DE software & control GmbH service-specific terms

We have updated these service-specific terms. These service-specific terms will be effective as of June 30, 2026.

These service-specific terms supplement the Subscription Agreement (the "Agreement"), and apply to specific aspects of the Services as described herein. Capitalized terms used and not defined herein have the meanings given to them in the Agreement. Notwithstanding anything to the contrary in Customer's agreement with DE software & control, DE software & control reserves the right, at its sole discretion, to update these service-specific terms as needed to accommodate development of new features and functionality.

DE-instruct

DE software & control provides certain artificial intelligence or machine learning functionality built on models.

If Customer uses DE software & control's AI functionality, or AI functionality powered by third-party models (collectively, "DE software & control AI"), the following service-specific terms apply:

DE software & control AI includes features based on probabilistic, automated outputs and should be evaluated for accuracy as appropriate for Customer's use case, which may include employing human review of such output.

Customer will not use DE software & control AI for the purpose of "automated decision-making" as described in GDPR Art. 22, or for use cases that pose a clear threat or significant risk to health, safety, or fundamental rights, including for the purposes that materially impact the outcome of an employment decision.

Generative AI Functionality

DE software & control makes available certain generative AI functionality capable of creating new text or other content ("GenAI Functionality"). If Customer enables GenAI Functionality, Customer understands and agrees that: (a) Customer is solely responsible for its operation of GenAI Functionality; (b) Customer has reviewed and will comply with all applicable usage policies governing the use of GenAI Functionality; (c) if its employees will use GenAI Functionality, Customer will disclose to its employees that they are interacting with an AI system; (d) GenAI Functionality is not a substitute for human review, and will only be used to guide and not replace decision-making; and (e) notwithstanding any provision of the Agreement, DE software & control will have no obligation to indemnify Customer for any IP Claims arising out of Customer's use of GenAI Functionality.

Customer understands that GenAI Functionality is computer-generated and not human-generated, and may produce inaccurate or biased outputs. DE software & control will not be liable in connection with any inaccuracies or biases produced by GenAI Functionality.