

CENTRIC SOFTWARE AI Terms

The AI Terms set forth herein (“**AI Terms**”) are subject to the terms and conditions of the Master License Agreement or Master Services and Subscription Agreement most recently signed by and between Centric Software and Customer (“**Agreement**”) and govern the use by Customer of AI Features. In the event of a conflict between these AI Terms and the Agreement, these AI Terms shall govern.

1. DEFINITIONS AND INTERPRETATION

1.1 Unless set forth herein, defined terms are as set forth in the Agreement.

- (a) “*AI Feature*” means any feature, functionality, or component of the Software that incorporates, uses, depends on, or employs any AI Technology and for which licenses are purchased by Customer through an Order Form;
- (b) “*AI Technology*” means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), and similar technology, in each case capable of generating various types of content based on User-supplied prompts;
- (c) “*API(s)*” or “*Application Programming Interface(s)*” means the documented set of routines, protocols, and tools (including any Model Context Protocol “MCP”), AI models, agents, and tools to communicate with, access, or interoperate with the Software and/or with AI models, as the case may be. APIs include any related specifications, documentation, and sample code provided by Centric Software to facilitate such integration.
- (d) “*Customer Data*” means, for the purposes of these AI Terms only and notwithstanding anything to the contrary in the Agreement: (i) any and all code, data, information, files, material, content, text, Customer Inputs, prompts, instructions, questions, queries, images, documents, and other material (including but not limited to text, multimedia images, graphics, and other data) Customer and or its Users provided to Centric Software in the context of accessing and using the AI Feature; and (ii) any and all Customer Inputs.
- (e) “*Customer Input(s)*” means any and all data, prompts, queries, documents, files, content, or information provided, entered, uploaded, or submitted by Customer or a User for processing via the AI Feature.
- (f) “*Derived Data*” means Customer Data that has been aggregated and anonymised or reduced to statistics or mathematical concepts and which Centric Software may, in accordance with these AI Terms, process and use in order to monitor and improve the AI Feature and its other Software and Services, provided that the same does not constitute Customer's raw Proprietary Information.
- (g) “*EU AI Act*” means the European Union's Artificial Intelligence Act (Regulation (EU) 2024/1689), as amended from time to time.
- (h) “*GenAI Output(s)*” means any and all: (a) recommendations, guidance, text, data, images, graphics, videos, content, or information generated by the AI Feature responding to, prompted by, or generated from a Customer Input; and/or (b) insights, analysis, taxonomies, classifications, or analytics generated by the AI Feature and made available to Customer or a User.

2. GRANT OF RIGHTS

2.1 Rights granted. Subject to the terms and conditions of these AI Terms and in consideration of payment of the applicable fees, Centric Software grants to Customer a limited, non-exclusive, revocable, non-transferable, non-assignable, and non-sublicensable right for Customer and its Users to access and use the AI Feature during the Subscription Term: (i) solely for Customer's internal business purposes; and/or (ii) in connection with the Software licenses provided to Customer under the Agreement.

2.2 **Restrictions.** The entirety of Section 3.3 of the Agreement (*Restrictions*) shall, for the purposes of these AI Terms, be deemed to apply to and govern Customer's and Users' access to and use of the AI Features. Additionally, Customer shall not (and shall ensure that its Users do not):

- (a) use the AI Features to generate content that: (i) is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, seditious, pornographic, obscene, or otherwise objectionable; (ii) facilitates or promotes child sexual exploitation, child abuse, terrorism, or violence; or (iii) is reasonably likely to cause damage or injury to any person or property;
- (b) attempt to extract, reverse-engineer, discover, or replicate the underlying AI Technology (including model weights, parameters, architecture, or training methodologies), training data, or proprietary algorithms used in the AI Features, or use scraping, harvesting, crawling, or web data extraction methods to extract data from the AI Features; use the AI Features to create, train, or improve competing AI models or services;
- (c) input personal data, sensitive data, confidential information, or any content belonging to third parties without proper authorisation, or use the AI Features to generate content that infringes intellectual property rights, privacy rights, or other rights of third parties;
- (d) attempt to manipulate, prompt inject, jailbreak, or otherwise exploit the AI Features to produce unintended GenAI Outputs, bypass safety measures, or gain unauthorized access to accounts, records, or systems;
- (e) use the AI Features for any automated decision-making that could significantly affect individuals without appropriate human oversight;
- (f) using the API in a manner that generates excessive, abnormal, or abusive traffic loads (such as large batch calls during peak usage periods, or sustained automated requests outside normal operational usage),
- (g) represent, claim, or give the impression to any third party that any GenAI Outputs have been approved, vetted, or endorsed by Centric Software, constitute original or wholly human-generated work, or constitute professional advice, or otherwise intentionally deceive or mislead others about the artificial intelligence-generated nature of any GenAI Output, or use the AI Features to send fraudulent communications designed to unlawfully obtain personal or sensitive information; or
- (h) exceed any usage limits, rate limits, prompt limits, data volume limits or consumption thresholds specified in the Order Form.

3. TERM AND TERMINATION

3.1 **Termination Linkage.** Notwithstanding anything to the contrary herein, these AI Terms shall automatically terminate without notice upon termination or expiration of the Agreement.

3.2 **Suspension.** Centric Software may, at any time and without notice, suspend the grant of rights under Clause 2.1 at any time during the Term, or otherwise require Customer and its Users to cease accessing or using the AI Feature, if: (a) Centric Software reasonably suspects that Customer or a User has contravened these AI Terms; (ii) a security concern arises; or (iii) required by law, court of competent jurisdiction, or governmental or regulatory order.

3.3 **Effect of Termination or Expiration.** Upon termination or expiration of these AI Terms:

- (a) any provision hereof that expressly or by implication is intended to come into or continue in force on or after such termination or expiration (including without limitation Clauses 1 (*Definitions and Interpretation*), 2.2 (*Restrictions*), 4 (*Data and Intellectual Property*), 5 (*Indemnification*), 6 (*Disclaimers and Liability*) shall remain in full force and effect; and
- (b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these AI Terms which existed at or before the date of termination will not be affected or prejudiced.

4. DATA AND INTELLECTUAL PROPERTY

- 4.1 Customer Data. Customer hereby grants to Centric Software, for the duration of the Subscription Term, a non-exclusive, royalty-free, fully paid-up, sublicensable, non-transferable, and worldwide, license for the Subscription Term to process, access, use, reproduce, transmit, store, and archive the Customer Data solely as necessary for Centric Software to provide the AI Features to Customer, generate the Derived Data, and otherwise perform its obligations and exercise its rights hereunder. For clarity, Centric Software shall protect raw Customer Data using the same degree of care it uses to protect its own Confidential and/or Proprietary Information, but in no event less than reasonable care. Customer Data shall not be shared with third parties except as necessary for AI Features operation, as permitted under these AI Terms, or as required by law. Centric Software does not permit third parties to use Customer Data to train their AI models. Centric Software does not use Customer Data to train its AI models without Customer's permission to do so.
- 4.2 No Personally Identifiable Information. Customer shall not (and shall ensure that its Users shall not) include any data or information within the Customer Data (including any Customer Inputs) relating to any identified natural person or any natural person who can directly or indirectly be identified.
- 4.3 Ownership of AI Feature. Centric Software shall retain all right, title, and interest in and to the AI Feature, including all intellectual property rights, proprietary algorithms, AI models, and related technology. Customer acknowledges that it is acquiring only a limited right to access and use the AI Feature as set forth in these AI Terms.
- 4.4 Feedback and Derived Data. Centric Software may freely use, incorporate, and exploit any Derived Data and any feedback and suggestions for improvement relating to the access to or use of the AI Feature provided by Customer or any User without compensation or attribution to Customer or any User and without limitation as to time, territory, or method of exploitation.
- 4.5 No Removal of Notices. Customer may not remove any copyright, trademark or other proprietary notices of Centric Software or its suppliers affixed to or displayed on the AI Feature.
- 4.6 Customer Inputs.
- (a) Customer is solely responsible for all Customer Inputs and represents and warrants that: (i) it has obtained and will maintain all necessary and valid rights, licenses, rights, authorizations, and permissions to enter, submit, upload, or otherwise provide any Customer Inputs; and (ii) no Customer Inputs shall infringe any third-party rights (including without limitation intellectual property rights and privacy rights) or contravene any applicable laws (and, for clarity, these representations and warranties shall be deemed to be restated each time Customer or any User provides, uploads, enters, or submits Customer Inputs via the AI Feature).
 - (b) Customer (or, as applicable, its licensors) will, as between the parties, retain ownership of all Customer Inputs. Customer hereby grants to Centric Software, solely for the duration of the Subscription Term, a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up license to use, analyze, process, store, reproduce, and create derivative works of Customer Inputs solely to: (i) provide the AI Feature and generate GenAI Outputs and Derived Data; and (ii) operate, maintain, troubleshoot, debug, and improve the AI Feature.
- 4.7 GenAI Outputs. If any new intellectual property rights arise from the generation of a specific GenAI Output, then, notwithstanding anything to the contrary these AI Terms or the Agreement, as between the parties, Customer will own such intellectual property rights. Customer hereby grants to Centric Software a non-exclusive, perpetual, irrevocable, worldwide, royalty-free and fully paid-up license (sublicensable and transferable solely to Centric Software's Affiliates) to use, copy, and otherwise utilise GenAI Outputs solely to create Derived Data and enable Centric Software to exercise or perform its rights, remedies, and/or obligations under the Agreement.

5. INDEMNIFICATION

- 5.1 Centric Software IP Indemnity. Subject to Clause 5.4, Centric Software will indemnify Customer for losses finally awarded by a court of competent jurisdiction or paid under a binding and final settlement agreement that directly arise from a third-party claim that Customer's use of the AI Feature (including GenAI Outputs but excluding

Customer Inputs) in accordance with these AI Terms infringes such third party's intellectual property rights (a "**Third-Party Claim**"), except where:

- (a) Customer knew or should have known the GenAI Output was infringing or failed to stop using it after becoming aware of the Third-Party Claim or, if sooner, the relevant alleged infringement;
- (b) Customer disabled, ignored, or circumvented safety features, filtering tools, or usage restrictions;
- (c) the GenAI Output was modified, transformed, or used in combination with Non-Centric Software Applications;
- (d) Customer was not authorized to use the Customer Input that generated the allegedly infringing GenAI Output;
- (e) the Third-Party Claim involves trademark infringement from Customer's use of GenAI Outputs in commerce or trade;
- (f) Customer breached these AI Terms or used the tool outside the scope permitted herein or in the relevant Order Form;
- (g) Customer Input was designed or known by Customer or any User to be likely to generate potentially infringing content;
- (h) the alleged infringement arises from Customer Data or AI Service Provider's services;
- (i) Customer or any User has fine-tuned, refined, customized, or otherwise modified the AI Feature and the alleged infringement would not have occurred but for such fine-tuning, refinement, customization, or modification; or
- (j) Customer has not made payment in full and cleared funds by the relevant due date of all fees validly invoiced to Customer pursuant to these AI Terms and the applicable Order Form (other than any invoiced sums that are subject to a still-unresolved bona-fide dispute raised by Customer with Centric Software).

Centric Software's aggregate liability under this Clause 5.1 shall be subject to, and shall not exceed, the limitation of liability and applicable liability cap set forth in the Agreement. For clarity, any carve-out from the limitation of liability applicable to intellectual property infringement under the Agreement shall not apply to Centric Software's indemnification obligations under this Clause 5.1.

5.2 Sole and Exclusive Remedy. Notwithstanding anything to the contrary in this Addendum, the indemnity contained in Clause 5.1 constitutes, to the fullest extent permitted under applicable laws, Customer's sole and exclusive remedy (and Centric Software's entire liability) in respect of any Third-Party Claim.

5.3 Customer Indemnity. Subject to Clause 5.4, Customer shall fully indemnify Centric Software and its Affiliates and keep Centric Software and its Affiliates fully indemnified from and against any and all losses, costs, damages, expenses, and liabilities that Centric Software or its Affiliates may suffer or incur as a direct or indirect result of:

- (a) Customer's or any User's contravention of Clauses 2.2 (Restrictions), 4.2 (No Personally Identifiable Information), or 7.1 (EU AI Act);
- (b) any third-party claim that any Customer Data (including any Customer Inputs) violate or infringe any third-party rights, including intellectual property rights, privacy rights, or applicable data protection laws; and
- (c) any claim, action, or legal proceeding brought against Centric Software or any Affiliate thereof by a User.

5.4 Indemnification Procedure. The indemnification procedure set forth in Section 11.4 of the Agreement shall apply to any claim for indemnification made pursuant to this Clause 5 (Indemnification).

6. DISCLAIMERS AND LIABILITY

6.1 Third-Party LLMs. Centric Software may use large language models ("**LLMs**") and other foundation models provided by third parties ("**AI Service Providers**") to provide the AI Feature. Customer acknowledges and agrees that, where Centric Software's provision of the AI Feature utilizes an AI Service Provider's foundation model (a "**Third-Party Model**"), including without limitation an LLM, that Centric Software:

- (a) conducts commercially reasonable due diligence in selecting AI Service Providers and Third-Party Models based on their publicly disclosed security certifications, metrics, documentation, and compliance standards, but has no access to the underlying training data or proprietary algorithms of such Third-Party Model;
- (b) has no control over the performance or availability of such Third-Party Model and obligations related to error correction, bug fixes, or technical support that might otherwise apply under this Addendum do not extend to issues depending on or arising from the performance of such Third-Party Model, and Centric Software gives no warranty or representation as to the availability or performance of such Third-Party Model;
- (c) Centric Software cannot audit Third-Party Models but will rely on the relevant AI Service Provider's published information for compliance assessments; and
- (d) Centric Software reserves the right to change AI Service Providers as necessary to maintain the AI Feature's performance, provided such changes do not materially degrade functionality.

6.2 Disclaimers for AI Features. The provisions of Section 9.4 of the Agreement (*Disclaimer*) are herein incorporated by reference. Customer additionally acknowledges, understands, and accepts (and shall ensure that all Users are informed and accept) that:

- (a) Customer and Users must exercise independent judgment when reviewing any GenAI Outputs and are solely responsible for any decisions made using such GenAI Outputs (and, to the fullest extent permitted by applicable law, Centric Software shall have no liability for decisions, acts, omissions, or delays of Customer or Users based or in reliance wholly or partially on GenAI Outputs);
- (b) the AI Feature is powered by fast-evolving frontier technologies that are continually improving in accuracy and reliability, and, accordingly, all GenAI Outputs (which are probabilistic in nature and depend upon Customer Data entered into the AI Feature) are provided only for Customer's convenience;
- (c) GenAI Outputs may be inaccurate, erroneous, derogatory, objectionable, inappropriate, offensive, or otherwise unsuitable for Customer's intended purpose, and may contain "hallucinations", and Centric Software does not verify their accuracy, quality, or fitness for any particular use, reliance, or consumption (and, accordingly, Customer is entirely responsible for evaluating and verifying the GenAI Outputs for appropriateness to its use case and assumes all risk associated with its (or its User's) use of GenAI Outputs, which are provided "as is" without any warranty (express or implied) as to their accuracy, completeness, or fitness for a particular purpose and without any warranty as to non-infringement, non-discrimination, or absence of bias);
- (d) GenAI Outputs may not be unique and may be identical or similar to outputs generated for others, and the quality of GenAI Outputs depends on the accuracy, quality, and precision of the Customer Inputs (and, accordingly, Centric Software is not, to the fullest extent permitted under applicable laws, liable for suboptimal GenAI Outputs resulting from vague, incorrect, or ambiguous Customer Inputs);
- (e) any recommendations, suggestions, or actions contained in GenAI Outputs do not reflect Centric Software's views and are not endorsed or approved by Centric Software; and
- (f) to the fullest extent permitted under applicable law, Centric Software excludes liability for any errors, omissions, or inaccuracies in any GenAI Outputs from the AI Feature; and

the provisions of this Clause 6.2 will be enforceable to the maximum extent permitted by applicable law, and the Customer acknowledges such provisions to be fair and reasonable given the still-evolving nature of artificial-intelligence technologies.

6.3 Interoperability Disclaimer. Centric Software disclaims all warranties regarding the AI Feature's interoperability or integration with Non-Centric Software Applications. Customer assumes all risk for any integration attempts with third-party or Customer-developed software.

6.4 Limitation of Liability. The liability limitations and exclusions set forth in Section 10 of the Agreement (Limitation of Liability) apply to these AI Terms as though, solely for the purposes of this Clause 6.4.

6.5 LLM Cost Adjustments. In the event of any increase in AI Service Providers costs borne by Centric Software during the Subscription Term, Centric Software may pass through such cost increases to Customer with thirty (30) days' prior written notice.

7. REGULATORY COMPLIANCE

7.1 AI Regulatory Compliance. Each party shall comply with all applicable AI laws and regulations in the jurisdictions where they operate or where the AI Feature is used. Customer acknowledges that the AI Feature is not designed for the practices identified in or falling within the scope of Articles 5(1), 6(1), 6(2), or Annex III of the EU AI Act or equivalent prohibited or high-risk practices under other applicable AI regulations. Customer will not (and will ensure no User will) use the AI Feature: (a) for or in connection with any of the foregoing practices; (b) for military, defense, or national security purposes; or (c) in a way reasonably likely to result in the AI Feature being deemed a 'high-risk AI system' under the EU AI Act or any equivalent U.S. or other jurisdictional laws. The prohibition in the previous sentence is absolute and, notwithstanding anything to the contrary herein, may not be waived or modified by either party. Customer will, subject to the indemnification procedure set forth in Clause 5.4, fully indemnify Centric Software and its Affiliates against any Losses that such Centric Software or its Affiliates may suffer or incur and which result from breaches of this Clause 7.1.

The parties have entered into these AI Terms on the later of the dates below written:

Executed for and on behalf of **CENTRIC SOFTWARE**,
by way of the signature of a duly authorized signatory:

Executed for and on behalf of **Customer** by way of
the signature of a duly authorized signatory:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: