

## ACUMATICA ARTIFICIAL INTELLIGENCE TERMS

These Acumatica Artificial Intelligence Terms (“**AI Terms**”) are incorporated into and made part of the Acumatica Subscription SaaS Agreement or Acumatica End User Licensing Agreement, as applicable (“**Agreement**”) between the individual or business entity obtaining the Subscription Services (as defined below) (“**You**”) and Acumatica, Inc. (“**Acumatica**”).

Capitalized terms used but not defined in these AI Terms have the meanings attributed to them in the Agreement.

### 1. DEFINITIONS

<b>Subscription Services</b>	means Acumatica’s software-as-a-service (“SaaS”) applications or Acumatica’s proprietary software licensed under a perpetual license or subscription license, delivered by Acumatica pursuant to the Acumatica Order Form.
<b>AI Features</b>	means the artificial intelligence, machine learning and similar functionality made available by Acumatica as part of the Subscription Services, which may generate recommendations, summaries, predictions or other outputs based on Subscriber Inputs or other data.
<b>Subscriber Input</b>	means any data, prompts, queries, instructions, configurations or other content that you, your Users, your Employees, or systems acting on their behalf submit to or cause to be processed by the AI Features. Subscriber Input will be considered Subscriber Data.
<b>AI Output</b>	means any content, data, responses, recommendations or other results generated by or through the AI Features.
<b>AI Models</b>	means the artificial intelligence models, machine learning models, algorithms and related technologies operated by or on behalf of Acumatica that enable the AI Features.

### 2. APPLICABILITY AND SCOPE

- 2.1. These AI Terms govern your access to and use of any AI Features. The AI Features form part of the Subscription Services and are subject to the terms and conditions of the Agreement.
- 2.2. In the event of any conflict between these AI Terms and the Agreement, these AI Terms will prevail strictly with respect to the AI Features.
- 2.3. By enabling or using the AI Features, you agree to these AI Terms. If you are not in agreement with the AI Terms, you must not enable or use the AI Features.

### 3. SUBSCRIBER INPUT AND DATA

- 3.1. **Your Responsibilities.** You will be responsible for:
  - (a) All Subscriber Input and the accuracy, quality and legality of Subscriber Inputs and the means by which you acquired Subscriber Inputs.
  - (b) Configuring and using the AI Features in accordance with the Agreement and these AI Terms.

- (c) Ensuring that you have obtained all necessary legislative, regulatory and third party rights (as applicable), consents and authorizations to submit Subscriber Input when using AI Features.
- (d) Ensuring that your use of the AI Features complies with applicable laws and does not violate any restrictions or obligations set forth in the Agreement, these AI Terms or the Documentation.

3.2. **Consent to Use Subscriber Inputs and Data.** By accessing or using AI Features, you consent to and acknowledge that Acumatica may use, reproduce, process, store, transmit, display, modify and create derivative works of Subscriber Input, AI Output and Subscriber Data processed by or in connection with the AI Features to provide the AI Features and to train, develop and improve the AI Models and AI Features, notwithstanding the expiration or termination of the Agreement.

#### 4. OWNERSHIP

- 4.1. **Subscriber Inputs.** As between you and Acumatica, you will retain all right, title and interest in and to Subscriber Data and Subscriber Inputs, subject to the licenses granted to Acumatica under the Agreement and these AI Terms.
- 4.2. **AI Outputs.** Subject to any third party rights in underlying content and to Acumatica's ownership of the AI Models, AI Features and Subscription Services; Acumatica assigns to you any right, title and interest it may have in AI Outputs generated specifically for your use based on Subscriber Inputs. You are responsible for your use of AI Outputs. You will retain all ownership of Subscriber Data contained in AI Output.
- 4.3. **AI Models & AI Features.** As between Acumatica and you, Acumatica and its licensors retain all right, title, and interest in and to the AI Models and AI Features. You will not (and will not permit any of your Users or Employees, or any third party) attempt to discover or extract the underlying AI Models, algorithms, system prompts or source code of the AI Features.

#### 5. DATA PROTECTION AND SECURITY

- 5.1. Acumatica will handle Subscriber Data processed by the AI Features in accordance with the confidentiality, security and data protection obligations set forth in the Agreement, including the Acumatica Data Processing Addendum.
- 5.2. Unless expressly permitted in the Agreement, these AI Terms or the Documentation, you will not submit to the AI Features any Subscriber Data that includes: (a) sensitive personal information requiring heightened protections under applicable law (such as health information, financial account numbers, government identifiers or special categories of personal data); or (b) protected health information ("PHI") as defined under the U.S. Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). If you, your Users, or your Employees submit such information in violation of this Section, Acumatica will have no liability arising from such submission or its processing, and you will be responsible for any resulting claims.

#### 6. ACCEPTABLE USE

- 6.1. You will use the AI Features and AI Outputs only in accordance with the Agreement, these AI Terms, and all applicable laws and regulations.
- 6.2. **Prohibited Use.** Without limiting any other restrictions in the Agreement, you will not (and will not permit any of your Users or Employees or any third party to) use the AI Features or AI Outputs:
  - (a) to submit, generate or disseminate any content that is unlawful, infringing, defamatory, harassing, discriminatory, misleading, deceptive or otherwise objectionable;
  - (b) to violate the intellectual property, privacy, publicity or other rights of any third party;
  - (c) to engage in fraudulent or deceptive practices, including fraudulent financial activity;
  - (d) in violation of any export control, sanctions or other applicable regulatory requirements; or
  - (e) in any manner that violates the Agreement or these AI Terms.
- 6.3. You will not use the AI Features in any context in which AI Outputs are intended to be relied upon as the sole or primary basis for: (a) medical diagnosis or treatment; (b) legal, tax or accounting advice; (c) decisions producing legal or similarly significant effects; or (d) operation of critical infrastructure or safety-critical systems.
- 6.4. Notwithstanding anything to the contrary in the Agreement or these AI Terms, you are solely responsible for your Users and Employees' usage of AI Features, including any decisions or actions taken by you, your Users, or your Employees based on AI Outputs.

## **7. DISCLAIMERS AND LIMITED WARRANTY**

- 7.1. You acknowledge and agree that the AI Outputs are generated using probabilistic machine learning and artificial intelligence methods and may be inaccurate, incomplete, biased or otherwise unreliable, and may not be unique or qualify for intellectual property protection. AI Outputs are not a substitute for professional judgment or professional advice (including legal, tax, accounting or similar advice).
- 7.2. You are solely responsible for evaluating the accuracy and appropriateness of AI Outputs for your use. You shall implement appropriate human review and validation processes before relying on AI Outputs in production or for business-critical purposes.
- 7.3. The AI Features and AI Outputs are provided as part of the Subscription Services and are subject to the disclaimers and warranty limitations set forth in the Agreement. Acumatica does not make any additional warranties with respect to the AI Features or AI Outputs, and Acumatica expressly disclaims any warranties of accuracy, completeness, non-infringement or fitness for a particular purpose with respect to AI Outputs.
- 7.4. TO THE EXTENT PERMITTED BY LAW, AI FEATURES AND AI OUTPUT ARE PROVIDED AS PART OF THE SUBSCRIPTION SERVICES ON AN "AS IS" BASIS, AND ACUMATICA DISCLAIMS ALL WARRANTIES, INDEMNITIES, AND LIABILITIES ARISING FROM OR RELATED TO AI OUTPUT.

## **8. LIMITATIONS OF LIABILITY**

- 8.1. The limitations of liability set forth in the Agreement apply to the AI Features and AI Outputs.
- 8.2. To the maximum extent permitted by law, Acumatica will have no liability arising out of or relating to:

- (a) Your reliance on AI Outputs without appropriate human review and validation.
- (b) Any decisions or actions taken by you, your Users, or your Employees based on AI Outputs.
- (c) Your use of the AI Features in violation of this Agreement, these AI Terms or applicable laws and regulations.

## 9. GENERAL

- 9.1. **Compliance with Laws.** You and Acumatica shall comply with all applicable laws and regulations related to artificial intelligence as applied to the AI Features.
- 9.2. **Updates to AI Features.** Acumatica may modify, enhance or discontinue all or part of the AI Features from time to time, including to improve performance, address security risks, or comply with applicable law. Acumatica will use commercially reasonable efforts to provide you with advance notice if any such change results in a material reduction in the core functionality of the AI Features used by you.
- 9.3. **Suspension.** Acumatica reserves the right to limit or suspend your access to AI Features due to violations of these AI Terms.