nature of AI Products, (a) our [Support Policy](#) (<https://katalon.com/terms#support-policy>) does not apply to AI Products, (b) Output may not be unique across Users and AI Products may generate the same or similar Output for you and other customers, (c) Output does not represent our views and is not our professional advice or opinion, (d) Output will not be deemed as Confidential Information, and (e) you will not, and ensure your Users not to, represent that Output is human-generated. To the extent that you have any right, title or interest in Input and Output, you hereby grant us a worldwide, non-exclusive, perpetual license to access, use, copy, perform, store, transmit, modify, and display, Input and Output to provide the Offerings to you and to support and improve AI Products.

We may use technology provided by third party service providers (such as OpenAI) to provide our AI Products. You agree that Input and Output may be shared with and processed by such third-party service providers for the purpose of providing AI Products to you. By using the AI Products (including any Output), you acknowledge and agree to comply with, and to require your Users to comply with the following terms and policies of such third party service provider(s):

- Open AI (<https://openai.com/policies/usage-policies>)