Knetyc Corporation Terms of Service Agreement

Effective Date: October 28, 2026

These Terms of Service ("Terms") govern your access to and use of the artificial intelligence ("AI") development, code, and compliance analysis services (the "Service") provided by Knetyc Corporation ("Knetyc," "Company," "we," "us," or "our"), however accessed, including through our website at knetyc.com and our web application (collectively, the "Platform"), the Knetyc Model Context Protocol server (the "Knetyc MCP Server"), any application programming interface we make available, and any content, functionality, and services offered on or through them. By creating an account, clicking to accept these Terms, connecting an MCP Client or other application to the Service, authorizing access through an authentication flow, or otherwise accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not access or use the Service.

If you accept these Terms on behalf of a company or other organization, you represent that you have authority to bind that organization, and "you" includes that organization. If your organization has signed an enterprise subscription agreement, order form, pilot agreement, evaluation agreement, or similar written agreement with Knetyc (each, an "Enterprise Agreement"), these Terms apply to your use of the Service except to the extent the Enterprise Agreement expressly provides otherwise, in which case the Enterprise Agreement controls. A data processing agreement signed with Knetyc likewise controls over these Terms with respect to the processing of personal data.

1. Definitions

"User" or "you" means any individual or entity accessing or using the Service, including through an MCP Client.

"Customer" means the organization on whose behalf an Authorized User accesses the Service, or, for an individual who is not acting for an organization, that individual.

"Authorized User" means an individual whom a Customer, or its organization administrator, permits to access the Service under the Customer's account, including employees and contractors of the Customer.

"Content" or "Customer Content" means any building plans, civil engineering plans, site plans, specifications, reports, data, text, images, prompts, questions, site and parcel information, plan-review or agency comments, organization documents, or other documents, plans or materials you upload, paste, submit, or otherwise provide to the Service, whether through the Platform, the Knetyc MCP Server, or any other interface.

"Output" means any analysis, reports, findings, citations, suggestions, draft questions, summaries, or other results generated by the Service based on your Content, including Outputs retrieved or displayed through an MCP Client.

"AI Tool" or "AI Features" means the artificial intelligence components of the Service, including components that use third-party AI models, that analyze Content, research codes and regulations, and generate Output.

"MCP Client" means a third-party AI application, assistant, agent, or other software (for example, an enterprise large language model platform or a general-purpose AI assistant) that you connect to the Knetyc MCP Server, together with the AI models and agents operating within it.

"Organization Workspace" means the shared area of the Service in which a Customer's Authorized Users may store, share, and use projects, reports, and organization documents according to the permissions the Customer assigns.

"Jurisdiction Insights" has the meaning given in Section 5.4.

"Usage Data" means technical, operational, and account data about the use and performance of the Service (such as feature and tool usage, request metadata, AI model token and usage records, error logs, and response times), excluding the substance of Customer Content.

"Documentation" means the user guides, help materials, and MCP tool descriptions and instructions that Knetyc makes available for the Service, as updated from time to time.

2. Account Registration, Security, and Organizations

To use the Service, you represent that you are at least 18 years old and have the legal capacity to enter into these Terms. The Service is designed for professional and business use and is not offered for personal, family, or household purposes. You must create an account by providing accurate, current, and complete information, and you must keep it current. You are responsible for maintaining the confidentiality of your account credentials, including passwords, single sign-on credentials, API keys, and the access tokens issued when you authorize an MCP Client, and for all activities that occur under your account. You agree to notify us immediately of any unauthorized access or use and to revoke any credential or connection you believe has been compromised. We reserve the right to suspend or terminate your account at any time for any reason, including violations of these Terms, subject to any notice or cure rights in an applicable Enterprise Agreement.

Organization accounts. A Customer may designate one or more administrators who may invite and remove Authorized Users, assign roles and permissions, manage shared projects and organization documents, view usage, and connect or disconnect integrations. The Customer is responsible for its administrators' and Authorized Users' compliance with these Terms and for promptly removing access for individuals who are no longer authorized. Content and Output placed in an Organization Workspace or shared project may be visible to, and usable by, other Authorized Users of that Customer according to the permissions the Customer assigns. When an Authorized User leaves a Customer, Content that user placed in the Organization Workspace remains under the Customer's control.

3. Description of the Service

The Service uses AI to analyze Content and publicly available sources to provide information on codes, regulations, zoning requirements, development standards, permitting requirements, or other requirements related to the Content or to a site, and to identify potential compliance issues with such requirements. Depending on your subscription or Enterprise Agreement, the Service may include, among other features: (a) compliance review of development and construction plan sets against the requirements of a jurisdiction you identify; (b) research of zoning, building, and development codes with

cited answers; (c) site feasibility and development due-diligence reports; (d) organization, clarification, and code-reference enrichment of plan-review comments issued by authorities having jurisdiction ("AHJs"); (e) analysis of plans and related legal and real estate documents; (f) an Organization Workspace for project, company-standard, and other reference documents; and (g) export of reports. It may provide suggestions for improvements to enhance compliance and potentially expedite approval processes by authorities having jurisdiction. The Service is intended as an analysis aid, and is not a substitute for professional review, verification, or approval by qualified engineers, architects, surveyors, attorneys, real estate development professionals or other competent professionals.

We may add, modify, or remove features, tools, models, and integrations from time to time. We may offer features identified as beta, preview, pilot, or experimental ("Beta Features"). Beta Features are provided for evaluation, may be changed or discontinued at any time, and are provided "as is" without any commitment regarding availability or support.

AI disclosure. The Service, including the Knetyc AI chat support tool on our website, uses generative artificial intelligence. When you interact with the chat support tool or receive Output, you are interacting with generative AI and not a human, unless we expressly indicate that a member of our staff is responding.

4. Access Through MCP Clients and Other Integrations

4.1 Connecting an MCP Client. You may access certain features of the Service through the Knetyc MCP Server using an MCP Client that you or your organization select and authorize. Access through the Knetyc MCP Server requires an account and is subject to these Terms, your subscription or Enterprise Agreement, the Documentation, and any entitlements, quotas, credits, rate limits, and concurrency limits that apply to your account.

4.2 Third-party MCP Clients. MCP Clients are Third-Party Services (Section 8). They are provided by third parties under their own terms and privacy policies, which govern their collection, use, retention, and disclosure of information you provide to them, including your conversations and files and any Output returned to them by the Service. Knetyc does not control and is not responsible for any MCP Client, including how it selects tools, formulates requests, handles files, or summarizes, paraphrases, truncates, or otherwise presents Output. Knetyc's responsibility for Customer Content begins when the Knetyc MCP Server receives it.

4.3 Actions taken through MCP Clients. MCP Clients and the AI agents within them may invoke Service tools on your behalf, including tools that create projects, upload and finalize files, start paid or usage-metered analyses, confirm review parameters, and update or delete organization documents. You are responsible for configuring your MCP Client, including any approval and permission settings, and for all requests made using your credentials or authorized connections, whether initiated by you or by an agent acting on your behalf. We may treat any request authenticated with your credentials as authorized by you. You are responsible for confirming the facts you provide or that an agent provides on your behalf, including the governing jurisdiction, project location, and design stage of plans submitted for review.

4.4 Authoritative Output. The saved report, citation, or result stored in your Knetyc account is the authoritative version of any Output. An MCP Client's rendering, summary, or restatement of Output is not Output of the Service, and you should consult the saved report before relying on it.

4.5 Integrity of the MCP interface. You will not, and will not permit any MCP Client or agent to: (a) attempt to access projects, reports, documents, or accounts that you are not authorized to access; (b) submit tool requests designed to manipulate, override, or extract the Service's prompts, instructions, models, or safeguards, including by prompt injection through Content; (c) circumvent idempotency, rate, quota, credit, or concurrency controls; or (d) share time-limited download links or access tokens with anyone not authorized to receive them. We may change, version, or retire MCP tools and their parameters, and we will use commercially reasonable efforts to reflect material changes in the Documentation.

5. Customer Content and Data Use

5.1 Your responsibilities for Content. You are solely responsible for the accuracy, completeness, and legality of your Content, and you represent that you have all rights, licenses, and consents necessary to provide it to the Service and to permit us to process it as described in these Terms. Unless an Enterprise Agreement expressly permits it, you will not upload or submit (a) information subject to the International Traffic in Arms Regulations, Controlled Unclassified Information, classified information, or Critical Energy/Electric Infrastructure Information; (b) protected health information, payment card data, or government identification numbers; or (c) other sensitive personal information beyond what is reasonably necessary for the analysis you request. You agree not to use the Service for any unlawful purpose or in violation of any applicable laws.

5.2 Ownership and license. As between you and Knetyc, you retain all ownership rights in your Content. You grant us a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, display, and use your Content solely for providing, maintaining, securing, and supporting the Service for you, for preparing Jurisdiction Insights as described in Section 5.4, and as otherwise required by law. This license includes the right to transmit Content to the subprocessors, including third-party AI model providers, that we use to provide the Service, subject to Section 5.3.

5.3 No training on Customer Content. We do not use Customer Content or Output to train, fine-tune, or otherwise develop AI models, whether our own or a third party's. We require the third-party AI model providers we use to process Customer Content only to provide services to us and not to use it to train or improve their models. We may use Usage Data, and de-identified information about the quality and accuracy of Output (such as whether a finding was accepted or corrected, which does not include the substance of your Content), to operate, evaluate, secure, and improve the Service.

5.4 Jurisdiction Insights. When you submit plan-review or other comments issued by an AHJ, or documents that contain them, we may prepare de-identified jurisdiction-level summary information about the AHJ's review practices, recurring comments, and code interpretations ("Jurisdiction Insights"). To prepare Jurisdiction Insights, we recast the information as summary information and remove the identity of the Customer, its Authorized Users, the project, the site, and any other individual, so that it is completely anonymized and cannot reasonably be associated with you or your project. Jurisdiction Insights are used only as background information to inform analyses performed by the Service for any

user. Jurisdiction Insights, and the comments or documents from which they are derived, will never be quoted, cited, or specifically referred to in Output provided to anyone outside your organization. An Enterprise Agreement may exclude a Customer's Content from use in preparing Jurisdiction Insights.

5.5 Use within your organization. Project documents, including documents containing AHJ comments, that an Authorized User uploads to a Customer's Organization Workspace or shared project may be retrieved, cited, and referred to in analyses performed for that Customer's Authorized Users, according to the permissions the Customer assigns. They are not cited or made available to any other Customer.

5.6 Deletion. You may delete Content through the Service, and organization administrators may delete Content within their Organization Workspace, subject to the permissions the Customer assigns. When Content is deleted from an Organization Workspace, it is immediately withdrawn from use in the Service and information derived from it is invalidated, but original files and audit records may be retained for the periods and purposes described in our Privacy Policy or, for a Customer under an Enterprise Agreement, the periods stated in that Enterprise Agreement. Jurisdiction Insights, because they are anonymized, are not deleted when the underlying Content is deleted.

6. Outputs and Professional Responsibility

6.1 Ownership of Output. As between you and Knetyc, and subject to your compliance with these Terms and payment of applicable fees, you own the Output generated for you, and we assign to you any rights we may have in that Output. This does not transfer any rights in the Service, our software, models, prompts, templates, report formats, Jurisdiction Insights, or other materials we use to generate Output, and because of the nature of AI, Output generated for you may be similar to output generated for others. You may use Output for your internal business purposes and share it with your clients, project team members, consultants, and AHJs in connection with your projects.

6.2 No professional services. Knetyc is not an engineering, architectural, surveying, or law firm, does not practice any licensed profession, and does not provide engineering, architectural, surveying, legal, or other professional advice or services. Output is not sealed, signed, or stamped by a licensed professional, does not constitute a professional opinion or certification, and is not an approval, permit, or determination by any AHJ. Use of the Service does not create a professional-client or attorney-client relationship with Knetyc. Analyses of legal and real estate documents are informational and are not legal advice.

6.3 Verification. You must independently verify all Outputs before relying on them for any purpose, including submitting plans for official approval by jurisdictions having authority. Work product that relies on Output must remain under the review and responsible charge of an appropriately licensed professional, who must exercise independent professional judgment, verify cited code sections, amendments, and adoption dates against official sources, and comply with the rules of the applicable licensing board. Output depends on the information you provide, including the jurisdiction and design stage you confirm, and on the availability and currency of public sources; codes, local amendments, and ordinances change, and the Service may not reflect the most recent adoption or interpretation.

7. Acceptable Use

You will not, and will not permit any person, MCP Client, or agent to: (a) reverse-engineer, decompile, or attempt to access the underlying AI prompts, algorithms, models, tool instructions, or source code, except to the extent applicable law expressly permits despite this restriction; (b) use the Service or Output to develop, train, or improve a competing product or AI model, or to extract data from the Service in bulk; (c) scrape, crawl, or access the Service by automated means other than through the Knetyc MCP Server or an interface we provide for that purpose; (d) resell, sublicense, or provide the Service to third parties, or share account credentials, except as permitted by an Enterprise Agreement; (e) probe, scan, or test the vulnerability of the Service, or interfere with its operation, except as authorized in writing by Knetyc; (f) upload malware or Content designed to manipulate the Service, including hidden instructions intended to alter the behavior of AI Features; (g) represent Output as having been prepared, reviewed, or sealed by a licensed professional when it has not been, or otherwise use Output to mislead an AHJ, client, or other person; or (h) use the Service in violation of applicable law or the rights of others.

8. Third-Party Services

The Service may interoperate with, retrieve information from, or link to services, data, and content provided by third parties, including MCP Clients, single sign-on and identity providers, payment processors, public code publishers, geographic and parcel data sources, and government websites ("Third-Party Services"). Your use of Third-Party Services is governed by their terms, and we are not responsible for their availability, accuracy, security, or practices. We may stop supporting any Third-Party Service at any time.

9. Use of Logo and Name

During the term of your subscription or Enterprise Agreement, the Company may use the Customer's logo or organization name on its website and in customer lists to identify the Customer as a Knetyc customer. The logo or name will not be used in a manner that implies sponsorship or endorsement of Knetyc, or of any Knetyc product, trademark, person, or service, by the Customer. A Customer may withdraw this permission at any time by emailing legal@knetyc.com, and we will remove the logo or name from materials we control within a reasonable time. Any case study, testimonial, or press release requires the Customer's prior written approval.

10. Intellectual Property

The Service, including all software, AI models, prompts, tool definitions, algorithms, report formats, Jurisdiction Insights, and Documentation (but excluding your Content and the Output assigned to you under Section 6.1), is owned by us or our licensors and protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to use the Service for your internal business purposes, subject to these Terms and any applicable Enterprise Agreement. If you provide suggestions or feedback about the Service, we may use them without restriction or obligation to you. All rights not expressly granted are reserved.

11. Fees, Subscriptions, and Enterprise Orders

11.1 Enterprise Agreements. Access for organizations under an Enterprise Agreement, including access through the Knetyc MCP Server and pilot or evaluation access, is provided on the fees, term, renewal, usage, and payment terms stated in that Enterprise Agreement. Unless the Enterprise Agreement provides otherwise, a pilot or evaluation does not automatically convert into a paid subscription, invoices are due within thirty (30) days of the invoice date, and fees are exclusive of taxes. Usage, credit, and call records displayed in the Service or through MCP tools are provided for information and are not invoices.

11.2 Website subscriptions. Self-service subscriptions purchased through the Platform are provided on a subscription basis. You may choose either a monthly subscription or an annual subscription at a specified discounted rate, subject to the features, usage limits, and fair-use limits described for your plan on the Platform. Annual subscriptions transition to a month-to-month renewal at the monthly rate upon completion of the annual term. All subscriptions require payment of fees as described on the Platform.

Your subscription will automatically renew at the end of each billing period (monthly or annually, as applicable) unless canceled. Before you enroll, we will clearly disclose the renewal terms, the amount and frequency of charges, and how to cancel, and we will obtain your affirmative consent to automatic renewal. You authorize us to charge the applicable subscription fees to your designated payment method on file at the start of each billing period. Where required by applicable law, we will send you a reminder before an annual subscription renews.

We reserve the right to modify subscription fees at any time upon thirty (30) days' notice, which may be provided via email or through the Platform. A price change will take effect at the start of your next billing period after the notice period ends, and you may cancel before it takes effect.

You may select a different subscription tier at any time through your account settings. Changes will take effect at the end of your current billing period, and you will be charged the new rate upon renewal. No refunds or credits will be provided for any unused portion of the current billing period.

You may cancel your subscription at any time online through your account settings, using a cancellation option that is available immediately and does not require you to contact us. Cancellation will take effect at the end of the current billing period, and you will continue to have access to the Service until that date. No refunds will be provided for cancellations mid-billing period or for unused portions of the Service.

We may offer promotional periods, such as free trials, during which you may use the Service at no cost for the specified time. At the end of the free trial period, your subscription will automatically convert to a paid monthly subscription at the then-current rate unless canceled prior to the end of the trial. You will be notified of the trial terms, including its duration, the date the paid subscription will begin, the subsequent subscription fee, and how to cancel, at the start of the trial.

All payments for subscriptions are non-refundable, including for unused portions of the Service or cancellations mid-billing period, except as required by applicable law.

Payments are processed through third-party payment processors. You agree to provide accurate and complete payment information and to update such information as necessary. We are not responsible for

errors or issues caused by third-party payment processors. You are responsible for all applicable taxes other than taxes on our net income.

12. Confidentiality

We will treat Customer Content as confidential, will not disclose it except to our personnel, subprocessors, and advisors who need to know it to provide the Service and who are bound by confidentiality obligations at least as protective as these Terms, as permitted by Section 5, or as required by law, and will use at least reasonable care to protect it. You will treat as confidential any non-public information about the Service that we disclose to you, including non-public pricing, Beta Features, and the Service's prompts and tool instructions. These obligations do not apply to information that is or becomes public through no fault of the receiving party, was known to it without restriction, or is independently developed. A party compelled by law to disclose confidential information will, where legally permitted, give the other party prompt notice. An Enterprise Agreement may contain additional confidentiality terms, which will control.

13. Security

We maintain administrative, technical, and physical safeguards designed to protect Customer Content, as described in our Privacy Policy. If we become aware of unauthorized access to Customer Content in our systems, we will notify the affected Customer without undue delay and as required by applicable law or an Enterprise Agreement. You are responsible for the security of your devices, networks, MCP Clients, and credentials, for using available security features, and for promptly revoking access that is no longer needed.

14. Disclaimers and No Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, OR RELIABILITY. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

SPECIFICALLY REGARDING THE AI TOOL:

- AI SOLUTIONS HAVE INHERENT LIMITATIONS, INCLUDING DEPENDENCE ON TRAINING DATA, USER INPUTS, AND SOURCE AVAILABILITY, AND POTENTIAL FOR INACCURACIES OR "HALLUCINATIONS" (GENERATING FALSE OR MISLEADING INFORMATION, INCLUDING INCORRECT CITATIONS).
- THE SERVICE IS NOT A REPLACEMENT FOR QUALIFIED PROFESSIONALS AND IS INTENDED FOR INFORMATIONAL PURPOSES ONLY.
- WE MAKE NO REPRESENTATIONS THAT THE OUTPUTS WILL IDENTIFY ALL COMPLIANCE ISSUES, REFLECT THE MOST CURRENT CODES OR LOCAL AMENDMENTS, AVOID MISREPRESENTATIONS, RESULT IN APPROVAL BY ANY AHJ, OR PREVENT COSTS ASSOCIATED WITH NON-COMPLIANCE.
- YOU USE THE SERVICE AND RELY ON ANY OUTPUTS AT YOUR OWN RISK. YOU MUST EXERCISE YOUR OWN JUDGMENT AND ENSURE SUFFICIENT HUMAN OVERSIGHT AND VERIFICATION BY LICENSED PROFESSIONALS BEFORE TAKING ANY ACTIONS BASED ON THE OUTPUTS.

WE DISCLAIM ALL LIABILITY FOR ANY THIRD-PARTY SERVICES, INCLUDING MCP CLIENTS, LINKS, OR CONTENT ACCESSED THROUGH THE SERVICE, AND FOR ANY ACTION TAKEN BY AN MCP CLIENT OR AGENT USING YOUR CREDENTIALS. BETA FEATURES ARE PROVIDED WITHOUT ANY WARRANTY OR SUPPORT COMMITMENT.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, PROJECT DELAY, REDESIGN OR CONSTRUCTION COSTS, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID US FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM (OR $100 IF YOU HAVE NOT PAID ANY FEES), UNLESS AN ENTERPRISE AGREEMENT PROVIDES A DIFFERENT LIMIT.

THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

16. Indemnification

You agree to indemnify, defend, and hold harmless us, our affiliates, officers, directors, employees, agents, and licensors from and against all third-party claims, and related damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees), arising from: (a) your use of the Service, including use by your Authorized Users and by any MCP Client or agent acting with your credentials; (b) your Content, including any claim that it infringes or misappropriates a third party's rights or was provided without required rights or consents; (c) your violation of these Terms or applicable laws; or (d) any reliance on Outputs without proper verification, including in plans, reports, or submissions you or your clients make to any AHJ.

17. Term, Suspension, and Termination

These Terms remain in effect while you use the Service. You may stop using the Service and cancel a website subscription at any time as described in Section 11. We may suspend or terminate your access to the Service if you breach these Terms, if your account is used in a way that threatens the security, integrity, or availability of the Service or others, if required by law, or, for accounts without an Enterprise Agreement, for any other reason on notice. We will use reasonable efforts to give advance notice of suspension or termination unless immediate action is required. Upon termination, your right to use the Service ceases immediately and all MCP access tokens are revoked. For thirty (30) days after termination of a paid subscription or Enterprise Agreement (other than termination for your breach), you may request an export of your Content and saved reports, after which we may delete your data as described in our Privacy Policy. Where an Enterprise Agreement provides different export, retention, or deletion

terms, those terms control. Sections that by their nature should survive termination (e.g., disclaimers, liability limitations, indemnification, confidentiality, and dispute resolution) will continue in effect.

18. Governing Law and Dispute Resolution

These Terms and any disputes arising out of or relating to them or your use of the Service shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Any dispute, controversy, or claim arising out of or relating to these Terms or the Service, including its formation, interpretation, breach, or termination, shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and, where applicable, its Mass Arbitration Supplementary Rules. The arbitration shall be conducted in Delaware by a single arbitrator, and may be conducted by videoconference if the parties agree. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees, and the parties shall equally share the arbitrator's fees, unless the arbitrator awards otherwise.

Disputes will be resolved only on an individual basis. Neither party may bring a claim as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding, and the arbitrator may not consolidate the claims of more than one party or award relief on a class-wide basis, except as the applicable AAA rules provide for the administration of multiple similar filings.

Before initiating arbitration, you agree to first attempt to resolve any dispute informally by contacting us at legal@knetyc.com. We will respond within thirty (30) days to attempt resolution. If the dispute remains unresolved after this period, either party may initiate arbitration as described above.

Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a court of competent jurisdiction in Delaware to prevent irreparable harm, including but not limited to violations of intellectual property rights or confidentiality obligations. You consent to the personal jurisdiction and venue of the state and federal courts located in Delaware for such actions. If an Enterprise Agreement contains a different dispute resolution provision, that provision controls for disputes under it.

19. Export Controls and Sanctions

You will comply with all applicable export control and economic sanctions laws in your use of the Service. You represent that you are not located in, and will not use the Service from, any country or region subject to comprehensive U.S. sanctions, and that you are not identified on, or owned or controlled by a party identified on, any U.S. government restricted-party list.

20. Changes to These Terms

We may update these Terms from time to time. We will notify you of material changes by posting the updated Terms on the Platform with a new "Last Updated" date and, for material changes that adversely affect paying Customers, by email or through the Service at least thirty (30) days before the changes take effect, unless a shorter period is required for legal, security, or regulatory reasons. Your continued use of

the Service after the effective date constitutes acceptance of the changes. If you do not agree, you must stop using the Service. Changes will not apply to disputes arising before the effective date of the change and will not modify a signed Enterprise Agreement unless the parties agree in writing.

21. Miscellaneous

- Severability: If any provision is held invalid or unenforceable, the remaining provisions remain in effect.
- Waiver: No waiver of any term is binding unless in writing.
- Entire Agreement: These Terms, together with our Privacy Policy, the Documentation, and any applicable Enterprise Agreement, constitute the entire agreement between you and us regarding the Service, superseding any prior agreements on that subject. Terms in any purchase order or other document you provide are of no effect.
- Assignment: You may not assign these Terms without our consent; we may assign them freely, including in connection with a merger, acquisition, or sale of assets.
- Force Majeure: We are not liable for delays or failures due to events beyond our reasonable control, including failures of third-party hosting, AI model, or MCP Client providers.
- Electronic Communications and Notices: You consent to receive notices and communications from us electronically, including by email to the address associated with your account and through the Service. Legal notices to us must be sent to legal@knetyc.com.
- Relationship of the Parties: The parties are independent contractors. There are no third-party beneficiaries of these Terms.
- U.S. Government Users: The Service is commercial computer software and commercial computer software documentation, provided to U.S. government users only with the rights granted to all other users under these Terms.
- Interpretation: The words "including" and "for example" mean "including without limitation." Headings are for convenience only.

22. Contact Us

For questions about these Terms, contact us at info@knetyc.com.