

KULLA TERMS OF SERVICE

Effective Date: 2026-08-25

Version: 1.0

Publisher: MOMUS DEV, LLC ("MOMUS DEV," "we," "us," or "our")

PLEASE READ CAREFULLY

These Kulla Terms of Service (these "**Terms**") form a binding legal agreement between MOMUS DEV, LLC, a Missouri limited liability company (together with its successors and assigns, including any successor corporation resulting from statutory conversion under §347.700 R.S.Mo., "**MOMUS DEV**") and the individual or entity ("**you**" or "**Customer**") accessing or using any of the Kulla software products described below (collectively, the "**Kulla Software**").

By downloading, installing, accessing, or using the Kulla Software, you accept and agree to be bound by these Terms. If you do not accept these Terms, do not download, install, access, or use the Kulla Software.

If you are entering into these Terms on behalf of a company, organization, or other legal entity, you represent that you have the authority to bind that entity to these Terms, in which case the terms "**you**" and "**Customer**" refer to that entity.

Enterprise Note. If your organization has entered into a separately negotiated Master Services Agreement (MSA) with MOMUS DEV, that MSA governs your use of the Kulla Software and supersedes these Terms to the extent of any conflict. These Terms remain applicable to self-serve tiers (Kulla Local Subscription and Kulla Local API) unless expressly superseded.

1. THE KULLA SOFTWARE

1.1 Products Covered. The Kulla Software includes:

- **Kulla Studio** — the operator interface for building, running, monitoring, and governing Kulla agents.
- **Kulla Local** — a desktop-installed agent memory and behavioral framework, offered in two tiers: (a) *Local Subscription* (\$20 per user per month) for customers routing through their existing AI-provider subscription; and (b) *Local API* (\$50 per user per month) for customers supplying their own AI-vendor API keys.
- **Kulla Enterprise** — a seat-based license for enterprise deployments on customer-controlled infrastructure (\$150 per seat per month, 25-seat minimum), typically governed by a separate MSA.

1.2 Deployment Posture. The Kulla Software is designed to run on infrastructure that you or your organization owns and controls. MOMUS DEV does not host customer data or agent memory contents on its own infrastructure and does not process customer prompts on its own infrastructure. You bring your own cloud (or local machine), your own AI-vendor accounts, and your own credentials.

1.3 Third-Party AI Services. The Kulla Software is designed to interoperate with third-party artificial-intelligence services (including without limitation Anthropic, OpenAI, and Google), each of which is

provided by an independent third party under its own separate terms of service. Your use of any such third-party service is governed by the terms of that third-party service. MOMUS DEV is not a party to your relationship with any third-party AI service, is not a reseller of third-party AI inference, and is not responsible for the availability, accuracy, cost, or content-moderation policies of any third-party AI service.

2. LICENSE GRANT

2.1 Grant. Subject to your ongoing compliance with these Terms and (where applicable) your timely payment of subscription fees, MOMUS DEV hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Kulla Software for your own internal business or personal purposes during the term of your active subscription.

2.2 Scope of Use. Unless otherwise agreed in a separate written agreement (including an Enterprise MSA), one license entitles one identified user to use one installation of the Kulla Software at a time. Sharing your license or credentials with any other person, or using the Kulla Software concurrently on more installations than your subscription permits, is prohibited.

2.3 Reservation of Rights. All rights not expressly granted to you in these Terms are reserved by MOMUS DEV. Nothing in these Terms shall be construed to convey ownership of the Kulla Software, any portion thereof, or any intellectual property rights subsisting therein to you.

3. RESTRICTIONS

You shall not, and shall not permit any third party to:

- (a) copy, modify, translate, or create derivative works of the Kulla Software, except as expressly permitted herein;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or trade secrets of the Kulla Software, except to the extent such restriction is prohibited by applicable law;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Kulla Software to any third party;
- (d) remove, alter, or obscure any proprietary notice, label, or mark on or in the Kulla Software;
- (e) use the Kulla Software to develop a competing product or service;
- (f) use the Kulla Software in violation of any applicable law, regulation, or third-party right;
- (g) use the Kulla Software to build agents, workflows, or systems that violate the acceptable-use policies of any third-party AI service the Kulla Software interoperates with;
- (h) use the Kulla Software to generate, store, or transmit unlawful, defamatory, obscene, harassing, or infringing content;
- (i) attempt to interfere with, disrupt, or gain unauthorized access to any MOMUS DEV system or the systems of any third-party AI service; or
- (j) benchmark or performance-test the Kulla Software for the purpose of publishing results without MOMUS DEV's prior written consent.

4. SUBSCRIPTION, PAYMENT, AND RENEWAL

4.1 Subscription Fees. Fees for the Kulla Software are set forth on the MOMUS DEV website (www.momusdev.com) or in your applicable order form or MSA. Fees are billed in advance on a monthly or annual basis as elected at signup.

4.2 Payment. Payment is processed by our third-party payment processor (Stripe, Inc.). By providing payment information, you authorize MOMUS DEV and our payment processor to charge your chosen payment method for all fees due, including applicable taxes.

4.3 Auto-Renewal. Subscriptions automatically renew at the end of each billing period unless cancelled at least twenty-four (24) hours before the renewal date via the account settings in Kulla Studio or by written notice to MOMUS DEV. Renewals are billed at the then-current published rate.

4.4 Refunds. Except as required by applicable consumer-protection law, all fees paid are non-refundable. In our sole discretion, we may offer pro-rata refunds for annual subscriptions cancelled within thirty (30) days of the initial payment.

4.5 Taxes. All fees are exclusive of taxes. You are responsible for any applicable sales, use, value-added, or similar taxes, other than taxes based on MOMUS DEV's net income.

4.6 Fee Changes. MOMUS DEV may change subscription fees at any time upon at least thirty (30) days' prior notice. Fee changes will take effect at the start of your next billing period following the notice.

5. YOUR DATA AND CONTENT

5.1 Ownership of Your Data. You retain all right, title, and interest in and to (a) any data, content, prompts, agent memory contents, decision records, or other materials that you or your users create, upload, or store through your use of the Kulla Software ("**Customer Data**"), and (b) any outputs generated by third-party AI services in response to prompts you submit through the Kulla Software.

5.2 MOMUS DEV Does Not Access Customer Data. The Kulla Software runs on infrastructure you control. MOMUS DEV does not access, copy, transmit to itself, or store Customer Data in the ordinary operation of the Kulla Software. MOMUS DEV may access Customer Data only (a) to the extent necessary to provide technical support you have expressly requested, (b) as required by valid legal process, or (c) with your explicit permission.

5.3 Third-Party AI Services. When you use the Kulla Software to interact with a third-party AI service, your prompts and the resulting outputs pass between your infrastructure and that third-party service. The privacy, retention, and use of those prompts and outputs by the third-party service are governed by the terms and privacy policy of that service, not by MOMUS DEV.

5.4 Anonymous Telemetry. MOMUS DEV may collect anonymous, aggregated, non-identifying telemetry about how the Kulla Software is used (e.g., feature usage counts, crash reports, performance metrics) to improve the product. Telemetry does not include Customer Data. You may opt out of telemetry in the Kulla Studio settings, subject to any features that require telemetry to function.

6. INTELLECTUAL PROPERTY

6.1 Kulla Software. The Kulla Software, including all source code, object code, documentation, protocols, user interfaces, methodologies, artifacts, designs, names, marks, and any other materials of every kind and description associated with the Kulla Software, together with all intellectual property rights subsisting therein, is and shall remain the sole and exclusive property of MOMUS DEV. The name "Kulla" and the MOMUS DEV marks are trademarks or service marks of MOMUS DEV.

6.2 Feedback. If you provide MOMUS DEV with any suggestions, feedback, ideas, or requests concerning the Kulla Software ("**Feedback**"), you hereby grant MOMUS DEV a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, exploit, and incorporate the Feedback into the Kulla Software or into any MOMUS DEV product or service, without any obligation to compensate or credit you.

6.3 Third-Party Components. The Kulla Software may include open-source or third-party components licensed under their respective terms. Applicable third-party notices are included in the Kulla Software documentation.

7. UPDATES AND MODIFICATIONS

7.1 Software Updates. MOMUS DEV may from time to time release updates, upgrades, bug fixes, patches, or new versions of the Kulla Software. Some updates may be installed automatically. Continued use of the Kulla Software following an update constitutes acceptance of that update.

7.2 Discontinuation of Features. MOMUS DEV may modify, deprecate, or discontinue any feature of the Kulla Software at any time. Where the discontinuation materially reduces the functionality of a paid tier, MOMUS DEV will provide reasonable advance notice.

8. TERM AND TERMINATION

8.1 Term. These Terms commence on the earlier of your first download or first use of the Kulla Software and continue in effect for as long as you have an active subscription or an active installation.

8.2 Termination by You. You may terminate these Terms at any time by cancelling your subscription and uninstalling all copies of the Kulla Software.

8.3 Termination by MOMUS DEV. MOMUS DEV may terminate these Terms and your access to the Kulla Software immediately, without notice, if you materially breach these Terms (including without limitation Section 3 or Section 4). MOMUS DEV may otherwise terminate these Terms upon thirty (30) days' prior written notice.

8.4 Effect of Termination. Upon termination for any reason: (a) all licenses granted to you under these Terms immediately cease; (b) you shall uninstall all copies of the Kulla Software and cease all further use; (c) fees previously paid are non-refundable except as expressly provided in Section 4.4; and (d) Sections 5, 6, 9, 10, 11, and 13 shall survive.

9. WARRANTY DISCLAIMER

THE KULLA SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

MOMUS DEV EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. MOMUS DEV DOES NOT WARRANT THAT THE KULLA SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY OUTPUTS GENERATED THROUGH USE OF THE KULLA SOFTWARE WILL BE ACCURATE, RELIABLE, OR FIT FOR ANY PARTICULAR PURPOSE.

AI Output Disclaimer. The Kulla Software interoperates with third-party AI services that generate probabilistic outputs. Such outputs may be inaccurate, incomplete, offensive, or otherwise unsuitable. You are solely responsible for reviewing, verifying, and deciding whether to act upon any AI-generated output. MOMUS DEV disclaims all responsibility for AI-generated outputs and for any decision or action you take based upon them.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Consequential Damages. IN NO EVENT SHALL MOMUS DEV BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE KULLA SOFTWARE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF MOMUS DEV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Cap on Direct Damages. MOMUS DEV'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE KULLA SOFTWARE SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT OF SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO MOMUS DEV IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

10.3 Basis of the Bargain. You acknowledge and agree that the limitations in Sections 9 and 10 are a material and essential basis of the bargain between you and MOMUS DEV and that MOMUS DEV would not offer the Kulla Software at its current pricing without such limitations.

11. INDEMNIFICATION

You shall indemnify, defend, and hold harmless MOMUS DEV, its officers, directors, employees, contractors, and successors from and against any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) your breach of these Terms; (b) your use or misuse of the Kulla Software; (c) any Customer Data you upload, process, or transmit through the Kulla Software; (d) your violation of any third-party right, including any intellectual property, privacy, or contractual right; and (e) any claim that any output generated through your use of the Kulla Software caused harm to any person or entity.

12. EXPORT AND SANCTIONS COMPLIANCE

You represent and warrant that you are not located in, and will not use the Kulla Software from, any country or region subject to United States government embargo or that has been designated by the United States government as a "terrorist supporting" country. You further represent that you are not listed on any United States government list of prohibited or restricted parties. You shall comply with all applicable United States export-control and sanctions laws and regulations in your use of the Kulla Software.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to the conflict-of-laws principles thereof.

13.2 Venue. Any action arising under or relating to these Terms shall be brought exclusively in the state courts of Pike County, Missouri, or in the United States District Court having jurisdiction over Pike County, Missouri, and each party hereby consents to the personal jurisdiction and venue of such courts.

13.3 Attorneys' Fees. In any action brought to enforce these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of suit.

14. MODIFICATIONS TO THESE TERMS

MOMUS DEV may modify these Terms at any time. Modifications become effective upon the earlier of (a) posting the modified Terms at www.momusdev.com and updating the Effective Date, or (b) notice to you through the Kulla Software or by email to the address associated with your account. Your continued use of the Kulla Software after the effective date of any modification constitutes acceptance of the modified Terms. If you do not accept a modification, your sole remedy is to terminate your subscription and cease using the Kulla Software.

15. GENERAL PROVISIONS

15.1 Entire Agreement. These Terms, together with any applicable order form, MSA, and any policies expressly incorporated by reference (including the MOMUS DEV Privacy Policy), constitute the entire agreement between you and MOMUS DEV concerning the Kulla Software and supersede all prior and contemporaneous negotiations, discussions, and agreements between you and MOMUS DEV on the subject matter hereof.

15.2 Assignment. You may not assign these Terms, in whole or in part, without MOMUS DEV's prior written consent. MOMUS DEV may freely assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

15.3 Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be reformed to the minimum extent necessary to render it valid and enforceable while preserving the parties' original intent.

15.4 Waiver. No waiver of any provision or breach of these Terms shall be effective unless in a writing signed by MOMUS DEV. No failure or delay in exercising any right shall operate as a waiver of such right.

15.5 No Third-Party Beneficiaries. These Terms are for the sole benefit of you and MOMUS DEV and their respective successors and permitted assigns, and nothing herein is intended to or shall confer upon any other person any legal or equitable right.

15.6 Independent Contractors. The parties are independent contractors. Nothing in these Terms creates any agency, partnership, joint venture, employment, or franchise relationship.

15.7 Force Majeure. Neither party shall be liable for any failure or delay in performance (other than payment obligations) to the extent caused by any event beyond that party's reasonable control.

15.8 Notices. Notices to MOMUS DEV shall be sent to <legal@momusdev.com> or by certified mail to 4404 Pike 441, Vandalia, Missouri 63382, Attention: Legal. Notices to you may be sent to the email address associated with your account.

16. CONTACT

Questions about these Terms should be directed to:

MOMUS DEV, LLC

4404 Pike 441

Vandalia, Missouri 63382

Email: legal@momusdev.com

End of Kulla Terms of Service, Version 1.0, effective 2026-08-25.