

AI Supplementary Terms

These Supplementary Terms Agreement ("**Supplementary Terms**"), supplement and shall be integrated into the Master Services Agreement ("**Agreement**"), between Cogent, which forms part of the Hyperclear Group, together with any entity that directly or indirectly controls, is controlled by, or is under common control with Hyperclear Technologies (each an "Affiliate") ("**Cogent**") and the entity identified as ("**Customer**") in the Agreement.

Cogent and the Customer may integrate or make accessible AI technology into Cogent's Services through a product that is offered by third-party AI providers and, therefore, the Customer may be subject to additional terms and conditions as referenced herein.

1. DEFINITIONS

1.1 Capitalised words and expressions used in these Supplementary Terms which are not defined herein shall bear the meaning set out in the Agreement. For the purposes of these Supplementary Terms, the following terms shall have these meanings:

- 1.1.1 "**AI Tool**" means a machine-based system or tool that, for explicit or implicit objectives, infers from the Input it receives how to generate Outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments;
- 1.1.2 "**AI System**" means any artificial intelligence, machine learning, algorithmic, or automated decision-making system;
- 1.1.3 "**AI Integration**" means any AI Tool or AI System that is integrated into or accessible through the Services;
- 1.1.4 "**Input**" means any data, information, prompts, or queries which are entered into an AI Tool;
- 1.1.5 "**Output**" means any data, information, or other outputs generated by an AI Tool as a result of processing any Inputs; and
- 1.1.6 "**Services**" means the services, functions, and responsibilities to be provided and assumed by Cogent as set out in the Agreement and relevant SOWs.

2. DATA AND PRIVACY

2.1 **Input and Output.** Through the use of the AI Integration, the Customer may provide **Input** and receive **Output** (collectively, "**Customer Content**"). Customer is solely responsible for the Customer's Content. The Customer will ensure that the Customer's Content will not:

- 2.1.1 violate any applicable law;
- 2.1.2 violate these Supplementary Terms, the Agreement or all applicable policies, including but not limited to any and all third-party AI providers' policies (collectively the "**AI Policies**") or
- 2.1.3 infringe, violate, or misappropriate any of our rights or the rights of any third-party.

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AI is an evolving technology, and while we work to make the Output helpful and reliable it may sometimes be incomplete, inaccurate or inappropriate. AI is one tool to help decision making processes. It does not guarantee the Output will be the best decision at all times.

- 2.2 **Privacy of Customer Content.** Cogent is not responsible or liable to the Customer for the use of data or privacy practices of the AI Integration. Cogent will inform the Customer of any terms applicable to the use of any AI Integration. The Customer should be aware of this when using the AI Integration and review the applicable privacy statements and other policies of the third-party AI providers. The Customer warrants that they will have the necessary express consents to provide all Input data including without limitation the consents required under applicable data protection laws, including without limitation the Protection of Personal Information Act of 2013, the UK Data Privacy Act and the GDPR.
- 2.3 **Automated Decision Making.** If you are using our Services including any AI Integration for the purposes of Automated Decision Making “**ADM**” you undertake to notify any data subjects that you may process their personal information in this way and obtain all necessary consents. ADM refers to decisions made solely based on the automated processing of personal information using software, algorithms, artificial intelligence or machine learning that do not involve human intervention.

3. SERVICES

- 3.1 **AI Integration Feature Use Restrictions.** The Customer may not use the AI Integration or Output:
- 3.1.1 to develop solutions that compete with Cogent or third-party AI providers;
 - 3.1.2 to mislead any person that Output from the services was solely human generated;
 - 3.1.3 in a manner that violates any technical documentation, usage guidelines, or parameters or
 - 3.1.4 violate applicable laws, rules and/or regulations.
- 3.2 **Warranties and Service Level Agreements Are Not Applicable.** The warranties and SLA, and its respective remedies, set forth in the Agreement shall not apply to the services related to the AI Integration. Cogent will take reasonable steps to verify any AI Tools and AI Systems used in any AI Integration in line with best practice to verify the credibility and security of the AI Integration and only uses AI Tools and Systems approved as part of the Cogent AI Policy.
- 3.3 **Third-Party AI Provider Policies.** If the Customer chooses to use the AI Integration, such use is subject to all applicable third party AI terms and conditions and AI policies as notified to the Customer.
- 3.4 **Cogent Policies.** Cogent will take all reasonable measures to utilise AI Tools and AI Systems that are designed and operated to avoid unfair discrimination or bias. Processes for bias detection, validation, and mitigation will be embedded

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throughout the AI lifecycle. The selection and use of any AI Tool or AI System will always be done in terms of the Cogent AI Policy.

4. TERMINATION

Cogent reserves the right to terminate or switch AI Tools and AI Systems in their professional discretion without materially reducing the functionality of the Services.

5. USE LIMITATIONS

5.1 Cogent may limit the Customer's access to or use of the AI Integration if Cogent has a reasonable basis to believe that the Output or the Customer's use of the AI Integration:

- 5.1.1 violates Cogent's third-party providers' AI policies;
- 5.1.2 is inconsistent with the information submitted in connection with the Customer's registration to use the AI Integration or
- 5.1.3 is inconsistent with the terms of the Supplemental Agreement, as updated from time to time.

The Customer may not use the AI Integration to create competing solutions. The Customer may not use scraping, harvesting or data extraction methods to extract data unlawfully from the AI Integration or from Output.

6. ASSUMPTION OF RISK

AI is an evolving technology and as such by using the AI Integration, the Customer accepts the risk related to such use, including but not limited to any reliance on Output. The Customer acknowledges that the AI Integration is a tool driven by AI technology and that there may be instances where the AI Integration provides inaccurate or incomplete Outputs. The Customer acknowledges that there is not always a "human in the loop" and that it is the Customer's responsibility to review and validate any Output as use of such Output is at the Customer's sole risk.

7. WARRANTY DISCLAIMER

7.1 **Warranty Disclaimer.** COGENT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE OUTPUT OR THE ACCURACY THEREOF. CUSTOMER UNDERSTANDS AND AGREES THAT IT SHALL BE RESPONSIBLE FOR ANY OUTPUT OR USE OF OUTPUT OBTAINED THROUGH THE AI INTEGRATION, INCLUDING ALL CLAIMS ARISING FROM OR RELATED THERETO. CUSTOMER SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THE OUTPUT'S ACCURACY. OUTPUT THAT APPEARS ACCURATE BECAUSE OF ITS DETAIL OF SPECIFICITY MAY STILL CONTAIN MATERIAL INACCURACIES, MISLEADING INFORMATION OR INHERENT BIAS. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM COGENT OR THROUGH THE AI INTEGRATION SHALL CREATE ANY REPRESENTATION OR

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WARRANTY NOT EXPRESSLY MADE HEREIN. FURTHERMORE, THE AI INTEGRATION AND SERVICES PROVIDED FROM SUCH INTEGRATION ARE PROVIDED “AS-IS” WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING (A) ACCURACY OF OUTPUT GENERATED BY AI INTEGRATION; (B) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (C) NON-INFRINGEMENT; (D) NON-INTERFERENCE; OR (E) THAT THE AI INTEGRATION AND RELATED SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE. FOR CLARITY, ANY AND ALL WARRANTIES SET FORTH IN THE AGREEMENT SHALL NOT APPLY TO, NOR BE INCORPORATED INTO, THE SUPPLEMENTARY TERMS.

- 7.2 **Liability Disclaimer.** CUSTOMER ACKNOWLEDGES AND AGREES THAT COGENT AND ITS AFFILIATES AND PERSONNEL SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO (A) THE COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, GOODS OR SERVICES; (B) ANY LOSS OF PROFITS OR CONTRACTS; (C) ANY LOSS OF REVENUE OR BUSINESS OPPORTUNITY; (D) ANY LOSS OF ANTICIPATED SAVINGS; (E) ANY LOSS OF GOODWILL; (F) ANY LOSS OF, OR DAMAGE TO (INCLUDING CORRUPTION OF) DATA (INCLUDING CUSTOMER DATA); (G) ANY INTERRUPTION OF BUSINESS OR (H) FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE INTEGRATION, USE, OR PERFORMANCE OF ANY AI INTEGRATION SYSTEMS, TOOLS OR SERVICES WITHIN OR IN CONJUNCTION WITH COGENT’S SOFTWARE AND/OR SERVICES. THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

8. INDEMNIFICATION BY CUSTOMER

- 8.1 The Customer will defend, indemnify, and hold harmless Cogent, Cogent’s affiliates and personnel from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys’ fees) arising out of or relating to;
- 8.1.1 Customer’s use of the Services provided by the AI Integration;
 - 8.1.2 Customer’s use of the AI Integration in a manner that infringes the IPRs of any third-party AI provider;
 - 8.1.3 Cogent’s processing of Input or Customer Content; (iv) any other claim relating to any Input or Customer Content;
 - 8.1.4 Customer’s breach of the Agreement, Supplementary Terms and/or AI Policies and
 - 8.1.5 Customer’s violation of applicable laws, including applicable data protection laws.

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9. ACCEPTANCE; MODIFICATIONS

- 9.1 **Acceptance.** By using the AI Integration, the Customer and its users' agree to these Supplementary Terms and acknowledges that AI will be integrated into Cogent as described herein.
- 9.2 **Modifications.** Cogent may amend these Supplementary Terms from time to time by notifying the Customer. The Customer's continued use of the AI Integration service constitutes the Customer's acceptance of any modification to these Supplementary Terms.