

## AI Terms

These AI Terms ("AI Terms") apply to artificial intelligence provided with the SaaS ("AI Technology(ies)"). Any third-party terms applicable to third party components shall apply and take precedence over these AI Terms as it relates to such third-party components.

### 1. Output

- 1.1. **"Output"** means any results generated while operating the AI Technologies or any content generated by AI Technologies based on the data and other source content provided including without limitation Customer Data, and the data used to train the AI Technologies.
- 1.2. It is acknowledged and agreed that:
  - (a) Output is provided for assistance and information purposes only and does not entail or constitute legal, financial, operational or professional advice;
  - (b) Output is created based on a statistical analysis of the source content, without any understanding of the source content as such;
  - (c) all Output depends on the quality of the input data or other source content on which the Output is based, and IFS cannot have and does not accept any liability of any kind for any inaccurate or incomplete data or source content; and
  - (d) given the nature of AI functionality, its use may result in incorrect, incomplete, biased, unfair, unexpected or inaccurate Output, or which is otherwise unfaithful to the provided source content.
  - (e) Customer is solely responsible for:
    - (i) The accuracy and quality of Customer Data and for any Output
    - (ii) Having all rights, licenses and permissions needed to input Customer Data into the AI Technologies; and;
    - (iii) Implementing appropriate controls and human oversight for verification and validation of bias within any source content and Output (which may require obtaining professional advice as appropriate), and the reliance on, and any decision, action or omitted action based on, any Output (including deciding whether any Output is suitable for the specific purpose to which it is put).
- 1.3. Without prejudice to Customer's rights in Customer Data:
  - (a) Output may not qualify for intellectual property protection;
  - (b) Similar or the same Output may be produced by the SaaS in response to similar requests from different customers;
  - (c) Customer's rights in any Output may not be enforceable against other users of the AI Technologies; and in any event, Customer's ownership in the Output is subject to IFS and/or its licensor's ownership rights in AI Technologies, Documentation, and data used to train the AI Technologies, or any derivatives thereof ("IFS Materials"). Customer is granted a license to use, and may only use, the IFS Materials in the Output to the same extent as Customer is permitted to use the SaaS; and
  - (d) Subject to the foregoing, solely as between the Parties, Customer retains all ownership of Customer Data contained in the Output. IFS does not claim any ownership in the Output which Customer may own, subject at all times to IFS' retaining all rights in IFS Materials.
- 1.4. IFS's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technologies, but not to the Output. IFS disclaims all liability arising from Output that infringes third party IP rights.

### 2. Model Training

- 2.1. Customer agrees that IFS may use data, including Customer Data, to train, enhance, and maintain the performance of its models and services ("**Model Training**"), subject to the provisions of these AI Terms.
- 2.2. If requested by the Customer, the Parties will coordinate, on the scope and nature of Customer Data used for Model Training. Customer may, with notice to IFS, opt out of the use of some / all Customer Data for model training, which opt-out may limit access to, or performance of, certain features or improvements derived from trained services.
- 2.3. Customer acknowledges that opt-out is not available in respect of:
  - 2.3.1. data used by IFS to manage its business relationship with Customer, including but not limited to for account administration and support communications ("**Administrative Data**"), or

2.3.2. data generated by the SaaS or supporting infrastructure in connection with the operation, performance or security of the SaaS, including but not limited to system logs, telemetry, diagnostic data, service metadata, aggregated usage metrics, and anonymized data used to monitor, analyze, and improve the Service ("**Operational Data**").

2.4. All data processing for Model Training will be conducted in compliance with applicable data protection laws and IFS's data governance and security standards.

### **3. Legal Framework**

Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of certain AI Technologies is evolving and may be subject to future changes. If a change in law or the interpretation of a competent court or authority results in restrictions in the use of certain technology in the SaaS, Customer accepts that the scope of use may need to be reduced or the impacted technology be amended, replaced or discontinued to address such restrictions.

### **4. Acceptable Use**

4.1. Customer will use the AI Technologies responsibly, in a legally compliant manner and for internal business purposes only.

4.2. Customer will not:

- (a) Use the AI Technologies or the Output to develop, train, or improve other AI functionality, services or AI models, unless explicitly permitted by IFS,
- (b) Use web scraping, web harvesting, or web data extraction methods to extract data from the AI Technologies or Output
- (c) Represent that Output was human-generated, or
- (d) Input any personal data or images of individuals into the AI Technologies.

4.3. Customer will not circumvent measures made available by IFS or a third-party, including but not limited to those intended to help prevent copyright infringement, data breaches, or security incidents.

4.4. Customer will not process any health information protected by regulations that control the use of medical data by AI functionality including without limitation, the GDPR, AI Act and the Health Insurance Portability and Accountability Act (including any implementing regulations and as amended from time to time).