AI SERVICES ADDENDUM

This AI Services Addendum ("Addendum") is an agreement between Customer and DE software & control GmbH ("DE software & control") and is part of the Subscription Agreement ("Agreement"). Any capitalized terms not defined in this Addendum will have the meanings given in the Agreement.

In the event of any inconsistency or conflict between the terms of the Agreement and this Addendum, this Addendum will control.

SECTION 1 AI IDENTIFICATION

1.1 **AI Services.** Customer acknowledges that AI Services are available as part of the Services and provided as part of the Agreement.

1.2 **Generative AI Services.** Generative AI Services are part of the AI Services.

SECTION 2 AI GOVERNANCE AND SECURITY

2.1 **Ethical and Responsible Use of AI.** DE software & control will only use LLM providers that adhere to reasonable policies and procedures consistent with industry standards relating to the ethical or responsible use of AI technologies.

2.2 **Assessments and Testing.** As the provider of the AI Services, DE software & control will perform or have performed by the LLM provider or a third party commercially reasonable risk assessments and testing of the AI Services to identify potential harms, including, where applicable, evaluating for inaccuracies, hallucinations, and bias, and will take commercially reasonable steps to mitigate such risks. DE software & control's obligations in this Section 2.2 do not replace Customer's obligations under applicable laws, rules or regulations, including any obligations to perform risk assessments. Customer will always maintain a human in the loop to review AI Output.

2.3 **Third-Party Claims and Litigation Status.** As of the Addendum Effective Date, there are no formal third-party claims, investigations or litigation proceedings pending against DE software & control in relation to the AI Services which would limit, restrict, or prevent Customer's use of the AI Services.

SECTION 3 CUSTOMER CONTENT AND MODEL TRAINING

3.1 **Customer Content.** Between the Parties, Customer is the sole owner of all Customer Content which includes Customer AI Input and AI Output. If Customer uses Generative AI Services, Customer Content will not be used by any LLM Provider for any purpose other than to provide and secure the AI Services.

3.2 **DE software & control Obligations.** DE software & control's obligations under the Agreement and the Data Processing Agreement apply to the AI Services, including obligations with respect to the use of Sub-processors and technical and organizational measures deployed to protect Customer Content.

3.3 **Notification.** Customer agrees to (i) notify End-Users of the use of the AI Services; or (ii) obtain End-User's prior consent for the use of the AI Services, including situations where AI Services may process or use End-User personal data, if such notification or consent is required by applicable law.

SECTION 4 RESPONSIBILITY FOR AI SERVICES

4.1 **Customer Responsibility.** Customer is responsible for deploying AI Services for their use case and acknowledges that DE software & control does not control the deployment. Customer must use AI Services in compliance with applicable laws, including laws governing the automated profiling and decision-making about natural persons, and will

ensure any requirements of notice, transparency, and choice are met. Customer will not use AI Services in ways that classify them as "unacceptable risk" or "high-risk" AI systems as defined in the EU AI Act.

4.2 **DE software & control Responsibility.** DE software & control is responsible for the development of the AI Services to the extent DE software & control is the developer of the AI Services, except that DE software & control is not responsible for any modifications to the AI Services by or at the direction of Customer. DE software & control will comply with applicable laws in developing the AI Services.

SECTION 5 DEFINITIONS

"AI" means any machine-based system that, for a given set of human-defined objectives, (i) make predictions, recommendations, or decisions influencing real or virtual environments, (ii) use machine- and human-based inputs to perceive real and virtual environments, (iii) abstract perceptions into models through analysis in an automated manner, and (iv) use model inference to formulate options for information or action.

"AI Output" means any data or other output generated or returned through the AI Services.

"AI Services" means any Services provided by DE software & control to Customer which leverage AI technology but excluding any pre-release access.

"Customer AI Input" means any data, submission, prompt or other input that is directly submitted by Agents or End-Users to or through an AI Service to generate an output.

"EU AI Act" means the Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 on artificial intelligence, as amended from time to time.

"Generative AI Services" means AI Services capable of generating new text, images, or other content as outputs, rather than only generating outputs containing the input data, training data, or other predefined content.

"LLM Provider" means applicable third-party providers of large language models which are integrated into Generative AI Services.

This Addendum is agreed to by the Parties.