

Artificial Intelligence Addendum

This Artificial Intelligence (**AI**) Addendum (**AIA**) is made by and between the applicable Xakia entity as defined below (**Xakia**), and Subscriber, pursuant to the Terms of Service for the Services or other written or electronic agreement between the parties (as applicable) (**Agreement**). If there is no Agreement between the parties, executing this AIA will have no force or effect between Xakia and the person or entity that agrees to this AIA.

This AIA forms part of the Agreement and sets out the terms that apply when You utilize any of our AI Features through the Xakia Platform under the Agreement.

1. Applicability and Scope

1.1 Applicability

This AIA will apply only to the AI Features provided to You by Xakia as part of the Services. The AI Features are part of the Services and subject to the Agreement as supplemented by this AIA. Except as otherwise expressly provided in this AIA, this AIA does not modify the existing Agreement between You and Xakia but expands on the same to address Xakia's AI Features specifically, and all other existing Agreement terms remain unchanged.

1.2 Xakia Contracting Entity

For the purposes of this AIA, **Xakia** means the same Xakia entity that is party to the Agreement with Subscriber, as determined in accordance with the Agreement.

1.3 Participation

You may use the AI Features by providing Input. You understand and acknowledge that Your use of AI Features is voluntary and optional, and that other Services provided by Xakia may be used without enabling AI Features. You may opt out of using the AI Features in the Subscriber Account.

1.4 AI Processing Locations

AI processing occurs in data locations based on Third-Party AI Tool availability and may differ from Your selected Data Location(s) under the Agreement. Information about processing location applicable to the AI Features is displayed in the Subscriber Account.

1.5 Suspension

Xakia may suspend Your access to the AI Features and related services if Your use of the AI Features risks material harm to the Xakia Platform or others.

1.6 Duration

This AIA will remain in effect until the earlier of:

- the expiration or termination of the Agreement; and
- Xakia ceases to make all the AI Features available to You.

2. Intellectual Property

2.1 Inputs

Xakia's AI Features may require You to provide Input, which will be used by the AI Features to generate Output. Except as provided in Section 2.8, such Input will be considered Subscriber Data as defined in the Agreement. As between the parties and to the extent permitted by applicable law, You retain Your ownership rights in Input. You grant to Xakia a non-exclusive, royalty-free, worldwide license to use, copy, store, modify and display Inputs solely for the purposes of providing the Services and the AI Features to You.

2.2 Personal Data

Nothing in this AIA will reduce or limit Xakia's obligations under Applicable Data Protection Legislation regarding Personal Data that may be contained in any Input.

2.3 Outputs

As between the parties and to the extent permitted by applicable law, You own all Output. Xakia hereby assigns to You all right, title and interest, if any, in and to Output. You grant to Xakia a non-exclusive, royalty-free, worldwide license to use, copy, store, modify and display Outputs solely for the purposes of providing the services of the AI Features to You.

Due to the nature of AI, You acknowledge that Outputs provided to You or Your Users may resemble or be duplicative of data, information and materials independently provided by Xakia to other customers and/or users.

2.4 Training and Improvements

Xakia will not Train any AI models using Your Inputs or Outputs. Third-Party AI Tools will not Train any AI models using Your Inputs or Outputs.

Xakia may use Your Inputs and Outputs to provide, maintain, develop and improve the service features (and not model weights) of the AI Features; provided, however, that such usages do not constitute Training.

2.5 Derived Data

Xakia may collect Derived Data and use it to operate, improve and support Xakia's products and services and for other lawful business purposes, including benchmarking, reports, and Training the AI Features or AI models. However, Xakia will not disclose this data externally unless it is:

- (a) de-identified so that it does not identify Users or any natural person; and
- (b) aggregated with data of other subscribers.

2.6 Feedback

Unless otherwise agreed, to the extent that You provide us with any Feedback, Xakia has not agreed to and does not agree to treat as confidential any such Feedback. Nothing in this AIA or the Agreement will restrict Xakia's right to use, profit from, disclose, publish, keep secret or otherwise exploit Feedback, without compensating or crediting You.

2.7 Xakia Platform

Except for the Subscriber's express rights in this AIA and the Agreement, as between the parties, Xakia and its licensors retain all intellectual property in the AI Features.

2.8 Data Retention for AI Features

Due to the ephemeral processing nature of the AI Features, Xakia does not retain Inputs or Outputs after Output is delivered to You via the Xakia Platform. Inputs are processed transiently and are not stored by Xakia. You are responsible for capturing and retaining any Inputs or Outputs necessary for Your compliance, legal, or business purposes.

3. Your Responsibilities and Restrictions

3.1 Acceptable Use

Subject to this AIA, You may use the AI Features for the Subscriber's own business purposes during each Service Period.

3.2 Usage Rules

You will not and will not permit anyone else to:

- (a) use the AI Features for automated decision-making (i) in a regulated industry or capacity, or (ii) that has legal or similarly significant effects on individuals, without proper human review in compliance with applicable laws and applicable professional ethics, guidelines and rules;
- (b) use the AI Features for purposes or with effects that are illegal, discriminatory, harassing, bias-inducing harmful or unethical;
- (c) use the AI Features in a way that infringes, misappropriates or violates the intellectual property or other proprietary rights of others;
- (d) represent any Output as being approved or vetted by Xakia;
- (e) represent any Output as being an original work or a wholly human-generated work; or
- (f) use the AI Features or any Output to develop, train or improve any AI models.

4. Warranties

4.1 Rights to Input

You are solely responsible for the development, content, operation, maintenance, use and dissemination of Your Inputs.

You represent and warrant that You, Your Users and anyone submitting Input have and will continue to have all rights necessary to submit Input to the AI Features.

4.2 AI Features Warranties

Xakia provides the AI Features subject only to the terms, conditions and warranties expressly contained within this AIA and those governing the Services in the Agreement, and those imposed by law which cannot be excluded. All other terms, conditions and warranties, whether express, implied or imposed, are excluded.

5. Disclaimers

5.1 Third-Party AI Tools

WITHOUT LIMITING THE GENERALITY OF ANY DISCLAIMERS IN THE AGREEMENT, XAKIA HAS NO CONTROL OVER THE OPERATION OR PERFORMANCE OF THE THIRD-PARTY AI TOOLS IT ACCESSES AS PART OF ITS PROCESSING ACTIVITIES, THE OUTPUTS THEY GENERATE OR THE CONTINUED AVAILABILITY OF ANY THIRD-PARTY AI TOOLS.

5.2 Output Characteristics and Limitations

DUE TO THE NATURE OF AI, XAKIA DOES NOT REPRESENT OR WARRANT THAT ANY OUTPUT (A) DOES NOT AND WILL NOT INCORPORATE, REFLECT, OR DERIVE FROM THIRD-PARTY CONTENT OR MATERIALS, (B) WILL NOT BE REPRODUCED IN THE SAME OR SIMILAR WAY TO ANOTHER USER OF THE AI FEATURES, OR (C) WILL NOT VIOLATE, MISAPPROPRIATE OR OTHERWISE INFRINGE UPON THE INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF ANOTHER PERSON OR ENTITY.

5.3 Not Legal Advice

XAKIA'S PROVISIONS OF THE AI FEATURES, INCLUDING ALL RELATED OUTPUT, IS FOR GENERAL INFORMATION PURPOSES ONLY. THE OUTPUT IS INTENDED TO PROVIDE PRACTICAL AND USEFUL INFORMATION ON THE SUBJECT MATTER COVERED BASED ON YOUR INPUT. **WHILE SUCH OUTPUT MAY CONCERN ISSUES RELATED TO LEGAL SERVICES OR DOCUMENTS, SUCH OUTPUT DOES NOT CONSTITUTE LEGAL ADVICE.** YOU ACKNOWLEDGE AND AGREE THAT (A) THE AI FEATURES ARE NOT A SUBSTITUTE FOR LEGAL OR OTHER PROFESSIONAL SKILL, JUDGMENT AND EXPERIENCE, AND MUST ONLY BE USED BY OR UNDER THE DIRECT SUPERVISION OF QUALIFIED LEGAL PRACTITIONERS IN ACCORDANCE WITH APPLICABLE PROFESSIONAL CONDUCT RULES, AND (B) DUE TO THE NATURE OF AI, THE OUTPUT MAY NOT BE ACCURATE OR UP-TO-DATE, AND YOU ARE RESPONSIBLE FOR VALIDATING (OR IGNORING) NOTIFICATIONS BASED ON YOUR OWN PROFESSIONAL SKILL, JUDGMENT AND EXPERIENCE.

5.4 Your Responsibility

YOU UNDERSTAND THAT YOU, AND YOUR USERS, ARE ULTIMATELY RESPONSIBLE FOR ALL DECISIONS MADE, ACTIONS TAKEN AND FAILURES TO TAKE ACTION BASED ON YOUR USE OF THE AI FEATURES, WHICH USES AI TO GENERATE PROBABILISTIC PREDICTIONS BASED ON STATISTICAL PATTERNS IN TRAINING DATA. OUTPUT GENERATED BY AI (INCLUDING THIRD-PARTY AI TOOLS) IS PROBABILISTIC AND SHOULD BE EVALUATED FOR ACCURACY AS APPROPRIATE FOR YOUR USE CASE, INCLUDING BY ENSURING QUALIFIED-LAWYER REVIEW OF SUCH OUTPUT.

5.5 Incorporation of Agreement Terms

THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE AGREEMENT APPLY TO THE AI FEATURES.

6. Required Third-Party Terms

Xakia uses Third-Party AI Tools to provide the AI Features to You. If the providers of the Third-Party AI Tools require Xakia to flow down additional terms to You they will be displayed at <https://trust.xakiatech.com/> and shall be considered binding on You. You may not use the AI Features in a manner that violates the terms or policies of any such third-party provider.

7. Trials and Betas

The terms and conditions surrounding Trials and Betas in the Agreement apply to Trials and Betas for the AI Features.

8. Miscellaneous

- 8.1 If there is a conflict between the Agreement and this AIA, the terms of this AIA will prevail with respect to the use of AI Features. The order of precedence will be: (a) the DPA; (b) this AIA; (c) the Agreement; and (d) the Privacy Policy. To the extent there is any conflict between the Standard Contractual Clauses, and any other terms in the DPA, this AIA, the Agreement or the Privacy Policy, the provisions of the Standard Contractual Clauses will prevail.

The parties agree that this AIA shall replace and supersede any prior versions of the AIA that Xakia and Subscriber may have previously entered into in connection with the AI Features.

- 8.2 Any claims brought in connection with this AIA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set forth in the Agreement.
- 8.3 Notwithstanding anything else to the contrary in the Agreement, Xakia reserves the right to make any modification to this AIA as may be required to comply with applicable Law. Xakia will provide Subscriber with at least thirty (30) days' notice of such amendments, during which time the Subscriber may reasonably object. The parties will work together in good faith to agree on any measures required to ensure compliance with the law.
- 8.4 In no event shall this AIA benefit or create any right or cause of action on behalf of a third party (including any owners of Third-Party AI Tools).

9. Definitions

Terms used in this AIA have the meanings given to the Agreement and the following terms have the following meanings:

AI Features	Any service, feature or functionality made available by Xakia or through the Services (including any Trials and Betas) that utilizes large language models or other machine learning and/or AI technology, including those that may be labeled or otherwise described as AI Features (for example, by incorporating the term "AI" or other marks or images of similar import into a product of feature name).
Applicable Data Protection Legislation	Laws and regulations applicable to Xakia's Processing of Personal Data under the Agreement, including but not limited to: <ul style="list-style-type: none"> the GDPR; in respect of the UK, the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2019 (UK GDPR) and the Data Protection Act 2018 (together, UK Data Protection Laws); the Swiss Federal Data Protection Act and its implementing regulations (Swiss DPA); CCPA & CPRA; and Australian Privacy Principles and the Australian Privacy Act (1988), in each case, as may be amended, superseded or replaced.
Derived Data	Anonymous data and statistics derived from Inputs.
Feedback	Any non-confidential suggestions, enhancement requests, recommendations, corrections or other feedback provided to Xakia by You relating to Xakia's offerings. Feedback excludes Subscriber Data, Input and Output.
Input	Any data inputted, or documents uploaded, by You, any User or with Your authority to Xakia's AI Features for processing.
Output	The AI-generated responses produced by the AI Features and presented back to You or any User from the AI Features via the Xakia Platform in response to Your or such User's Input.
Personal Data	Any information, including personal information, relating to an identified or

	identifiable natural person ("data subject") or as defined in and subject to Applicable Data Protection Legislation.
Privacy Policy	Xakia's current privacy policy available at the applicable link as set forth in the Agreement.
Services	The services provided by Xakia to Subscriber under the Agreement.
Terms of Service	<ul style="list-style-type: none"> in relation to the Xakia Platform, the terms of service available at: https://www.xakiatech.com/terms-of-service; and/or in relation to Xakia Connect, the terms of service available at: https://www.xakiatech.com/connect-legal.
Third-Party AI Tools	Any third-party large language models or other machine learning and/or AI technology that Xakia uses or integrates to deliver the AI Features to You.
Train or Training	the use of data, information or materials to create or improve a large language, machine learning or artificial intelligence model.