

# Kepner-Tregoe End User License Agreement

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This End User License Agreement ("Agreement") governs access to and use of Kepner-Tregoe, Inc.'s digital templates, software applications, platforms, artificial intelligence-enabled tools, hosted services, and related offerings, including KT Agent, KT Hub, and any future products or services provided by Licensor (collectively, the "KT Services").

## 1. Grant of License

Subject to the terms and conditions of this Agreement, Kepner-Tregoe, Inc. ("Licensor") grants to Licensee a limited, non-exclusive, non-transferable, and revocable license to access and use the KT Services solely for Licensee's internal business purposes.

### 1A. Definitions

"AI Services" means any functionality within the KT Services that utilizes machine learning models, large language models, or other artificial intelligence techniques to generate outputs, analyses, recommendations, or structured content.

"Generated Output" means any text, analysis, recommendation, summary, or other content produced by the AI Services in response to Licensee Content.

"Licensee Content" means all data, materials, prompts, and information submitted, uploaded, or otherwise provided by or on behalf of Licensee into the KT Services.

"Third-Party AI Providers" means external service providers engaged by Licensor to supply artificial intelligence models, processing capabilities, or related infrastructure.

"Hosted Services" means KT Services that are delivered via cloud-based or web-based infrastructure operated by Licensor or its third-party service providers.

## 2. Intellectual Property Rights

The KT Services, including all underlying software, artificial intelligence systems, prompts, models, workflows, methodologies, content, and Kepner-Tregoe intellectual property, are and shall remain the exclusive property of Licensor. No rights are granted except as expressly set forth herein.

### **3. Licensee Content**

Licensee retains all right, title, and interest in and to Licensee Content. Licensee grants to Licensor a limited, non-exclusive right to process Licensee Content solely as necessary to provide, operate, maintain, support, secure, and improve the KT Services as permitted under this Agreement.

Licensee is solely responsible for determining the appropriateness, classification, sensitivity, and lawfulness of any Licensee Content submitted to the KT Services, and for ensuring that such use complies with applicable laws, regulations, contractual obligations, and internal policies.

### **4. Artificial Intelligence Use**

The KT Services may incorporate AI Services to support the application of Kepner-Tregoe methodologies.

Licensor may transmit Licensee Content to Third-Party AI Providers for the purpose of generating Generated Output. Such processing may occur on systems operated by such providers, which are not under the direct control of Licensor.

Generated Output is probabilistic in nature and may contain inaccuracies, omissions, incomplete information, or outdated content. Generated Output is provided for informational purposes only and must be independently reviewed and validated by Licensee before use in any operational, business, legal, strategic, safety-related, or other material decision.

Licensee assumes all responsibility for the use of Generated Output and for any decisions, actions, or omissions arising therefrom.

### **5. Prohibited Use and Acceptable Use**

Licensee shall not reverse engineer, decompile, scrape, extract, or otherwise attempt to derive the source code, prompts, model behavior, proprietary methodologies, underlying system instructions, or other non-public components of the KT Services, nor use the KT Services to develop competing products, services, models, or methodologies.

Licensee shall not use automated means, excessive requests, prompt-injection techniques, security testing without authorization, or other methods that could degrade system performance, interfere with other users, circumvent system safeguards, or attempt to extract Licensor or third-party data.

### **6. Data Handling**

By default, Licensee Content is processed locally or within Licensee-controlled environments unless Hosted Services are enabled. Licensor does not retain Licensee Content unless hosted

features, integrations, support, security, or operational functionality require retention as described in this Agreement or applicable documentation.

Licensor may collect limited operational, diagnostic, security, and usage information related to the performance, reliability, and security of the KT Services. Such information may be used to maintain, support, secure, and improve the KT Services, and does not confer any ownership rights in Licensee Content to Licensor.

## **7. Availability**

The KT Services are provided on an "as is" and "as available" basis. Licensor makes no representations or warranties regarding uptime, availability, or uninterrupted access.

## **8. Third-Party Services**

The KT Services may rely on Third-Party AI Providers, third-party infrastructure, APIs, cloud platforms, network services, and other external service providers.

Such third parties may modify, update, replace, suspend, or discontinue their services, models, APIs, infrastructure, or features at any time. Licensor shall not be responsible for changes in output quality, model behavior, functionality, availability, or performance resulting from such third-party changes.

Licensee acknowledges that variability in Generated Output is inherent to AI technologies.

## **9. Confidentiality**

Each party shall protect the other party's confidential information using at least reasonable care and shall not disclose such information except as permitted under this Agreement.

## **10. Disclaimer of Warranties; No Professional Advice**

THE KT SERVICES, INCLUDING ANY AI SERVICES AND GENERATED OUTPUT, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE LEGAL, FINANCIAL, MEDICAL, SAFETY, ENGINEERING, COMPLIANCE, OR OTHER PROFESSIONAL ADVICE.

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE KT SERVICES IS AT LICENSEE'S SOLE RISK. THE KT SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, CURRENTNESS, AND UNINTERRUPTED OR ERROR-FREE OPERATION.

LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, CURRENTNESS, QUALITY, SUITABILITY, OR AVAILABILITY OF GENERATED OUTPUT, AI SERVICES, THIRD-PARTY AI PROVIDERS, OR THIRD-PARTY SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME EXCLUSIONS MAY NOT APPLY TO LICENSEE.

## **11. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE, MISUSE, OR INABILITY TO USE THE KT SERVICES, INCLUDING DAMAGES ARISING FROM: (A) ANY USE OF OR RELIANCE UPON GENERATED OUTPUT; (B) ERRORS, INACCURACIES, OMISSIONS, OR OUTDATED INFORMATION IN AI-GENERATED CONTENT; (C) DECISIONS, ACTIONS, OR OMISSIONS TAKEN BY LICENSEE BASED ON AI SERVICES OR GENERATED OUTPUT; (D) CHANGES TO, FAILURES OF, OR UNAVAILABILITY OF THIRD-PARTY SERVICES; OR (E) LOSS OF DATA, BUSINESS INTERRUPTION, LOST PROFITS, OR LOSS OF GOODWILL, EVEN IF LICENSOR OR LICENSOR'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LICENSOR'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID BY LICENSEE FOR THE KT SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE.

## **12. Termination and Suspension**

Licensor may suspend, restrict, or terminate access to the KT Services upon material breach or where Licensor reasonably believes such action is necessary to protect the security, integrity, stability, or lawful operation of the KT Services, to prevent misuse or abuse of the KT Services, or to comply with applicable law.

Upon termination, Licensee must cease use of the KT Services.

## **13. Governing Law; Severability**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New Jersey, without regard to conflict of law principles. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

## **Government End-Users**

If Licensee is acquiring the KT Services on behalf of any unit or agency of the United States Government, the following provisions apply. The Government agrees: (1) if the KT Services are supplied to the Department of Defense (DoD), the KT Services are classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the KT Services as that term is defined in Clause 252.227-7013(c)(1) of the DFARS; and (2) if the KT Services are supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the KT Services will be as defined in Clause 52.227-19(c)(2) of the FAR or, in the case of NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

# Hosted Services Addendum

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## A. Scope

This Hosted Services Addendum applies only where Licensee accesses KT Services provided as Hosted Services.

## B. Hosting, Infrastructure, and Storage

Hosted Services and Licensee Content may be deployed, processed, or stored on infrastructure operated by Licensor or its third-party service providers, including cloud computing platforms, storage services, artificial intelligence providers, and other technology vendors used to operate the KT Services. Licensor does not control and is not responsible for the performance or availability of such providers except as expressly stated in this Agreement.

## C. Data Processing and Location

Licensee Content processed through Hosted Services may be transmitted, processed, or temporarily stored in the United States or other jurisdictions where Licensor or its service providers operate.

## D. Customer System Integrations

The KT Services may allow Licensee to connect or integrate with external systems, including document repositories, knowledge bases, collaboration platforms, or other third-party services. Licensee is solely responsible for configuring and managing permissions, access rights, credentials, authentication controls, and data shared through such integrations.

## E. Availability and Maintenance

Hosted Services are provided on an "as available" basis. Licensor may suspend or limit access for maintenance, updates, security reasons, misuse prevention, legal compliance, or operational needs without liability.

## F. Security Responsibilities

Licensee is responsible for managing user access, credentials, authentication controls, system permissions, data classification, and data submitted to Hosted Services. Licensor shall not be liable for breaches or improper disclosure resulting from compromised credentials, Licensee configurations, Licensee integrations, or Licensee's failure to maintain appropriate access controls.

## **G. Subprocessors and Third-Party AI Providers**

Licensor may use subprocessors, including Third-Party AI Providers, cloud infrastructure vendors, storage providers, analytics providers, and other technology vendors, to deliver Hosted Services. Licensor makes no independent compliance representations beyond applicable contractual terms and pass-through obligations.

## **H. Data Retention, Backup, and Export**

Upon termination of Hosted Services, Licensor may delete hosted Licensee Content in accordance with its standard retention policies. Licensee is responsible for exporting or retaining copies of Licensee Content where available. Licensor does not guarantee the availability of historical data, backups, or data recovery following service interruption, account suspension, or termination of Hosted Services.

## **I. Feature and Model Changes**

Licensor may modify, update, or discontinue Hosted Services features, interfaces, functionality, underlying models, APIs, or third-party service components as part of ongoing development, without notice and without liability.