

1. Introduction

- 1.1 Kara Technologies Limited (referred to in this Agreement as **we, us, our** and **Kara.tech**) operates and supplied the Services made available to you via the Reseller platform.
- 1.2 By accessing the Kara.tech API and our Services, you consent to be bound by these terms of use and our Privacy Policy, which together form a binding agreement between you and us (**Agreement**). The Reseller will provide you with a copy of (or details of how to access) the terms of this Agreement prior to you accessing the Services.
- 1.3 If you do not agree with the terms of this Agreement, do not access the Kara.tech API or the Services.
- 1.4 If you are accessing Services on behalf of an entity, you confirm that you have the authority to act on behalf of that entity.
- 1.5 References to the "Reseller" in this Agreement are references to Everbridge Inc., being the reseller who supplied you with access to the Services and arranged for your entry into this Agreement (**Reseller**).
- 1.6 From time to time we may need to make changes to these terms of use and/or our Privacy Policy. We will notify you of any changes by posting them on our Website or by way of email, and you agree by continuing to access or use the Services to be bound by the updated terms.
- 1.7 All capitalised terms used in these terms of use are defined in clause 18 below.

2. Services

- 2.1 Subject to compliance by you with this Agreement, we grant to you a non-exclusive and non-transferable right for you (and your Users) to access and use the Kara.tech API, Services and Customer Outputs during the term of this Agreement solely for the Authorised Purpose.
- 2.2 You agree that, unless expressly agreed otherwise in writing by us or the Reseller in your Reseller Agreement, Output Translations will only be provided in generic ASL and do not allow for localised dialects or other variances (such as tailoring for particular demographics).

3. API Integration

- 3.1 You agree that the integration of the Customer Application with the Kara.tech API must comply in all respects with the Customer Application Requirements.
- 3.2 You are solely responsible for the cost of any development and maintenance work required to integrate the Customer Application with the Kara.tech API, and the costs (if any) to modify, alter or develop the Customer Application to:
 - (a) enable you to comply with the terms of this Agreement and your Reseller Agreement; and
 - (b) continue to inter-operate with the Kara.tech API following any Modifications.
- 3.3 Prior to:
 - (a) accessing, and enabling your Users to access, any Services through the Customer Application in a live production environment; or
 - (b) any material functionality or change to the Customer Application (as approved by Kara.tech) being enabled in a live production environment,
 you must first provide Kara.tech with opportunity to review the Customer Application (and its integration with the Kara.tech API and the Services) in the context of your rights and obligations under this Agreement.

- 3.4 You agree that the Kara.tech API may evolve and change over time. We reserve the right at any time, without liability to you, to:
 - (a) modify the method of supply and delivery of, or access to, the Kara.tech API;
 - (b) suspend access to the Kara.tech API or make it temporarily unavailable due to maintenance, system updates and upgrades or where we have security concerns;
 - (c) upgrade, change, delete, modify, suspend or discontinue any or all parts of the Kara.tech API for any reason at any time;
 - (d) impose restrictions and limitations on the number and frequency of calls made by the Customer Application (where we determine that the Customer Application is unreasonably placing too great a load on the Kara.tech API); and/or
 - (e) impose restrictions around calls made by the Customer Application on a time bound basis (e.g. expiry after a set time) where we determine it reasonably necessary for the security of the Kara.tech API or the Services,
 but will endeavour to advise you in advance, where practicable.

4. Security

- 4.1 You must establish, maintain and enforce security measures to ensure that:
 - (a) any Customer Application used to access, integrate or communicate with the Kara.tech API and/or Environment must comply with all Customer Application Requirements; and
 - (b) the Customer Application does not contain (or introduce) any malware,
 and will use all reasonable endeavours (including adopting good industry practice) to prevent the introduction by any third party of any malware into any Environment.
- 4.2 You will undertake regular penetration testing (according to good industry practice) in respect of your Customer Application (and its interface with the Kara.tech API) to identify potential issues (and rectify them).
- 4.3 If the Customer (or any of its Users) becomes aware that any malware has entered the Kara.tech API, the Services or any part of the Environment or that any unauthorised person has obtained, attempted to obtain, or may obtain access to the Kara.tech API or Services for purposes not authorised or permitted by the terms of this Agreement (or otherwise prohibited by the Reseller Agreement), the Customer must:
 - (a) immediately notify Kara.tech in writing (including providing full details known to the Customer);
 - (b) take all reasonable steps as are available to it to eliminate, remove or block the malware so that it no longer affects the Environment, the Kara.tech API or any Services, to identify that unauthorised person and to comply with the directions of Kara.tech; and
 - (c) make such changes to its operations (at its own cost) that are necessary to prevent, as far as is practicable, the continuation or occurrence of the same or similar breaches of security in the future.

5. Conditions of use

- 5.1 You acknowledge and agree that you (and your Users) will:

- (a) access and use the Kara.tech API, Services and Customer Outputs solely for the Authorised Purpose and in compliance with the terms of this Agreement (including the Fair Use Limitations and any Request Limitations);
 - (b) access use of the Kara.tech API, Services and Customer Outputs in accordance with all applicable laws and all user documentation, instructions, guidelines, procedures and policies notified by Kara.tech and/or the Reseller from time to time (including as required to ensure the integrity and security of the Environment, Kara.tech API and the Services);
 - (c) only input Customer Data into the Services in English, unless expressly agreed otherwise with us or with the Reseller in your Reseller Agreement; and
 - (d) keep all of its access information, including log-on credentials, secret and secure.
- 5.2 You will not (and will ensure your Users do not):
- (a) access or use the Kara.tech API, the Services or any Customer Outputs other than for the Authorised Purpose;
 - (b) use the Kara.tech API, the Services or any Customer Outputs for any inappropriate, fraudulent or discriminatory purposes or in a way that may breach any law or cause harm to the reputation of the Reseller, Kara.tech or any other person;
 - (c) use the Kara.tech API or Services in a manner that may:
 - (i) damage, disable, overburden or impair either the Kara.tech API, the Services or any part of the Environment; or (ii) degrade or disrupt performance of the Kara.tech API or Services for other users;
 - (d) supply or extract (in a single instance or series of related instances), or otherwise allow its Users to access or extract or supply bulk Output Translations or data, whether manually or through any automated process unless otherwise agreed in writing with Kara.tech or the Reseller;
 - (e) use the Kara.tech API, the Services or any Customer Outputs to train the Customer's own AI solutions;
 - (f) use the Kara.tech API to support any system, software, application or platform that is not the Customer Application;
 - (g) make any representations, promises or guarantees to any person regarding the accuracy, completeness or reliability of any Customer Outputs;
 - (h) sell, resell, license or sublicense any Customer Outputs (or any part of them);
 - (i) modify, translate, reverse engineer, decompile, disassemble or create derivative works of the Kara.tech API, the Services or Customer Outputs (or any part of them) or otherwise attempt to: (i) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms (including any mechanism used to restrict or control the functionality of the Kara.tech API or the Services); or (ii) derive the source code or the underlying ideas, algorithms, structure or organisation form of the Kara.tech API or the Services (or any part of them); or
 - (j) distribute through (or upload into) the Services any data, image or file that: (i) infringes on the copyright, patent, trade secret, trademark or other proprietary rights of any person; (ii) violates any law, statute, ordinance or regulation; (iii) is defamatory, inappropriate or obscene; or (iv) contains viruses, trojan horses, worms, time bombs, or similar harmful programming routine.
- 5.3 You must not access or use the Kara.tech API for emergency, healthcare, legal, public safety, regulated accessibility compliance or other high-risk contexts unless (and only to the extent) such use has been expressly approved in writing by Kara.tech or by the Reseller in your Reseller Agreement.
- 5.4 Some elements of our Services are provided by AI Service Providers. By using our Services, you agree:
- (a) to comply with all AI Service Provider Policies; and
 - (b) that the Customer Outputs (but not any User Data inputted into the Service or otherwise incorporated into the Customer Outputs) may be used to train or improve the artificial intelligence engines and large language models used by us and the AI Service Providers.
- 5.5 You are responsible for ensuring that each of your Users (if applicable) are aware of, and comply with, the terms of this Agreement. You will be responsible (and liable) for any failure of your Users to comply with the terms of this Agreement.
- ## 6. Fees and payment
- 6.1 In consideration of your use of the Kara.tech API and the Services, you agree to fulfil your payment obligations to the Reseller under your Reseller Agreement.
- 6.2 You agree that your purchase of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Kara.tech regarding the future functionality or features.
- ## 7. User Data
- 7.1 All User Data will be (and will remain) owned by you (or, as applicable, your Users). However, you grant to us a licence to access, use and disclose your User Data for the purposes of providing our Services, exercising our rights and performing our obligations under this Agreement and any of our agreements with the Reseller and our Third Party Suppliers, improving the Kara.tech API, the Services and Customer Outputs, and communicating with you about our Services, your Agreement and any other matters that may be of interest. We may also disclose your User Data in connection with a proposed purchase or acquisition of our business or assets, where required by applicable law or any court, or in response to a request by a legitimate law enforcement agency.
- 7.2 You grant to us a non-exclusive royalty free world-wide and irrevocable licence permitting us to copy, anonymize, aggregate, process and display User Data to derive anonymous data (including statistical and usage data), and data about the Kara.tech API, the Services and your use of the Kara.tech API, the Services and the Customer Outputs, provided such data cannot be used to identify your Users or any other individual (**Anonymous Data**). We may combine or incorporate such Anonymous Data with or into other similar data and information available, derived or obtained from other users (when so combined or

- incorporated, referred to as **Aggregate Data**). We will be the owners of all rights, title and interest in and to the Anonymous Data and Aggregate Data.
- 7.3 You warrant and represent to us that:
- you have the right to grant the rights in clauses 7.1 and 7.2 in respect of all User Data, and to input the User Data into our Services as anticipated by this Agreement and the Services; and
 - use of the User Data by us, the Reseller, you or any of your Users as anticipated by this Agreement, the Reseller Agreement and our Services will not breach any laws or the rights of any person (including the privacy or Intellectual Property rights of any person).
- 7.4 You are solely responsible for maintaining a copy of all User Data and Customer Outputs. We do not make any guarantees around loss or corruption of any User Data or Customer Outputs.
- 7.5 We reserve the right to remove or replace, any content or data (including any User Data) from the Services that may expose us to potential liability.
- 7.6 We will delete all User Data that you input into a Service for the purpose of acquiring an Output Translation within 30 days of completing the relevant Service for you, except to the extent such User Data is required by us for any of the purposes specified in clauses 7.1 and 7.2.
- 7.7 You must retain a complete list of any subcontractors and/or subprocessors that will have access to any Kara.tech Materials, Customer Outputs and/or Reseller Data and make this list available to Kara.tech or the Reseller upon request. You must provide us with no less than 30 days prior written notice of any proposed change to such subcontractors or subprocessors.
- 7.8 You must not use any Reseller Data:
- other than as expressly permitted by your Reseller Agreement, and only for the minimum period necessary for such purposes;
 - for any secondary use, product development, model training, or benchmarking, except to the extent expressly permitted under your Reseller Agreement.
- 8. Ownership**
- 8.1 Subject only to your rights to access and use the Customer Outputs in clause 2.1 and your rights in the User Data specified in clause 7.1:
- the Kara.tech API, Services, Customer Outputs (including any underlying source code, software, systems, models, systems, KNS, translation logic, avatars, functionality, databases, website designs, audio, video, text, photographs, and graphics) (together the **Kara.tech Materials**) are protected by copyright and other interests and are proprietary and confidential to us and, as applicable, our Third Party Suppliers;
 - all rights, title and interest in and to the Kara.tech Materials, including associated Intellectual Property rights, are and will remain vested in us or, as applicable, our Third Party Suppliers; and
 - any new Intellectual Property developed by us in the provision of our Services will be owned by us from the date of creation of such Intellectual Property.
- 8.2 We may, subject only to your rights in the User Data specified in clause 7.1 and our privacy obligations under this Agreement and at law, use Customer Outputs for any purpose during the Term or following the end of the Term.
- 8.3 If you (or any of your Users) provide us with ideas, contributions, comments or suggestions relating to the Services or any Customer Outputs (together, **feedback**):
- we may use the feedback for any purpose; and
 - all rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us.
- 8.4 Beyond the rights expressly granted in this Agreement, nothing contained in this Agreement confers on you any right or interest in, or licence or permit to use, any of the Kara.tech Materials or any of the Intellectual Property rights in them.
- 9. Privacy**
- 9.1 We collect and process Personal Information:
- relating to you and, if applicable, your Users when you (or your Users) access or use the Kara.tech API and/or our Services; and
 - Personal Information that you input into the Services; and
- We may also collect certain information about the performance of the Kara.tech API and the Services and your (and your Users') use of the Kara.tech API, Services and/or Customer Outputs.
- 9.2 Our access to and use of all such Personal Information is governed by our Privacy Policy. By agreeing to this Agreement, you agree to the way we handle your (and your Users') Personal Information, as specified in (and anticipated by) this Agreement.
- 9.3 You must comply with all Data Privacy Laws in connection with your collection, use and disclosure of the Personal Information of any person in connection with this Agreement and our Services. You will not (and will ensure your Users do not) use the Services or Customer Outputs in a way that violates (or may be considered inconsistent with) the privacy of any person.
- 9.4 You acknowledge and agree that, in respect all Personal Information contained in any User Data, we process or hold such information solely on your behalf, as your agent, service provider and/or processor, as those terms may be used for the purposes of Applicable Privacy Laws.
- 9.5 As the data controller or business, as those terms may be used for the purposes of Applicable Privacy Laws, you warrant that you:
- have obtained all necessary consents and approvals from all individuals to ensure that we (and the Reseller and our Third Party Suppliers) are able to lawfully process all User Data in the manner specified in (and anticipated by) this Agreement and the Services.
 - will notify us without undue delay if you no longer have a lawful basis for processing any User Data. This shall include any withdrawal of consent, or objection received by you to whom Personal Information relates;
 - are responsible for your secure use of the Kara.tech API and the Services, including securing your (and your Users) account credentials;

- (d) will not provide us with "sensitive information", as that term is defined in Applicable Privacy Laws; and
 - (e) are responsible for reviewing the information made available us relating to security and making an independent determination as to whether the Kara.tech API and the Services meet your requirements and legal obligations under Applicable Privacy Laws.
- 9.6 You will, immediately upon becoming aware of a Security Incident, or any other breach, or suspected breach, of your security safeguards, notify us without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by us.
- 10. Confidentiality**
- 10.1 Unless otherwise consented in writing by one party to the other, each party will maintain the confidentiality of all Confidential Information of the other obtained under this Agreement.
- 10.2 The provisions of clause 10.1 do not apply to any information which:
 - (a) is public knowledge other than breach of this clause 10;
 - (b) is received from a third party who is in lawful receipt of the information and is able to disclose it to the recipient without restriction;
 - (c) is required by law to be disclosed; or
 - (d) in the case of Kara.tech, is necessary for Kara.tech to disclose in order to perform its obligations and exercise its rights under this Agreement.
- 11. Warranties**
- 11.1 You warrant that all information supplied by you (and, if applicable, your Users) via the Kara.tech API and/or our Services (including all User Data) is accurate, complete and up to date. You acknowledge that our Services (and the accuracy and reliability of the Customer Outputs) depends on the entry by you (and, if applicable, your Users) of accurate, complete and up to date User Data.
- 11.2 We will use our commercially reasonable efforts to ensure that the Service is accessible by you in accordance with this Agreement.
- 11.3 In the event of any breach of clause 11.2 or any other term, condition or warranty that we are unable to exclude by law, your sole remedy will be (at our option) the resupply of the non-conforming Service within a commercially reasonable time.
- 11.4 The obligation of Kara.tech in clause 11.2 is in lieu of all other warranties relating to the Kara.tech API, Services and Customer Outputs. To the maximum extent permitted under applicable law, all other warranties, conditions and representations, whether express, implied, statutory or otherwise, and whether arising under this Agreement or otherwise, are excluded (including, without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose).
- 11.5 Despite any other term of this Agreement, you acknowledge and agree that:
 - (a) the Kara.tech API, the Services and Customer Outputs are intended for general informational and communication purposes only, and are not a substitute for professional interpreting services;
 - (b) you are solely responsible for evaluating the suitability of the Services and Customer Outputs for your specific Authorised Purpose. We do not represent that the Services or Customer Outputs will satisfy your requirements or any legislative or regulatory requirements that you may choose to use the Customer Outputs in connection with;
 - (c) as our Services use artificial intelligence systems to provide the Customer Outputs, given the nature of artificial intelligence and machine learning systems, we do not provide (and expressly exclude) any warranties in respect of the accuracy, reliability or completeness of any Customer Outputs; and
 - (d) although we use commercially available anti-virus software in the provision of our Services, we do not guarantee that the Kara.tech API or our Services will be free from viruses, trojan horses, worms, time bombs, or similar harmful programming routines.
- 11.6 If you are acquiring the Services for the purposes of a business, the guarantees provided under the New Zealand Consumer Guarantees Act 1993 (or equivalent legislation in your jurisdiction if you are not based in New Zealand) do not apply.
- 12. Liability**
- 12.1 To the extent you suffer or incur any loss, liability, cost or damage in connection with this Agreement or any act or omission of the Reseller in connection with this Agreement or the Services, all claims by you against Kara.tech are limited in aggregate to the Fees (if any) paid by you in 12 months immediately prior to the act or omission giving rise to the claim, unless liability has arisen as a sole and direct result of our gross negligence, wilful misconduct or fraud.
- 12.2 The Reseller shall have no liability to you under or in connection with this Agreement. To the extent you suffer or incur any loss, liability, cost or damage as a result of or in connection with any act or omission of the Reseller, the Reseller's liability to you shall be limited to (and as specified in) your Reseller Agreement.
- 12.3 You indemnify us and the Reseller for and against any loss, damage, liability or costs suffered or incurred by us or the Reseller in connection with any claim (including by any Third Party Supplier):
 - (a) that our (or the Reseller's) possession, use or disclosure of any User Data (in accordance with this Agreement or the Services) infringes a person's privacy or Intellectual Property rights or is unlawful, defamatory or objectionable; or
 - (b) where the relevant claim arises from a breach by you (or any of your Users) of clause 3 or any of the warranties in clauses 7.3 or 9.5.
- 12.4 You indemnify us for and against any loss, damage, liability or costs suffered or incurred by us in connection with any claim by the Reseller against us, where such claim has arising out of: (i) any User Data; (ii) the acts or commissions of you or any of your Users; or (iii) the use by you or any of your Users of the Services or Customer Outputs.
- 12.5 Except in respect of any liability under the indemnity in clause 12.3, under no circumstances will either you or we (or the Reseller or any of our Third Party Suppliers) be liable, whether in contract, equity, tort (including negligence,

- breach of statutory duty or otherwise) or any other theory of liability for any direct or indirect loss of profits, loss of revenue, loss or corruption of User Data, loss of anticipated savings; or for any indirect, special or consequential loss whatsoever.
- 12.6 Despite any other provision to the contrary in this Agreement, neither we, nor the Reseller, will under any circumstances be liable to you, any User or any other person:
- (a) in respect of the accuracy, reliability, availability or completeness of any Customer Outputs or your, your Users or any other person's use or reliance on any Customer Outputs;
 - (b) in connection with any action taken by us pursuant to clause 3.4; or
 - (c) for the use or disclosure of your User Data by any AI Service Provider, which shall be governed by the relevant AI Service Provider Policies.
- 13. Third party websites**
- 13.1 The Services may contain links to other websites or resources over which we do not have control (**External Platforms**). These links do not constitute an endorsement by us of those External Platforms. You acknowledge that we are providing these links to you as a convenience, and you further agree that we are not responsible for the content of any External Platforms. Your use of the External Platforms is entirely at your own risk and is subject to the terms and conditions of use and privacy policies located on the External Platforms.
- 14. Term and Termination**
- 14.1 This Agreement shall commence when you first access the Kara.tech API and/or our Services and shall remain in force at all times while you are accessing or using the Kara.tech API or any Services.
- 14.2 Without limiting any rights of termination granted to you in your Reseller Agreement, you may immediately, by notice in writing to us, terminate your Agreement if we fail to comply with any material term of this Agreement and do not remedy the breach within 10 days of receiving written notice of the breach from you.
- 14.3 Unless expressly agreed otherwise by Kara.tech (in writing), this Agreement shall terminate upon your Reseller Agreement expiring or terminating.
- 14.4 We may immediately, by notice in writing to you, suspend and/or terminate this Agreement and your access to the Kara.tech API and Services where:
- (a) you fail to comply with any term of this Agreement and do not remedy the breach within 10 days of receiving notice of the breach from us;
 - (b) you (or any of your Users) breach or attempt to breach any of our security protocols or systems on the Kara.tech API;
 - (c) you (or any of your Users) use or attempt to use the Kara.tech API, the Services or any Customer Outputs for any purpose other than the relevant Authorised Purpose;
 - (d) there is an appointment of any type of insolvency administrator in respect of your affairs;
 - (e) required by law; or
 - (f) we consider it necessary or desirable to do so to protect our interests or reputation or the interests or reputation of any other customer, licensor or supplier, or where continued supply of the Services to you may result in a breach by us of our agreement with the Reseller.
- 14.5 Upon termination of this Agreement (or for any period of suspension) for any reason:
- (a) you must immediately cease (and, if applicable, ensure your Users cease) to access our Services;
 - (b) you may continue to use Customer Outputs supplied to you prior to suspension or termination, provided such ongoing use is undertaken strictly in accordance with (and subject to) the terms of this Agreement;
 - (c) in the case of termination:
 - (i) your User Data, other than Anonymous Data or Aggregate Data, shall be deleted from our systems within 30 days, unless we are required to retain such data on our systems for legal compliance reasons;
 - (ii) any termination will be without prejudice to any prior breaches by us or by you (or, if applicable, any of your Users) of this Agreement; and
 - (iii) any provision of this Agreement intended to survive termination shall survive.
- 15. Force majeure**
- 15.1 Neither party shall be liable for any delay or failure to fulfil its obligations under this Agreement (other than any payment obligation) arising directly or indirectly from any circumstance beyond the reasonable control of the affected party (including, without limitation, acts of God, flood, earthquake, storm, fire, epidemic, pandemic, war, embargoes, riot or civil disturbance), provided that the affected party shall notify the other party as soon as practicable of the events and use its reasonable endeavours to continue to perform its obligations and mitigate the effects of the event.
- 16. Disputes**
- 16.1 Where any dispute arises between you and us in respect of this Agreement or our Services, you (or your representative) and Kara.tech must first use all reasonable endeavours to negotiate in good faith in an attempt to resolve the dispute amicably, before commencing any court or arbitration proceedings relating to the dispute. However, nothing in this clause will prevent a party from taking immediate steps to seek urgent injunctive relief before an appropriate court.
- 16.2 You shall cooperate (in good faith) and provide us with such assistance as we reasonably require in connection with any dispute with the reseller relating to the Services.
- 17. General**
- 17.1 This Agreement is intended to confer benefits on the Reseller for the purpose of the Contracts and Commercial Law Act 2017 (or, if applicable, any equivalent legislation in the jurisdiction in which the Services are being used), the Reseller will be entitled to enforce those provisions of this Agreement that confer a benefit on it.
- 17.2 Any problems that occur whilst accessing the Kara.tech API and/or our Services (or any other correspondence with us)

- should be notified in writing to legal@kara.tech at your earliest convenience.
- 17.3 Any notices to be provided by us to you under this Agreement shall be made by either posting such notice on the Website or, if applicable, by emailing you at the email address you supplied to us when you registered for the Services.
- 17.4 This Agreement is personal to you and you will not assign or transfer any of your rights under this Agreement or any part of them without our prior written consent (which may be withheld in our absolute discretion).
- 17.5 This Agreement and the provision of our Services will be governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand courts in respect of any disputes or claims arising out of or in connection with this Agreement and our Services.
- 17.6 If any of provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable, then to the extent, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.
- 17.7 This Agreement constitutes the entire agreement between the parties with respect to the Kara.tech API, the Services and Customer Outputs. To the extent there is any inconsistency between a term in your Reseller Agreement and this Agreement in respect of the Kara.tech API or the Services, the term in this Agreement shall prevail.
- 18. Definitions**
- 18.1 In this Agreement unless the context otherwise requires:
- AI Service Providers** means any third party provider(s) of artificial intelligence and large language model services used by Kara.tech, details of which can be provided to you upon request by contacting us at legal@kara.tech.
- AI Service Provider Policies** means the publicly available policies of Kara.tech's AI Service Providers.
- ASL** means American sign language used primarily by deaf and hard-of-hearing people in North America or such other languages that Kara.tech makes available from time to time.
- Authorised Purpose** means any use case agreed in writing by Kara.tech (or by the Reseller in your Reseller Agreement), or where no use case has been agreed in writing, for your internal business use only, and not for any commercial use.
- Confidential Information** means all written and oral information provided by either party to the other or to which the other party gains access. It is acknowledged and agreed that all information regarding the Kara.tech API, the Services and Kara.tech Materials is our Confidential Information.
- Customer Application** means the software application, website, or digital platform owned or licensed by you and which is used by you to access the Services via the Kara.tech API.
- Customer Application Requirements** means the Customer Application requirements specified in the Key Terms and as otherwise notified in writing by Kara.tech.
- Customer Data** means any and all data and information:
- (a) relating to you (and, if applicable, your Users) that you or your Users make available to us (including via a, Translation Request); and

- (b) that you (or, if applicable, any of your Users) input into our Services for the purposes of receiving a translation.

Customer Outputs means:

- (a) Output Translations; and
- (b) any other data made available to you as an output of your use of the Kara.tech API and the Services (including, without limitation, translation status, target language, credit status, response text and expiry information).

Data Privacy Laws means all applicable laws, treaties and regulations applicable to a party's respective processing of Personal Information, including (as applicable) the NZ Privacy Act 2020, General Data Protection Regulation (EU) 2016/679, United Kingdom Data Protection Regulation and/or the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100, et seq. and its implementing regulations, as amended by the California Privacy Rights Act.

Environment means the hardware, software, information, networks or systems underlying the Reseller platform, the Kara.tech API and the Services.

Fair Use Limitation means that the use of the Kara.tech API, Kara Auto Translate and Customer Outputs must be fair, reasonable and not excessive as determined by Kara.tech (acting reasonably) and having regard to other users and by reference to availability of its resources and the Request Limitations.

Intellectual Property means any intellectual property rights in existence now or coming into existence in the future anywhere in the world and includes (but is not limited to) rights in respect of copyright, trademarks (whether registered or unregistered), inventions, patents, designs (whether registered or unregistered), confidential information and know how.

Kara Auto Translate means an exclusively AI-powered ASL translation service made available to users via the Kara.tech API.

Kara.tech API means the application programming interface owned and/or licensed by Kara.tech which allows the Customer to integrate the Customer Application and call the Kara Auto translate service and which:

- (a) may consist of programmatic web APIs, interface definitions, generated code libraries, data and files and associated tools and/or documentation; and
- (b) includes all Modifications.

Modifications means all enhancements, modifications, updates, improvements, replacements and the like made available by Kara.tech in respect of the Kara.tech API.

Output Translation means the ASL translation made available to you in response to a Translation Request made by you (or your users), delivered in an MP4 video format (or in such other format as may be agreed by Kara.tech from time to time).

Personal Information means information about an identifiable individual, or an individual whose identity can be reasonably ascertained from that information.

Privacy Policy means our privacy policy in place from time to time and contained on our Website at <https://www.kara.tech/>.

Request Limitations means the limitations (if any) on the number of Output Translations that may be requested by

you in any month under this Agreement, as specified in your Reseller Agreement or otherwise agreed in writing by you with us.

Reseller Agreement means your services agreement with the Reseller governing the provision of services by the Reseller to you and your payment to the Reseller for such services.

Reseller Data means any data or information originating from, generated by, extracted from, or provided through Reseller products or offerings (including via an Integration), other than the Kara.tech API and or the Services.

Security Incident means any unauthorised or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Information.

Services means Kara Auto Translate and/or other services we may make available to you via the Kara.tech API.

Third Party Suppliers means any third party licensor, supplier or service provider providing content or services to us in connection with the Kara.tech API and/or our Services, and includes any AI Service Providers.

Translation Request means any request made by you (or your Users) for an Output Translation via the Kara.tech API.

User means, if you are not a natural person, any of your personnel, representatives or third parties that you have authorised to access and use the Kara.tech API, the Services or Customer Outputs on your behalf.

Website means <https://www.kara.tech/> or such other website as notified by us from time to time.

you means the customer that has registered to access the Kara.tech API and has entered into the Reseller Agreement, and **your** has a corresponding meaning.