

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ARDENT LABS, INC., d/b/a)	
COMULATE,)	
)	
Plaintiff,)	
)	C.A. No. 2025-1405-BWD
v.)	
)	
APPLIED SYSTEMS, INC.,)	PUBLIC VERSION
)	EFILED: DECEMBER 18, 2025
Defendant.)	
)	

UNSWORN SUPPLEMENTAL DECLARATION OF JORDAN KATZ

I, JORDAN KATZ, declare, pursuant to 10 Del. C. § 3927, under penalty of perjury under the laws of Delaware that the following is true and correct:

1. I am a co-founder and Chief Executive Officer of Ardent Labs, Inc., d.b.a. Comulate (“Comulate”), the Plaintiff in this action.
2. I respectfully submit this supplemental affidavit in further support of the Petitioner’s Motion for Expedited Proceedings and for a Temporary Restraining Order.
3. I have personal knowledge of the facts set forth in this affidavit.
4. I have reviewed Applied’s Answering Brief in Opposition to Comulate's Motion for Temporary Restraining Order and Motion to Expedite, as well as the supporting documents, including the Declaration of Richard Peters

(together, the "Opposition Papers"). I provide this supplemental affidavit to correct certain important misstatements and inaccuracies in Applied's Opposition Papers.

I. COMULATE'S USE OF THE SANDBOX ACCOUNT

5. Comulate did obtain an Epic account under the name PBC Consulting in order to operate a non-customer, non-production sandbox account (the "Sandbox Account") for development and demonstration. PBC Consulting is not a real insurance agency and it is not a real entity.
6. Comulate used the Sandbox Account to develop and demonstrate Comulate functionality for Epic-integrated customers in a sandbox (test) environment that was isolated from real customer data and real customer environments.
7. To facilitate this, Comulate generated obviously fictionalized invoices and documentation so customers could observe how Comulate's product works seamlessly with Applied Epic, using non-confidential data. The fictitious nature of this data was readily apparent given the obviously fake names and addresses used, such as "Benefits Brokers" in "***Chicago, GA***" and "Sophia Anthony" at "3323 Strandon Ave, ***Levenstchein, CA*** 63728."
8. For example, on September 11, 2024, at Applied Net (the annual industry conference for users of Applied products), Comulate used the Sandbox Account to run a Comulate product demonstration that was observed by no

less than four senior Applied employees. To the best of my recollection, this included Tom Lind (Senior Product Manager) and Sreekanth Kannepalli (SVP Platform). The demonstration relied on fictional invoices and other obviously fictional data. No one from Applied raised any questions or concerns following the demonstration.

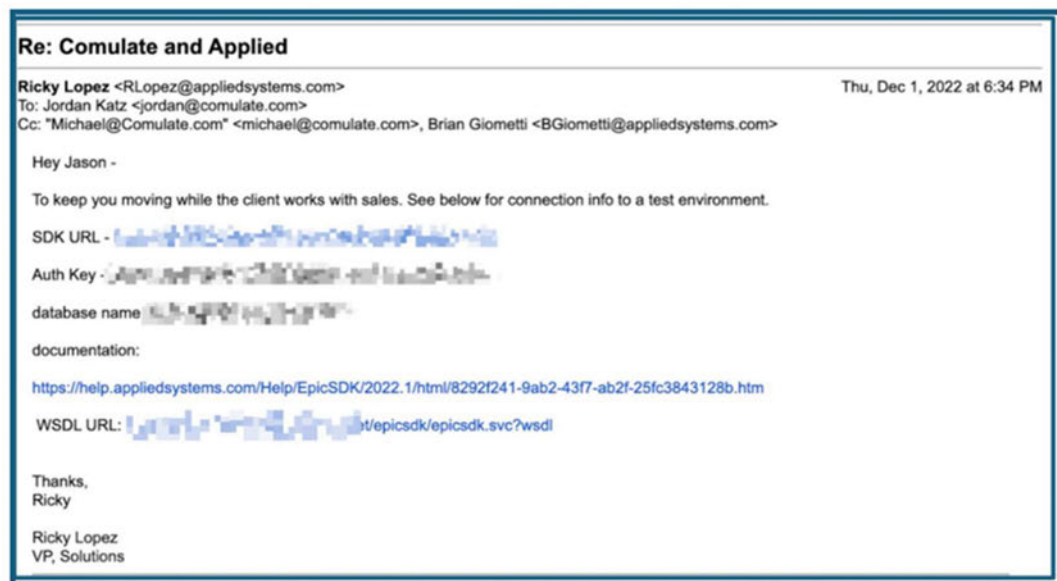
9. In the technology industry, it is standard practice to maintain sandbox environments for product development and demonstrations. Such environments allow developers to test functionality, identify bugs, and refine user experience without affecting production systems or customer data. Comulate used the Sandbox Account in precisely this manner.

II. WHY COMULATE NEEDED THE SANDBOX ACCOUNT

10. On May 25, 2023, Comulate and Applied signed a Pilot Agreement (the “POC Agreement”). Under the POC Agreement, Applied agreed to provide Comulate a test environment with “one (1) API and/or SDK key for unlimited calls,” as well as “Applied Epic,” (i.e. the user-facing interface of Applied Epic) to facilitate Comulate's development and testing.
11. Applied never delivered this promised access.
12. Following execution of the POC Agreement, Comulate followed up repeatedly about obtaining access to the test environment:

- On June 14, 2023, Comulate first requested access. Applied replied it would “get this moving.”
 - On July 6, 2023, Comulate followed up. No response.
 - On August 8, 2023, Comulate followed up again. No response.
 - On August 14, 2023, Comulate informed Applied that Comulate needed access to demonstrate to a potential customer how Comulate works within the Applied Epic ecosystem. Applied did not respond.
13. Without the promised test environment, Comulate could only access the Applied Epic SDK through its customers’ environments. Applied knew and endorsed Comulate having this access—indeed, Applied itself had facilitated this setup. Applied ultimately authorized more than sixty customers to integrate with Comulate using the SDK. Applied never objected or asked Comulate to stop accessing the Applied Epic SDK through its customers.
14. This arrangement placed Comulate's customers in the middle of every integration, test, or demonstration. When Comulate obtained its own test account through PBC, it gained access to nothing new: it had the same SDK methods, the same functionality, and the same information that Applied had already shared with Comulate directly and with its sixty-plus customer integrations.

15. As an example of Applied providing Comulate direct access to its Epic SDK, on December 1, 2022, Applied sent Comulate credentials for direct access to the Epic SDK and pointed Comulate to its publicly available resources detailing the methods and functionality of the Epic SDK. This gave Comulate full access to the Epic SDK, but was inconvenient in some ways because it did not have a user-facing interface connected. Comulate continued working with customers for that. A true and correct copy of the December 1, 2022, email from Applied is attached hereto as Exhibit 3.



16. Applied never required Comulate to sign any additional confidentiality agreement beyond the November 21, 2022, mutual Non-Disclosure

Agreement that was already in place between the parties. A true and correct copy of the Non-Disclosure Agreement is attached as Exhibit 4.

X. PBC DID NOT PROVIDE COMULATE ANY NEW ACCESS OR NEW INFORMATION

17. When Comulate obtained the Sandbox Account in March 2024, Applied completed the paperwork and Applied incorrectly listed the entity as “BBC Consulting”:

APPLIED SYSTEMS MASTER AGREEMENT

This Applied Systems Master Agreement ("Master Agreement"), together with its Attachments, (collectively, the "Agreement") is entered between the Licensee entity ("Licensee") and the Applied Systems entity specified in Section 1 ("Applied"). Licensee and Applied agree as follows:

1. **PARTIES and NOTICE.**

Applied Systems Entity		Licensee
If Licensee located in U.S.:	If Licensee located in Canada:	Licensee's name and address (and DUNS if applicable)
Applied Systems, Inc. 200 Applied Parkway University Park, IL 60484	Applied Systems Canada Inc. 6855 Century Ave., Ste. 3000 Mississauga, ON L5N 2E2	BBC Consulting Inc. 1430 O St. #200 Sacramento CA 95811
Effective Date: MARCH 15, 2024	Applied Client ID: PHOENIX	Phone Number: 5109621904 Licensee's Internal Reference Number (if applicable): 002
To file above Applied entity with copies to: Legal Department Applied Systems, Inc. 200 Applied Parkway University Park, IL 60484		To file above named entity with copies to:

18. Applied did not require Comulate to complete any KYC documentation or provide any information beyond what was included in the Master Services Agreement.

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19. At the time Comulate acquired the Sandbox Account, Applied had contractually promised Comulate a test environment under the May 2023 POC Agreement with “unlimited calls.” Despite Comulate's repeated follow-ups over months, Applied never delivered.
20. As a result, Comulate was forced to continue accessing Epic through customer accounts' SDKs—an arrangement Applied itself had endorsed for years for over 60 separate customers.
21. When Comulate obtained the Sandbox Account, it gained access to nothing new: the same SDK methods, the same functionality, the same information that Applied had already shared with Comulate directly in December 2022 and with sixty of its customers authorized to integrate with Comulate.
22. I believe this is why Applied never asserts that the Sandbox Account gave Comulate access to any system, method, or information beyond what Comulate already possessed through pre-existing channels.
23. Applied's claim that Comulate “stole” trade secrets by using publicly documented SDK methods—methods Applied had promised Comulate “unlimited calls” to access under the POC Agreement—is false.
24. I acknowledge that obtaining a sandbox account through PBC was not ideal. However, this was necessitated by Applied's breach of the POC Agreement, and PBC provided Comulate access to nothing it did not already possess

through authorized channels. Comulate paid for the account; used it only for developing and demonstrating features; obtained no information it did not already have access to; did not disclose any Applied information to third parties; and has never used any of Applied's code or intellectual property in any of Comulate's products.

**V. THE API CALL VOLUME IS THE PREDICTABLE OUTPUT OF
NORMAL COMULATE OPERATIONS**

25. The Peters Declaration focuses on the number of SDK method calls made in the Sandbox Account. The Peters Declaration and the Illinois Complaint have major inconsistencies in the number of calls, as shown in the table below, and are both vague about what method calls they are describing, so I am not certain what specific method calls they are referring to. But I believe they reflect normal operation of mostly-inactive Comulate instances connected to the Sandbox Account.

Source	GL Call Count	Timeframe
Peters Declaration ¶ 13	10,709,314	January–mid-November 2025
Illinois Complaint p. 34	25,739,022	"YTD" 2025
Illinois Complaint p. 32	22,263,037	March 2024–Present (~20 months)

26. Applied's SDK does not support filtering data by update time. To ensure Comulate stays synchronized with a customer's Epic instance, Comulate must poll Epic repeatedly and check that data remains in sync. For certain data types, like receipts, the SDK's limitations are so severe that applications must pull thirty days of records simply to identify what changed. This is not a design choice by Comulate—it is a direct consequence of Applied's SDK architecture. I believe this is the driver of the high volume of requests.
27. In normal operation, most users enter receipts through Comulate, which posts each new receipt to Epic, but some users may directly enter them through Epic or make changes to a receipt originally entered days earlier by Comulate. Comulate must therefore get information from Epic to ensure consistency. To ensure Comulate stays synced, Comulate's standard operation is to run a particular SDK method at ~fifteen minute intervals. This method, called `Get_GeneralLedger_Receipt`¹, essentially asks the Epic SDK to return a list of receipts from Epic based on the parameters sent with the method.
28. To do a more complete sync, Comulate also asks for the last 30 days' receipts once per hour. To do this, Comulate sends at least 30 method calls approximately every hour (at least one call for each day).

¹ Applied's documentation of this method is publicly available on its website: https://help.appliedsystems.com/Help/EpicSDK/2021.2/html/M_ASI_TAM_API_Web_EpicSDK_GeneralLedger_Receipt_2021_01_Get_GeneralLedger_Receipt.htm

29. So each connected Epic integration generates approximately 800 Get_GeneralLedger_Receipt requests per day through normal operation:

- Incremental sync: 96 runs/day (every 15 minutes)
- Full sync: 24 runs \times 30 days queried = 720 requests/day
- **Total: 816 requests/day per integration (~24,500/month)**

30. Over the months while the Sandbox Account was active, Comulate ran multiple instances of Comulate with that account. Comulate created new instances from time to time, for example, for new test builds or new features. And each new instance would establish a new connection to the Sandbox Account's Epic instance. While Comulate had many demo instances running, each Comulate instance had very little activity because they were rarely being used for actual development or demonstrations. But just by Comulate's ordinary operation, each instance was continually syncing with Epic on its automated schedule, so each would issue frequent Get_GeneralLedger_Receipt requests to the Epic SDK, accounting for a high volume of that particular method call. These method calls were not run for the purpose of obtaining any information via the Epic SDK (the information in the Sandbox Account's Epic instance was dummy information)—this was automated operation of a routine script.

31. To the best of my understanding, Comulate had approximately 95 demo instances that connected to the Sandbox Account. On average, these instances were actively syncing (though rarely used by any Comulate employee in practice) for approximately 150 days.
32. So with approximately 95 demo instances, with an average active lifespan of approximately 150 days, each generating approximately 800 Get_GeneralLedger_Receipt requests per day, I believe this ordinary functionality would account for roughly 11.4 million method calls to the Applied Epic SDK.
33. Mr. Peters reports 10,709,314 general ledger API calls. Comulate's documented infrastructure produces approximately this volume through normal operation.
34. Because the Sandbox Account Epic environment was static (no real users entering transactions), I believe these requests were largely the same queries repeated millions of times—checking for new information which would not exist.
35. In paragraph 15 of Mr. Peters' Declaration, Mr. Peters states that 99.92% of PBC's requests were GET (read) operations, compared to 92-95% for typical accounts, suggesting this "can be indicative of improper API usage, such as

data scraping.” I believe the high percentage of PBC’s requests were “GET” operations because many dormant Comulate instances were regularly polling for (generally nonexistent) updates in the Sandbox Account according to their ordinary script, as described above, with little to no other meaningful activity.

**IX. APPLIED'S DECEMBER 10, 2025 CUSTOMER EMAIL AND THE
“Q2 2026” DEADLINE**

36. I understand that on or about December 10, 2025, Applied sent an email to Comulate's and Applied’s joint customers stating that Applied was "asking all customers to register or re-register their Comulate SDK integration" and that “[t]his will allow you to continue using the Comulate SDK integration through Q226 [Q2 of 2026].”

37. Applied’s assurance that customers can continue to use Comulate through Q2 2026 is no assurance at all.

38. Based on my direct experience with customer implementation timelines, there is an approximately six-month lead time for customers to transition off of Comulate's product and implement an alternative solution. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

39. Several customers have directly reported to me that they have explained to

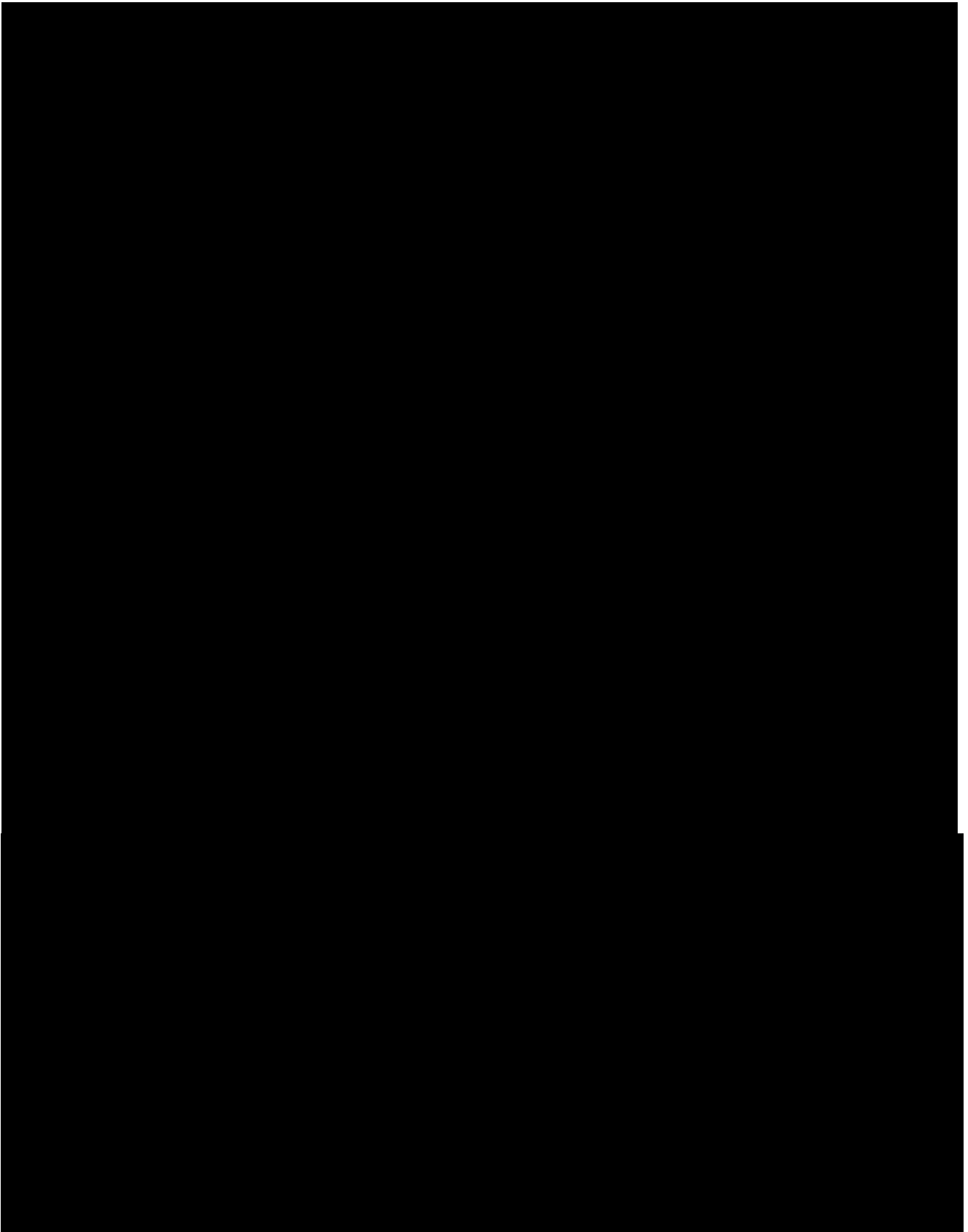
[REDACTED]

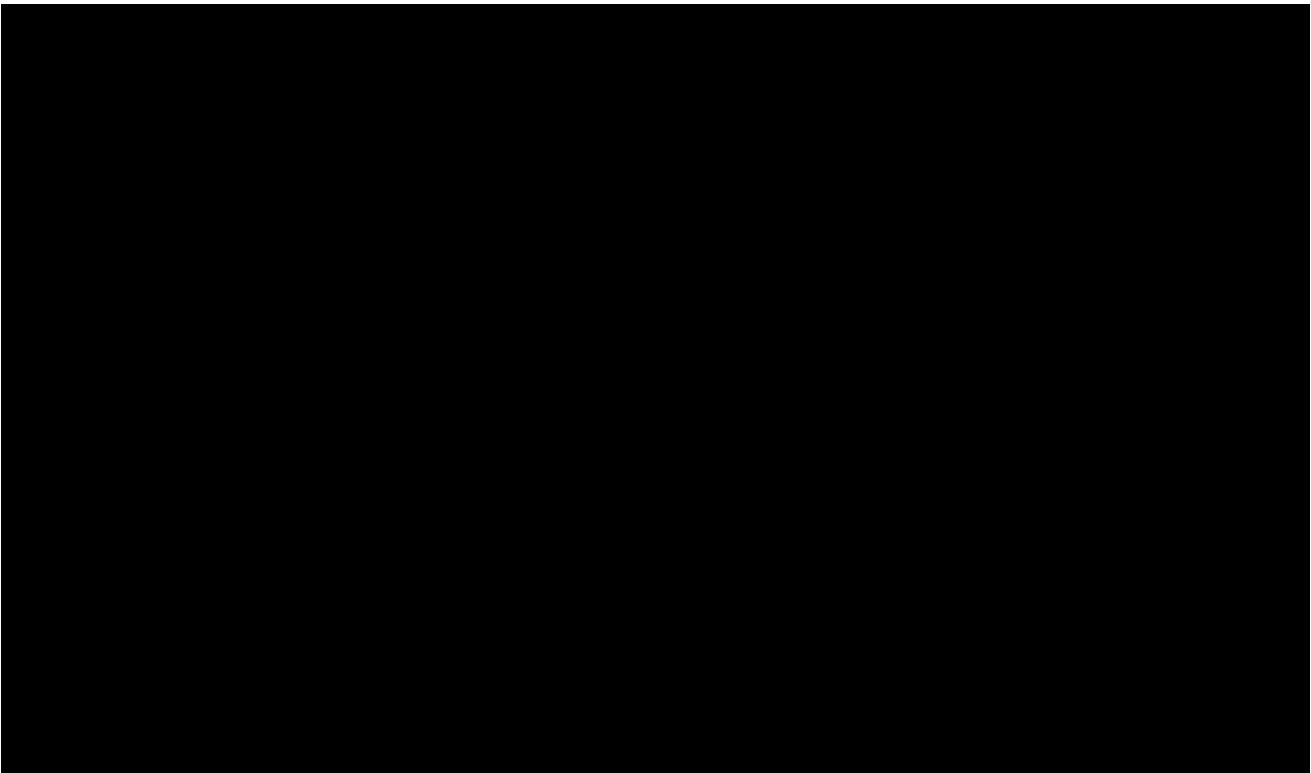
[REDACTED]

Applied is creating disruption and hardship because Comulate is a truly transformative product that cannot be easily replaced (if at all).

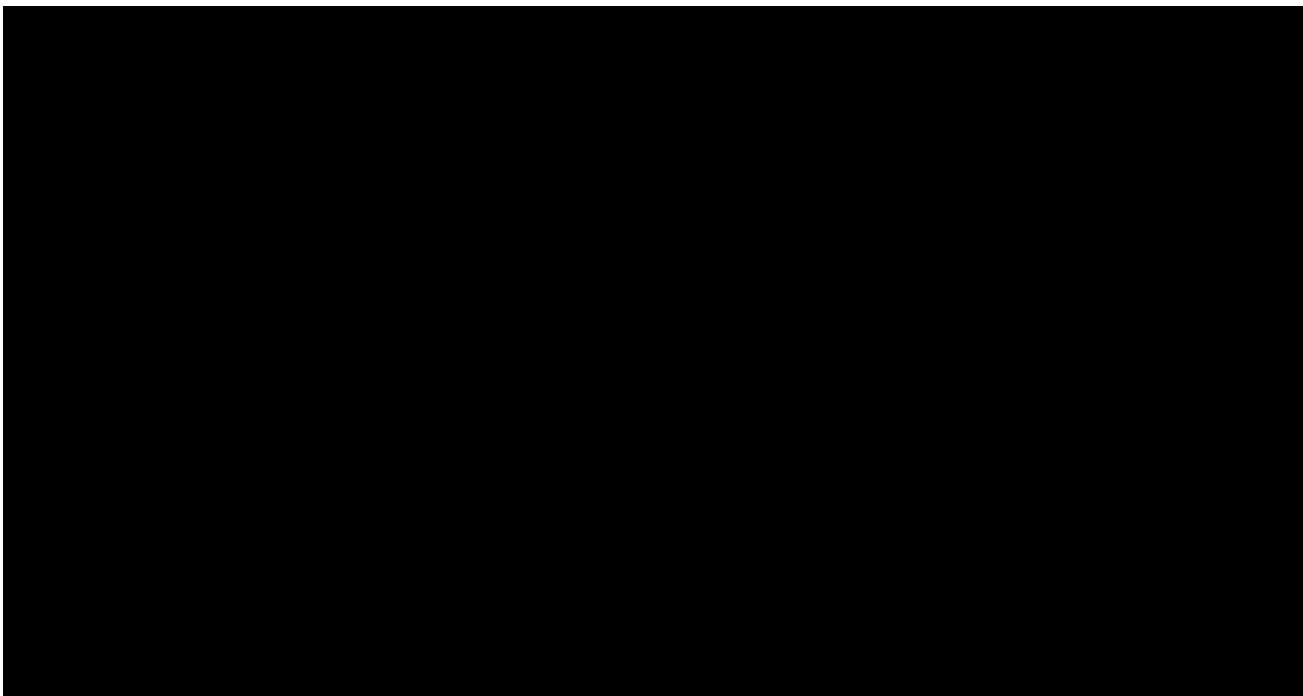
40. For example, on December 11, 2025, I received the following email from a customer, which is a top-25 broker:

[REDACTED]





41. On December 11, 2025, I received another email from a separate customer:



42. By telling customers they will have access to Comulate only through Q2 2026—approximately six months from now—Applied is effectively telling customers [REDACTED]

43. Absent injunctive relief, by the time Q2 2026 arrives, [REDACTED]

44. Applied's Opposition Brief suggests a preliminary injunction hearing be scheduled in May 2026. Applied knows that by May 2026, [REDACTED]

**XI. COMULATE WILL SUFFER IRREPARABLE HARM ABSENT
IMMEDIATE RELIEF**

45. The facts set forth in my original affidavit regarding irreparable harm remain accurate and are incorporated herein by reference.

46. Since filing my original affidavit, the situation has deteriorated further. Applied's December 10, 2025 email to customers, while purporting to offer continued access through Q2 2026, has [REDACTED]

[REDACTED]

[REDACTED]

47. Every day that passes without injunctive relief causes additional customers to

[REDACTED]

[REDACTED]

48. Applied's proposed schedule—with a preliminary injunction hearing in May 2026—would mean that by the time the Court can rule, [REDACTED]

[REDACTED]

[REDACTED]

Executed this 11th day of December 2025, in San Francisco, California.

A handwritten signature in black ink, appearing to read "Jordan Smith", is written over a horizontal line. The signature is stylized with a large initial "J" and a prominent vertical stroke.