

# Terms of Service

Kestra Labs LLC • Last Updated: March 1, 2026

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## 1. Service Description

Kestra Labs LLC ("Service Provider") provides two managed gateway services: MCP Fortress and PAT Fortress. MCP Fortress is an MCP protocol gateway that enables organizations ("Customer") to govern, audit, and control how AI assistants access Customer's SaaS applications. PAT Fortress is a Claude API proxy that controls how developers and applications access the Claude API. Both services share a policy engine, credential vault, audit trail, and administrative dashboard.

## 2. Account Registration

You must register using a valid work email and provide accurate company information. Each organization receives one workspace. You are responsible for maintaining the confidentiality of your API keys and admin credentials. Notify us immediately of unauthorized access.

## 3. Acceptable Use

The Service is designed for legitimate business use of AI-SaaS integration governance. You may not: use the Service to circumvent SaaS vendor terms of service, attempt to reverse-engineer the gateway infrastructure, exceed rate limits through automated abuse, or use the Service for any unlawful purpose. We reserve the right to suspend accounts that violate these terms with 24 hours written notice except in cases of imminent security risk.

## 4. Customer Data

Kestra Labs processes Customer Data only as a data processor acting on your instructions. "Customer Data" means: for MCP Fortress, SaaS API credentials stored in the vault and API response content that transits the gateway; for PAT Fortress, Claude API keys (Personal Access Tokens) stored in the vault, plus the full request and response content that transits the proxy. MCP Fortress does not retain SaaS API response content — it passes through in real-time. PAT Fortress archives full request and response content to encrypted S3 storage for SOC 2 audit compliance. Audit logs record metadata (timestamp, user, action, resource, decision) but never credential values. Credential storage and encryption are governed by your selected tier (SOHO/Bank/Zero Trust).

## 5. Intellectual Property

You retain all rights to your Customer Data. We retain all rights to the Service, including the gateway infrastructure, policy engine, connector definitions, and administrative interface. You are granted a

non-exclusive, non-transferable license to use the Service during your subscription term.

## 6. Payment Terms

Pricing is based on your selected tier and user pack. Billing is monthly in arrears. Active users exceeding the contracted pack size are billed at 1.25x the base rate. Invoices are due within 30 days. We do not block users who exceed pack size — production continuity is guaranteed. Disputed charges must be raised within 60 days of the invoice date.

## 7. Termination

Either party may terminate with 30 days written notice. Upon termination, your access to the dashboard is revoked, all credentials in the vault are permanently deleted within 72 hours, and audit logs are retained for the period specified by your tier (90 days, 1 year, or 7 years) then permanently deleted. You may export audit data before termination.

## 8. Limitation of Liability

To the maximum extent permitted by law, Kestra Labs's total liability for any claims arising from the Service is limited to the fees paid by Customer in the 12 months preceding the claim. We are not liable for: SaaS provider outages or API changes, loss of data due to Customer-initiated kill switch or credential revocation, or consequential, incidental, or punitive damages.

## 9. Indemnification

Customer agrees to indemnify Kestra Labs against claims arising from: Customer's violation of SaaS vendor terms, Customer Data content, or Customer's misconfiguration of policies resulting in unauthorized access. Kestra Labs agrees to indemnify Customer against claims arising from our breach of the DPA or unauthorized access to the vault infrastructure.

## 10. Governing Law

These terms are governed by the laws of the State of Arizona, United States. Any disputes shall be resolved through binding arbitration in Maricopa County, Arizona.