



AI Solution Addendum

Definitions

AI Solution: Supplier's solution based on the use of generative artificial intelligence ("AI Solutions"), combining, for example, the content generation capabilities of LLMs with the translation and project management functionality of a TMS or with the translation capabilities of a custom machine translation engine.

Confidential Information: means all information (whether oral, written or electronic form) relating to the Suppliers business which may reasonably be considered to be confidential in nature, including but not limited to Suppliers technology, know-how, assets, products, strategy, pricing, IPR and any other technical or operational specifications or data relating to the AI Solution.

Customer: means the legal entity identified as the Customer/You in the Order Form.

Intellectual Property Rights: means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing.

LLM(s): means large language models. Supplier's LLM or the Customer's LLM can be used to provide the AI Solution. Supplier's current LLM providers are OpenAI GPT and Google Gemini. Supplier reserves the right to choose and modify, at its sole discretion, its LLM provider, and the Supplier shall within 30 days of the change will update its subprocessor list on its website [here](#) to document the change.

Order Form: means the electric or physical form (including its schedules, annexes and appendices, if any) ordering the Suppliers services, entered into by or on behalf of the Customer and the Supplier.

SLA: means the service level agreement available [here](#).

Supplier: shall mean the Supplier as defined in the Order Form.

Terms

Supplier's LLM Acceptable Use

Those Customers who are utilising the AI Solution through the Supplier's LLM shall not, in any way, violate the codes of conduct, acceptable use policies or any other similar requirements formulated by the LLM, which can be found on the respective LLM's website.

Customer shall not use the AI Solution in breach of any applicable law or regulation, including, but not limited to, the United States Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA). By using the AI



Solution, the Customer represents and warrants that they are aware of, and shall comply with, all the relevant laws, regulations and requirements mentioned herein.

Customer shall bear exclusive and entire responsibility for their use of the AI Solution in question.

Customer's LLM Acceptable Use

Those Customers who are utilising the AI Solution through the Customers own LLM shall have full control over the data flow, hosting, subscription management, compliance of LLM policies and licence conditions, including pricing and payment directly with the LLM.

Supplier shall not be liable for any costs, claims, losses, or access associated with the Customer's use of the Customers LLM.

Customer shall be wholly responsible for inputting Customers own API key and LLM details into the AI Solution and the XTM Cloud Admin Settings. Failure to do so will result in the inoperability of the AI Solution, which the Supplier shall not be held liable for.

Data shared with the XTM LLM provider

Customer acknowledges that the data they send for processing through the AI Solution may be shared with the Suppliers LLM provider(s).

Data shared with the Customers LLM provider

The Customer shall be fully responsible for the processed data they send for processing through the AI solution using the Customers LLM provider. Customer shall ascertain that such processing is legitimate.

Customer remains responsible for implementing appropriate abuse monitoring or other mitigations for their use case.

Supplier shall not be responsible for any input of data from the AI Solution to the Customers LLM. Customer shall be fully liable and responsible for all actions, costs, losses, claims and functionality of Customers LLM.

Data security and confidentiality of Supplier LLM

To the best of Supplier's knowledge, based on the relevant Supplier LLM provider(s)' representations, the Customer's prompts (inputs) and completions (outputs) shall not be available to other customers or third parties; shall not be used to train, retrain or improve LLMs or any third-party products or services; and any LLM relied on by the AI Solution is stateless: no prompts or generations are stored therein.

Supplier expressly disclaims all warranties of any kind or nature in respect of the Suppliers LLM provider(s)' representations.

Data security and confidentiality of Customer LLM

Customer remains exclusively responsible for gathering all the relevant information related to the data privacy and confidentiality considerations raised by the use of the given Customer LLM(s), and shall bear exclusive and entire responsibility in connection with the data privacy and confidentiality implications of their use of the AI Solution.

Use of data for service improvement



The Supplier may request that the Customer allow access to data, including prompts (inputs) and completions (outputs), processed through the AI Solution, when such data are necessary to resolve an issue or fix a programming error in the AI Solution. Such data may only be used with the Customer's prior consent and shall not be used for any other purpose.

Output of AI Solution

The Supplier does not warrant or represent the quality or accuracy of the translation provided through the AI Solution and Customer agrees that Supplier has no liability with respect to any act or decision the Customer takes based on the translation provided.

Warranty

The AI Solution may be subject to delays, interruptions, errors or other problems resulting from reasons beyond the Suppliers control, including but not limited to use of the internet, public electronic communications, third parties or third party software connected to the AI Solution. Customer acknowledges that such risk is inherent in providing such AI Solution and that the Supplier shall have no liability for any such delays, interruptions, errors or any other problems.

Limitation of Liability

Suppliers total liability under this Addendum shall not exceed the amount of fees payable annually by the Customer for the AI Solution.

Neither the Customer or Supplier shall be liable for loss of profit; destruction, loss of use or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of commercial opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill; and/or wasted expenditure.

Notwithstanding any other provision of this agreement, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited by applicable law.

Confidentiality

Customer will maintain the confidentiality of Suppliers Confidential Information during Customers use of the AI Solution (and for five (5) years after termination) and will not, without the prior written consent of the Supplier, disclose, copy or modify Supplier's Confidential Information (or permit others to do so).

Intellectual Property

All Intellectual Property Rights in the AI Solution (including manuals, prompts, documentation, upgrades, materials) belong to and will remain vested with the Supplier.

AI Solution SLA

No Supplier SLA will apply to the AI Solution for those Customers using their own Customer LLM. Customers using the Suppliers LLM shall have the benefit of the Suppliers SLA.



Notwithstanding any other provision within this AI Addendum, Supplier does not give any representations or warranties that the output generated by the AI Solution will be unique to the Customer.