

AI Addendum

This AI Addendum (“**Addendum**”) is entered into by and between HCLSoftware and Customer and is incorporated into the Master License Agreement and/or the Cloud Services Agreement (as applicable) between HCLSoftware and Customer or the applicable negotiated agreement between HCLSoftware and Customer (hereafter referred to as “**Agreement**”).

1. “**HCLSoftware AI**” means any machine learning and/or artificial intelligence capability or functionality made available by HCLSoftware in the Program and/or Cloud Services, including, without limitation, any capability or functionality included in the Program and/or Cloud Services which is labelled or otherwise identified by HCLSoftware as AI-powered. Customer data utilized in HCLSoftware AI includes “**Input**” - any information, data or content owned or licensed by Customer that the Customer or its users inputs in the HCLSoftware AI and which is processed by HCLSoftware AI, and “**Output**” - any output generated and returned to Customer or a user, as applicable, by HCLSoftware AI, based on Input.

2. **Terms that apply to Customer Data**

(a) **Input:** Customer retains all right, title, and interest (including all intellectual property rights) in and to any Input (excluding any HCLSoftware owned or licensed materials, information or data contained in the Input). Customer hereby authorizes HCLSoftware to utilize Input for the purposes of the provision of HCLSoftware AI and Customer’s use thereof.

(b) **Output:** Output is considered as Customer’s data (excluding any HCLSoftware owned or licensed materials, information or data contained in the Output (“HCL Material”). As between Customer and HCLSoftware, HCLSoftware does not assert any ownership rights in any new intellectual property created in the Output (excluding any HCL Material). HCLSoftware hereby grants to Customer, a non-exclusive, non-sublicensable, non-transferable and revocable license to utilize the HCL Material during the Subscription Period for Customer’s internal business purposes. Customer’s Affiliates and users may use the HCL Material under the terms of this Addendum. Customer shall remain fully responsible for ensuring its Affiliates’ and users’ agreement and compliance with the terms of this Addendum.

(c) HCLSoftware will not use Input or Output to train or fine-tune HCLSoftware AI without Customer’s prior permission or instruction, unless otherwise specified in a License Information Document or SDs.

3. **Disclaimers**

(A) **CUSTOMER ACKNOWLEDGES THAT OUTPUT IS GENERATED BY MACHINE LEARNING AND/OR ARTIFICIAL INTELLIGENCE CAPABILITIES AND FUNCTIONALITY, AND HCLSOFTWARE MAKES NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE OUTPUT.**

(B) CUSTOMER ACKNOWLEDGES THAT THE HCLSOFTWARE AI AND OUTPUT IS NOT DESIGNED OR INTENDED TO MEET CUSTOMER’S NEEDS, EXPECTATIONS, OR LEGAL, REGULATORY, OR COMPLIANCE OBLIGATIONS.

HCLSoftware

(C) DUE TO THE NATURE OF HCLSOFTWARE AI, (A) OUTPUT MAY NOT BE UNIQUE TO CUSTOMER AND ITS USERS, (B) CUSTOMER'S RIGHTS TO OUTPUT MAY NOT BE ENFORCEABLE AGAINST OTHER USERS OF HCLSOFTWARE AI, AND (C) OUTPUT DOES NOT REPRESENT HCLSOFTWARE'S VIEWS. HCLSOFTWARE IS NOT LIABLE FOR ANY BIASES OR OFFENSIVE CONTENT CONTAINED OR REFLECTED IN ANY OUTPUT, REGARDLESS OF WHETHER SUCH BIASES OR OFFENSIVE CONTENT ARE THE RESULT OF INCORRECT, OUTDATED OR BIASED SOURCE INFORMATION, FAILURES OF THE HCLSOFTWARE AI TO PROPERLY PROCESS SOURCE INFORMATION AND GENERATE CORRECT OUTPUT, OR ANY OTHER REASON.

4. Third Party AI

HCLSoftware may use or incorporate third party artificial intelligence and/or machine learning technology (“**Third Party AI**”) in the Program and/or Cloud Services. In such instances, Customer acknowledges and agrees that Output, Input and its use of the Third Party AI (including, ownership rights in Input and Output) is subject to and governed by the terms and conditions identified in the License Information Document and/or the SDs (as applicable). Customer acknowledges and agrees that HCLSoftware will disclose any Input and Output to the third party provider and such disclosure is required for the proper functioning of the Program and the Cloud Services (as applicable).

5. Use Restrictions for HCLSoftware AI

- a. Customer will not, and will ensure that its users do not, use HCLSoftware AI or Output to develop or improve a similar or competing technology, machine learning model, product, or service.
- b. HCLSoftware AI may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent purposes and Customer must not, and shall ensure that its users do not, provide any unlawful, obscene, or unethical or infringing Input. Customer must not, and ensure that its users do not, transmit any malware, virus, worms or other potentially harmful software agents or content as part of the Input or its use of the HCLSoftware AI.
- c. Customer will not, and will ensure that its users do not, reverse engineer or extract any components of HCLSoftware AI (such as using prompts to discover training data).
- d. CUSTOMER MAY NOT USE, OR PERMIT ITS USERS TO USE, HCLSOFTWARE AI FOR HIGH RISK ACTIVITIES. AS USED IN THIS SECTION, “**HIGH RISK ACTIVITIES**” MEANS ANY OPERATION (A) OF CRITICAL DIGITAL INFRASTRUCTURE, NUCLEAR FACILITIES, AIR TRAFFIC CONTROL, LIFE SUPPORT SYSTEMS, OR CLINICAL PURPOSES; (B) THAT IS OVERSEEN BY, OR REQUIRES CLEARANCE OR APPROVAL FROM, A REGULATORY AUTHORITY; OR (C) THAT COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE.
- e. Customer must not, and Customer must direct its users not to, represent that Output from HCLSoftware AI was human-generated.

6. Acceptable Use Policy

Customers and its users will comply with the acceptable use policy available at <https://www.hcltechsw.com/resources/master-agreements> .

7. Termination

HCLSoftware may immediately terminate the Cloud Services and/or the Program license in the event of a breach of Sections 5 and/or 6 of this Addendum.

8. Changes in AI Regulatory Framework

Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of AI technologies is evolving. If a change in law or the interpretation of a competent court or authority results in (i) HCLSoftware's inability to offer HCLSoftware AI, or (ii) Customer's inability to use HCLSoftware AI in a legally compliant manner, HCLSoftware may reduce the scope of use (e.g., if the use of HCLSoftware AI becomes prohibited, HCLSoftware may cease offering HCLSoftware AI in a given country or remove HCLSoftware AI altogether). The same applies where HCLSoftware can no longer provide Third Party AI, because such third-party discontinues availability of Third Party AI or changes its service terms or documentation in contradiction to the Agreement or another way that prevents HCLSoftware from further offering such Third Party AI.

9. Indemnification

Customer agrees to indemnify, defend, and hold HCLSoftware and its Affiliates and licensors harmless against all third-party claims, liabilities, damages, costs and expenses which arise out of relate to: (a) use of HCLSoftware AI in violation of the Agreement, or (b) Input. The limitation of liability and exclusion of damages provisions contained in the Agreement will not apply to Customer's obligations under this Section.

10. Survival

Sections 3, 5, 6, 7 and 9 of this Addendum shall survive the expiration and/or termination of the Agreement and this Addendum.

11. Miscellaneous

In the event of any inconsistency between the provisions of this Addendum and the provisions of the Agreement with respect to HCLSoftware AI, the provisions of this Addendum shall prevail. This Addendum shall be in effect for the entire term of the Agreement, is considered incorporated into the Agreement, and is governed by all applicable portions thereof. Except as specifically set forth in this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.