

Kaibou Search Services

Terms of Use - Testing Agreement

Before using the Kaibou Search Services [hereafter referred to as the 'KSS'], please read this document carefully. By using our services, you are confirming that you accept all of the terms and conditions set out in this document. Ukatemi Technologies Ltd. [hereinafter referred to as 'the Manufacturer'] permits the use of any element or function of the KSS, as well as any related services or materials, solely on the condition that the User agrees to be bound by all the provisions stipulated or referred to within these Terms of Use [hereafter referred to as ToU].

By using any of the KSS services or functions accessible via an API key or the dedicated portal at <https://kss.ukatemi.com> or any related webpages, the User expressly declares that it:

- (i) has full authority to accept the ToU on behalf of itself or the legal person or unincorporated organisation that it represents, and to undertake the obligations set out therein and exercise the rights fixed therein;
- (ii) has learnt about and accepted all the provisions of this ToU – including warranty obligation and privacy clauses, full or partial disclaimers as well;
- (iii) acknowledges that the KSS, which can be tried for free under this ToU is in an alpha version for which Manufacturer accepts only limited liability for compensation and warranty – as defined in this document – regarding its trouble-free operation;
- (iv) acknowledges that an agreement – concluded electronically without any need for further verbal or written confirmation and based on mutual undertakings – has been reached between the parties concerning the use of the KSS and services available through it, for the proof of which only the log files produced by the system providing the background of the KSS and handled electronically by Manufacturer are available. The log files are provided with a timestamp by Manufacturer, the originality and pertinence of content of which both parties shall accept as valid until proven otherwise. The agreement reached on the basis of these ToU shall not be regarded as a written contract; it is not filed and will not be made available later as a filed contract by the Manufacturer.

These ToU is available for download in pdf format in English language from the following website of

Manufacturer: <https://kss.ukatemi.com>. Lack of knowledge about the provisions of ToU published shall not relieve User from the obligation to comply with the provisions. By providing possibility to download the ToU, Manufacturer complies with its obligations as defined in Art. 5 [1] of Act CVIII of 2001 on certain issues of Electronic Commerce Services and Information Society Services.

There is no such normative code of conduct regarding the services available on the basis of these ToU which Manufacturer shall be subject to.

I. Manufacturer

Name:	Ukatemi Technologies Ltd.
Registered Office:	1095 Budapest, Soroksári út 48. 11. ép. 3./18.
Company registration number:	01-10-142168
Tax number:	32170061-2-43
Authorised representative:	Roland Kamarás CEO
Phone number:	+36 1 798 5073
E-mail address:	kss@ukatemi.com
Website:	www.ukatemi.com

II. User

The natural or legal person or unincorporated organization that uses any of the services of the KSS shall be regarded as User in respect of these ToU.

III. Services available under the ToU

The Manufacturer shall make the KSS available to the User free of charge through an API key or the dedicated portal under the ToU with a dedicated token. The prerequisite of accessing the KSS is the access to Internet network. User can access the KSS through any intermediary Internet access service.

As the sole owner of the KSS, the Manufacturer grants the User a non-exclusive right to use the KSS to the extent specified in this ToU. Any supplementary documentation or auxiliary material connected to the KSS shall be regarded as part of the KSS, to which this document shall apply without any time limit.

The User acknowledges that a daily and monthly query limit has been set for each API key: 1,000 queries per day and 10,000 queries per month, currently. If the daily or monthly limit is reached, the User will automatically receive an error message.

KSS searches the entire Kaibou data warehouse, which is updated daily. The service can be used to query samples using the MD5, SHA1, and SHA256 hash algorithms. It can also run complex queries involving text searches, including sample upload time, file type, file size, and targeted architecture. The entire database can be queried using a configurable threshold with TLSH-based similarity search. Found samples can be exported from the system. The detailed technical specification of the KSS is annexed to this ToU.

IV. Rights and obligations, statement of limited liability

Manufacturer, as the developer, owner, and operator of the KSS, provides the user with non-exclusive usage rights, separate and independent from those of other users, as set out in this ToU.

The User acknowledges that the KSS, its services, and the underlying infrastructure are all protected by intellectual property laws and international conventions. The User shall not acquire ownership of the KSS, related patents, copyright, property rights, or trademarks; they only acquire a non-exclusive, limited right to use based on the Manufacturer's original and derivative rights in respect of the alpha version available online under this ToU. The Manufacturer declares that, with regard to all service elements, it possesses the derivative rights granted to the User within the framework of this ToU, and that all acts of use carried out by the User in accordance with this ToU shall be regarded as lawful.

The User acknowledges that it is not authorised to the exploration, decryption, translation, alteration, modification, development, adaptation beyond the framework of user parameter settings, investigation, analysis of its structure and function beyond the

scope permitted by proper use of the KSS and any source or object code necessary for the operation and access of services as well as the underlying infrastructure, or the download, copy or distribution of the software components of the KSS excluding the samples stored in the system.

The User cannot resell, allow any third party to use, assign, sub-license, rent out, grant usufructuary or leasing rights, lend out, or debit in any form, their access to the KSS or the rights provided to them by these ToU, without the prior express written permission of the Manufacturer. If the User provides a third party with access to the services covered by these ToU, it accepts liability for the third party's activities as if it were its own.

The User undertakes that it shall use the service in accordance with this ToU, for lawful purposes and in a manner that complies with all applicable legal requirements. The User must not conduct any activities that are contrary to the Criminal Code or otherwise unlawful in the course of using the KSS or in any way related to it (including but not limited to the violation of an embargo provision/sanction). The user acknowledges that improper use of the KSS is strictly prohibited and may result in permanent limitation of access to the services.

The User acknowledges that the KSS is currently in alpha version; hence, its use shall be incurred at the User's own risk only. By using the alpha version of the KSS free of charge, the User expressly acknowledges and accepts that the Manufacturer excludes all liability for any damage, loss, cost, or expense (including, without limitation, direct, indirect, incidental, or consequential damages) arising from or related to the use, operation, performance, or malfunction of the system. This exclusion applies to all liabilities that may lawfully be excluded under Hungarian law and shall not limit or exclude the Manufacturer's liability for damages caused intentionally, by gross negligence, or resulting in death or personal injury, or any other liability which may not be excluded or limited by mandatory provisions of Hungarian law. The Manufacturer expressly excludes all liability for claims based on infringements which can be related to the alteration, modification and non-contractual and improper, unlawful use expressly not permitted by these ToU or the attempt of any of the aforementioned activities by other than the Manufacturer.

The Manufacturer shall take all necessary and reasonable measures to ensure the safe operation of the KSS. However, as the KSS is currently only available in an alpha version, the Manufacturer does not provide an SLA for continuous, fault-free operation of the system.

The User acknowledges that it shall accept liability for the legality of all the operations and actions executed with the access registered for the User as if they were executed by itself. User accepts liability for that it shall take all the appropriate and reasonable steps in order to prevent any unauthorised access, and cooperate with the Manufacturer for the enforcement of legitimate claims based on unauthorised access. In the case of the violation of the liability stated above, the Manufacturer may terminate the User's access, or may refuse the access request arriving from the related IP address without any time limit, even permanently.

The User acknowledges and accepts that the Manufacturer may limit or even permanently prohibit its further access to the KSS insofar as: (i) User attempts to bypass or manipulate the technical security mechanisms of the KSS, or its infrastructure; or (ii) it executes actions, without the authority of the Manufacturer, that influence the proper operation of the activation, identification, security and technical protection mechanisms built into the KSS or its infrastructure.

The User acknowledges that the Manufacturer shall not be liable for the security of data flow outside its direct scope and on the Internet, or for the delivery or reception of the consignments. The Manufacturer cannot be held liable if any intermediary provider limits or filters network traffic due to a network security incident. The User is obliged to take all the reasonable steps within its circle of interest in order to prevent any possible security incidents.

The User acknowledges that the name of 'Kaibou' and the visual imagery applied are protected under Act XI of 1997 on the Protection of Trademarks and Geographical Indications and other international conventions related to trademark protection; only Ukatemi Technologies Ltd. as trademark owner is entitled for its use or the authorization of its use.

The violation of the restrictions recorded in respect to the right of use in these ToU shall be regarded as unauthorised use, and it forms basis of the

immediate cancellation of User's access.

V. Modification, expiry and termination of legal relationship

By accepting these ToU, a legal relationship for an indefinite period comes into force between the User and the Manufacturer.

These ToU – with the exception of the invalidity of a contractual provision based on the law or its retroactive amendment, or a court order – can only be modified by the unilateral legal statement of the Manufacturer.

The Manufacturer is not obliged to notify the User in advance of its intention to modify the ToU, except for the privacy obligations and the User's rights and obligations (including the possible termination of the right of use free of charge). The Manufacturer shall inform the User of its intention to amend elements within the scope of the abovementioned circle of exceptions thirty (30) days before the amendment at the latest. The ToU cannot be amended retroactively.

The User has the option of terminating its use of the services with immediate effect by deleting its API key. The Manufacturer may terminate the legal relationship with immediate effect in the event of a breach of the terms of use by the User.

The Manufacturer reserves the right to terminate the service upon giving ordinary notice. In this case, the User will be notified thirty (30) calendar days before the termination date.

Rights of use provided by these ToU shall also expire due to the expiration or termination of the legal relationship. The termination of the legal relationship shall not limit the Manufacturer's right to further enforce its rights.

VI. Suspension of Service

The Manufacturer reserves the right to suspend any service available under this ToU, modify its characteristics, or terminate service elements. The Manufacturer shall inform the User of this by publishing the information on its official website.

The Manufacturer shall be entitled to implement exceptional and immediate measures affecting the operation and access of the KSS in order to inspect its systems and infrastructure for safety purposes, or to prevent damage to its own or any third party's devices and networks.

VII. Privacy

By using the KSS under this ToU, the User gives its expressed consent to the controlling (especially the collection and technical replication in the systems used during the operation of the KSS) of their personal data necessary for the performance of obligations Manufacturer committed itself to based on these ToU. The personal data referred to are: (i) personal data used for contacting; (ii) related log file(s) regarded as personal data; as well as (iii) related IP addresses and other technical identifiers.

The Manufacturer processes any data that qualifies as personal data in compliance with the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) and of Act CXII of 2011 on Informational Self-Determination and Freedom of Information, under the principles of legality, fair treatment, transparency and data minimization.

Data processing in relation to the KSS is always based on the data subject's consent or Manufacturer's legitimate interest. Accordingly, the legal basis of data processing is: (i) the data subject's consent pursuant to paragraph a) of Article 6(1) of the GDPR; or (ii) enforcing Manufacturer's legitimate interests pursuant to paragraph f) of Article 6(1) of the GDPR.

The purpose of data processing is: (i) to ensure the lawful and safe operation of the KSS and to protect their integrity; (ii) to contact Manufacturer's potential partners and customers, maintain such contacts and manage comments and enquiries and to share information; and (iii) to enforce the rights in intellectual property and trademarks protected by copyrights.

Manufacturer processes the data: (i) until withdrawal of the data subject's consent; or (ii) in respect of the relevant purposes, as long as the legitimate interest relating to such purposes exists.

The Manufacturer accepts liability and protects the data by appropriate and risk-proportionate technical

and organizational measures, and addresses any data breach in accordance with the provisions of the GDPR, and reports it to the parties concerned in such manner and with such content as required in the relevant law.

The Manufacturer does not use the data for profiling, and does not disclose it to any third party – except where requested by an authority or court also specifying the legal basis for disclosure or where it is necessary for the enforcement of a right –, does not use third party data processors. User cannot assert a claim due to the Manufacturer's bona fide performance of the official data transmission(s). The Manufacturer does not process sensitive personal data.

VIII. Reservation of rights

Any late or failed enforcement of the rights defined in this ToU to which the Manufacturer is entitled shall not constitute a waiver of the right to enforce them; furthermore, partial or exclusive enforcement of rights shall not preclude further or remaining enforcement. Waiver of any rights originating from or relating to these ToU shall only be valid if Manufacturer provides an express written statement.

If any provision in these ToU is invalid, this shall not affect the validity of the other provisions. In the case of partial invalidity, the rest of the ToU shall remain in effect without amendment.

IX. Miscellaneous and closing provisions

The Parties may communicate their statements regarding the performance of their obligations and enforcement of their rights originating from these ToU in electronic messages as well.

In issues not regulated by these Terms of Use, the Hungarian law shall be regarded as authoritative, particularly the Civil Code of Hungary, Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services, as well as Act LXXVI of 1999 on Copyright.

Budapest, 08th August 2025