

ENTRINSIK AI SERVICES ADDENDUM

This AI Services Addendum (this “**Addendum**”) is incorporated into the agreement under which Customer licenses or subscribes to the Entrinsik Service, including any Informer Cloud Agreement, software license agreement, or Order (the “**Agreement**”) between Entrinsik, Inc. (“**Entrinsik**”) and Customer. This Addendum governs Customer’s use of the AI Features (as defined below) and controls over the Agreement in the event of any conflict. Except as expressly modified by this Addendum, all terms of the Agreement apply to Customer’s use of AI Features. Capitalized terms used but not defined herein have the meanings given in the Agreement.

I. Definitions.

“**Action**” means any operation performed autonomously by the AI Features, including without limitation writing, modifying, or deleting data, sending emails or other communications, triggering notifications, or initiating workflows or other automated processes.

“**AI Features**” means the generative artificial intelligence capabilities of the Entrinsik Service, including without limitation conversational assistants, natural-language queries, AI-generated visualizations, document and file analysis, agent-based automation, and the Apps Functionality.

“**AI Technology**” means generative artificial intelligence, large language model, or similar technologies, including third-party services such as Anthropic Claude or OpenAI ChatGPT, whether provided by Entrinsik or integrated by Customer.

“**App**” means any application, workflow, report, dashboard, or other output created by or on behalf of Customer using the Apps Functionality.

“**Apps Functionality**” means the optional feature of the Entrinsik Service that enables Customer to create Apps. Apps may be created manually or with the assistance of AI Features, and may optionally incorporate AI Features in their operation.

“**Connected Services**” means third-party applications, platforms, tools, or services that Customer connects or integrates with the AI Features, including without limitation productivity tools, CRM systems, email services, cloud storage, web search, MCP servers, and similar integrations, but excluding AI Technology and Model Providers.

“**Customer AI**” means AI Technology that Customer integrates with the Entrinsik Service using Customer’s own license, subscription, API key, or account with an AI Technology provider.

“**Entrinsik AI**” means AI Technology made available to Customer through Entrinsik’s license or agreement with an AI Technology provider, as specified in an Order.

“**Input**” means (a) data, content, prompts, instructions, or other materials submitted by Customer or any Authorized User to the AI Features, and (b) Customer Data that the AI Features access, retrieve, or process in connection with providing the AI Features, including without limitation query results, file contents, database records, and user information.

“Marketplace App” means any application published by a third party on the Entrinsik marketplace that Customer installs or deploys within the Entrinsik Service. For the avoidance of doubt, a Marketplace App is not an App for purposes of this Addendum.

“Model Provider” means any third-party provider of artificial intelligence models, model hosting, inference, or related services utilized by Entrinsik in providing the AI Features.

“Output” means the content, data, results, or Apps generated or created by Customer’s use of the AI Features and using or incorporating Input.

II. AI Features.

A. Apps Functionality.

Customer’s use of AI Features is subject to all terms of the Agreement applicable to the Entrinsik Service. Customer further acknowledges and agrees that:

1. The Apps Functionality and AI Technology are optional, and Customer has sole discretion whether to enable either, how to use either, and which AI Technology (if any) to integrate, including Customer AI or, if specified in an Order, Entrinsik AI;
2. Customer is solely responsible for all decisions regarding the configuration, use, and deployment of the AI Technology, the Apps Functionality and any Apps;
3. AI Technology may produce Output that is inaccurate, incomplete, or unsuitable for Customer’s intended purpose, or Actions that produce unintended results or exceed Customer’s intended scope, and Customer assumes all risk associated with use of AI Features; and
4. Entrinsik has no obligation to review, test, validate, or verify any App, Output, or Action.

B. New AI Features.

If Entrinsik adds new AI Features that are materially different from, or process Customer Data in a materially different manner than, the AI Features made available to Customer as of the effective date of this Addendum ("New AI Features"), Entrinsik will notify Customer of such New AI Features in release documentation or by other reasonable means. Customer may decline or disable New AI Features by disabling AI Features through the master AI control in the administrative settings of the Entrinsik Service. The master AI control disables all AI Features, including New AI Features, and constitutes Customer's means of declining New AI Features under this Addendum. Entrinsik has no obligation to provide controls for individual AI Features.

C. Credits.

Use of AI Features and certain other metered resources of the Entrinsik Service ("Metered Resources") may be subject to usage limits, credit allocations, or consumption-based billing as specified in the applicable Order ("Credits"). Credits are consumed by Customer's use of AI Features and Metered Resources, including use by Apps, Marketplace Apps, and scheduled or automated AI runs and Actions, as measured by Entrinsik. Entrinsik may make Credit balances and usage information available to Customer through the Entrinsik Service. If Customer exhausts its allocated Credits, access to AI Features and Metered Resources, including any scheduled or automated AI runs

and Actions, may be suspended automatically until Customer purchases additional Credits or the next billing period begins, as applicable. Entrinsik shall have no liability for any suspension resulting from exhaustion of Credits, including any scheduled or automated AI run or Action that does not execute during such suspension.

III. Customer Restrictions & Obligations.

A. Restrictions.

If Customer enables or uses any AI Features, Customer and its Authorized Users shall not:

- use any AI Features in violation of any applicable law, rule, or regulation, including without limitation any laws relating to privacy, data protection, artificial intelligence, or automated decision-making;
- use any AI Features in a manner that violates the terms of service, acceptable use policy, or other terms of any AI Technology provider;
- use any AI Features, App, or any Output for any critical, high-risk, or regulated purpose, including without limitation medical diagnosis, legal advice, financial decisions, or safety-critical applications, without independent human review and verification;
- represent that any App or Output was created by a human when it was generated in whole or in part by AI Technology; or
- use any AI Features to generate content that is illegal, harmful, fraudulent, deceptive, defamatory, or infringing.

B. Obligations.

If Customer enables or uses any AI Features, Customer acknowledges, agrees, and shall ensure that:

1. Prior to activating any AI Technology, Customer shall conduct commercially reasonable due diligence to evaluate the suitability of such AI Technology for Customer's intended use.
2. Customer is solely responsible for determining which data sources to connect to the AI Features and for ensuring that Customer has the right to permit the AI Features to access and process Customer Data from such data sources, including transmission to Model Providers, Customer's AI Technology provider, or other third parties as necessary to provide the AI Features.
3. Customer shall be solely responsible for any liability arising from violation of AI Technology provider terms by Customer or any Authorized User.
4. Customer assumes all risk and liability arising from Customer's or any Authorized User's use of any AI Features, including without limitation any claims, damages, losses, or liabilities arising from (A) the accuracy, completeness, or reliability of any App, Output, or Action, (B) any decision made or action taken in reliance on any App, Output, or Action, (C) any Action performed autonomously by the AI Features, including any unintended consequences or results, (D) any violation of third-party rights, (E) any violation of applicable law, or (F) any downstream use of any App by Customer's clients, customers, or end users (to the extent permitted).

IV. Ownership.

A. Input.

Input is deemed to be Customer Data for all purposes under the Agreement (including ownership of intellectual property). For the avoidance of doubt, to the extent that the AI Features access, retrieve, or process data from third-party data sources, databases, or systems that Customer connects to the Entrinsik Service, such data shall be treated as Customer Data for purposes of this Addendum and the Agreement. Entrinsik shall not, and shall contractually require that any Model Providers do not, use Input to train, retrain, or fine-tune any machine learning or artificial intelligence model. To the extent Customer uses Customer AI, Customer is solely responsible for ensuring that Customer's AI Technology provider does not use Input to train, retrain, or fine-tune any machine learning or artificial intelligence model.

B. Output.

As between the parties, Customer owns the Output. Entrinsik hereby assigns to Customer all of Entrinsik's right, title, and interest (if any) in and to the Output. Nothing in this Addendum transfers to Customer any of Entrinsik's intellectual property rights in or to the Entrinsik Service. Customer acknowledges that due to the nature of the AI Features, Output may not be unique, and different customers may receive similar or identical Output.

V. Disclaimer.

IF CUSTOMER ENABLES OR USES ANY AI FEATURES, WITHOUT LIMITING ANY OTHER DISCLAIMERS SET FORTH IN THE AGREEMENT, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ALL AI FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ENTRINSIK MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, SUITABILITY, QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY AI FEATURES, OUTPUT, OR ACTION. DUE TO THE PROBABILISTIC NATURE OF GENERATIVE AI, OUTPUT MAY CONTAIN ERRORS, INACCURACIES, OR BIASES, AND ACTIONS MAY PRODUCE UNINTENDED RESULTS OR EXCEED THE INTENDED SCOPE OF CUSTOMER'S CONFIGURATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR INDEPENDENTLY REVIEWING AND VERIFYING OUTPUT BEFORE RELYING ON, PUBLISHING, OR OTHERWISE USING SUCH OUTPUT, AND FOR ESTABLISHING APPROPRIATE PERMISSIONS, GUARDRAILS, AND CONFIGURATIONS FOR ANY ACTIONS.

ENTRINSIK HAS NO CONTROL OVER AND MAKES NO WARRANTY REGARDING ANY THIRD-PARTY AI TECHNOLOGY, INCLUDING WITHOUT LIMITATION CUSTOMER AI OR ANY AI TECHNOLOGY PROVIDED BY THIRD PARTIES THROUGH ENTRINSIK AI OR ANY MODEL PROVIDER, AND ENTRINSIK DISCLAIMS ALL LIABILITY ARISING FROM OR RELATED TO SUCH THIRD-PARTY AI TECHNOLOGY. CUSTOMER AI IS PROVIDED BY CUSTOMER'S OWN AI TECHNOLOGY PROVIDER, NOT BY ENTRINSIK, AND CUSTOMER'S USE OF ANY CUSTOMER AI IS SUBJECT TO THE APPLICABLE PROVIDER'S TERMS AND CONDITIONS.

ENTRINSIK MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY ARISING FROM OR RELATED TO ANY CUSTOMER AI, INCLUDING WITHOUT LIMITATION ANY OUTPUT, ACTION, OR DATA TRANSMITTED TO OR PROCESSED BY CUSTOMER'S AI TECHNOLOGY PROVIDER. CUSTOMER'S USE OF ANY CONNECTED SERVICES IS SUBJECT TO THE APPLICABLE THIRD-PARTY TERMS AND CONDITIONS, AND ENTRINSIK MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY ARISING FROM OR RELATED TO ANY CONNECTED SERVICES OR ANY DATA TRANSMITTED TO OR FROM CONNECTED SERVICES. MARKETPLACE APPS ARE PROVIDED BY THIRD-PARTY PUBLISHERS, NOT BY ENTRINSIK. CUSTOMER'S USE OF ANY MARKETPLACE APP IS SUBJECT TO THE APPLICABLE THIRD-PARTY PUBLISHER'S TERMS AND CONDITIONS. ENTRINSIK MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY ARISING FROM OR RELATED TO ANY MARKETPLACE APP, INCLUDING WITHOUT LIMITATION ANY OUTPUT, ACTION, OR DATA PROCESSED BY SUCH MARKETPLACE APP. TO THE EXTENT A MARKETPLACE APP CONSUMES CREDITS OR UTILIZES AI FEATURES, THE DISCLAIMERS, LIMITATIONS, AND CUSTOMER OBLIGATIONS SET FORTH IN THIS ADDENDUM WITH RESPECT TO AI FEATURES, OUTPUT, AND ACTIONS SHALL APPLY.

VI. Limitation of Liability.

Without limiting any other limitation of liability set forth in the Agreement, to the extent Customer enables or uses any AI Features, in no event will Entrinsik, its affiliates, distributors, suppliers or licensors, or their respective officers or employees, be liable for any claims, damages, losses, or liabilities arising from or related to any AI Features, Output, or Action, including without limitation any claims based on (A) the accuracy, completeness, reliability, suitability, or fitness for purpose of any App, Output, or Action, (B) any unintended results or consequences of any Action, (C) any Customer AI or any AI Technology integrated by Customer, (D) any Connected Services or any data transmitted to or from Connected Services, or (E) any Marketplace App, including any Output, Action, or data processed by such Marketplace App.

VII. Indemnification.

To the extent Customer enables or uses any AI Features, Customer shall indemnify, defend and hold Entrinsik, its affiliates, and their respective employees, officers, members, directors, managers, agents, successors and assigns from and against any and all damages, claims, liabilities, expenses (including reasonable attorneys' fees), penalties and actions arising out of any AI Features, Output, or Action, any Customer AI or AI Technology integrated by Customer, any Connected Services, any Marketplace App, or any downstream use of any App by Customer's clients, customers, or end users (to the extent permitted), except to the extent arising from Entrinsik's negligence or willful misconduct.

VIII. Survival.

The provisions of this Addendum relating to Definitions, Customer Restrictions & Obligations, Ownership, Disclaimer, Limitation of Liability, Indemnification, and Model Providers shall survive the termination or expiration of the Agreement.

IX. Model Providers.

Customer acknowledges that the AI Features may utilize Model Providers to process Input and generate Output. Customer may view the current list of Model Providers and configure model preferences through the administrative settings of the Entrinsik Service. Customer authorizes Entrinsik to use Model Providers to process Input and Output as necessary to provide the AI Features.