

AI OFFERINGS ADDENDUM

This AI Offerings Addendum (this “**AI Addendum**”) supplements and forms a part of the Master Subscription Agreement (“**Agreement**”) between You and Us. This AI Addendum applies specifically to generative and agentic artificial intelligence features made available by Us (“**AI Offerings**” or “**Veda**”). In the event of a conflict between this AI Addendum and the main body of the Agreement regarding AI Offerings, this AI Addendum shall control.

1. DEFINITIONS

“**Input**” means any textual, audiovisual, or other content submitted by You or a User to an AI Offering. Input is deemed Your Confidential Information.

“**Output**” means the content generated and returned to You by the AI Offering based on Input. Output is deemed Your Confidential Information.

“**Your Data**” as used in the Agreement shall be deemed to include both Input and Output for purposes of the AI Offerings.

2. OUTPUT, DATA HANDLING AND MODEL TRAINING

2.1 Output. You retain all rights you may have to use and exploit Output for any lawful purpose, including lawful commercial purposes, subject to Your compliance with the Agreement (including this AI Addendum).

2.2 Training Restrictions. We will not use Your Data to train Our AI models without Your affirmative opt-in consent via the applicable Order Form or through administrative settings within the Services.

2.3 Third Party AI Providers. We may use third-party AI model or infrastructure providers (“Third Party AI Providers”) to process Your Data to enable the AI Offerings. We remain responsible for the provision of the Services (including the AI Offerings). We will not permit any Third Party AI Providers to use Your Data to train their own underlying models.

3. USAGE RESTRICTIONS

In addition to the restrictions in Section 3.4 of the Agreement, You will not (and will not permit any User to):

- (a) Use the AI Offerings in a manner that violates Our Acceptable Use Policy;
- (b) Represent that Output is human-generated or endorsed by Us;
- (c) Provide Input that includes Personal Data of children in violation of applicable law (including, where applicable, without verifiable parental or guardian consent);
- (d) Use AI Offerings to circumvent contractual usage limits or provide unauthorized indirect access to the Services; or
- (e) Permit access to or use of AI Offerings by autonomous agents or bots that operate without human supervision or that automate use of the AI Offerings beyond the scope permitted in the Documentation.

4. MUTUAL RESPONSIBILITIES AND DISCLAIMERS

4.1 Review of Output. You acknowledge that Output is generated by artificial intelligence and may be inaccurate, incomplete, biased or otherwise unreliable. You are solely responsible for reviewing and verifying the suitability of Output for Your intended use. Output does not constitute legal, financial, or any other type of professional advice. Any safeguards, filters, or guardrails implemented by Us within the AI Offerings are intended as supportive measures only and do not guarantee compliance with applicable law. You remain responsible for ensuring that Your use of the AI Offerings is lawful.

4.4 Non-Exclusivity. Due to the nature of generative AI, Output may not be unique across different customers, and similar or identical Output may be generated for other customers or users, including in response to similar or identical Input.

4.6 EU AI Act Compliance. For purposes of the EU AI Act, We (as the "Provider") provide the AI Offerings, in their standard form, as assistive tools that We have assessed and classified as limited-risk AI systems within the meaning of the EU AI Act. We do not design, market, or intend the AI Offerings for use as a prohibited or high-risk AI system under the EU AI Act. You (as the "Deployer") are solely responsible for: (a) conducting Your own assessment of whether Your specific use of the AI Offerings falls within a high-risk or prohibited category under the EU AI Act; and (b) identifying and complying with all requirements applicable to Your specific implementation. You acknowledge that certain uses of the AI Offerings, including use in connection with recruitment and employment decisions or credit scoring, or as a biometric categorisation system, may result in classification of the AI Offerings as a high-risk AI system under the EU AI Act. You must not use the AI Offerings for any such high-risk purpose unless

You have independently determined that such use is lawful and You have implemented all measures required of a Deployer of a high-risk AI system. To the extent Your use, configuration, or modification of the AI Offerings (including through specific prompts, workflows, or integrations) results in classification as a high-risk AI system, You may be deemed the “provider” of that high-risk AI system for the purposes of EU AI Act and you will bear all obligations arising from such classification. We disclaim all liability arising from or in connection with Your deployment, configuration, or use of the AI Offerings in a manner that results in a high-risk or prohibited classification under the EU AI Act. You remain solely responsible for any decisions taken based on Output and for ensuring that Your use of the AI Offerings complies with all applicable laws and regulations. We do not warrant that the AI Offerings are suitable for use in high-risk contexts or for fully automated decision-making producing legal or similarly significant effects.

5. INDEMNIFICATION AND LIABILITY

5.1 Intellectual Property Indemnity. Our obligation to defend You against "Claims Against You" under Section 10.1 of the Agreement includes third-party claims alleging that Output (when used in accordance with the Agreement, including this AI Addendum) directly infringes such third-party's intellectual property rights. In addition to the exclusions in Section 10.1 of the Agreement, this obligation will not apply to any claims arising in connection with (a) Your Data (including Input), (b) any modification of the Output by You, Your Users or any third parties, (c) the use of Output in combination with any data, content, systems or technologies not provided by Us, where the Output would not be infringing absent such combination, or (d) continued use of the Output after You or Your Users knew or reasonably should have known that such Output may infringe a third party's intellectual property rights.

5.2 AI Indemnity. Without limiting Your obligations under Section 10.2 of the Agreement, You will indemnify and defend Us and Our Affiliates against any claim, demand, suit or proceeding arising from or relating to: (a) Your use of the AI Offerings in violation of applicable laws or regulations relating to artificial intelligence; or (b) Your use or modification of the AI Offerings in a manner that results in classification of the AI Offerings as prohibited or a high-risk AI system under applicable law, and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us, or for amounts paid by Us in settlement of such claim, subject to the procedures contained in Section 10.2 of the Agreement.

5.3 Limitation of Liability. For clarity, the AI Offerings are subject to the liability limitations and exclusions set forth in the Agreement.

5.4 Non-Certinia Applications. We disclaim all warranties and liabilities arising from any artificial intelligence feature built by You or otherwise not provided by Us as part of the AI

Offerings. Any such feature is a Non-Certinia Application, and We will have no responsibility or liability for any impact such feature may have on the Services, Your Salesforce environment, or other systems or technology.