

## **Supplemental Terms for Cloud Software**

**1. Scope.** These Supplemental Terms are incorporated into the Master Solutions Agreement (“Agreement”) and applicable Order(s) solely with respect to Customer’s access and use of any Cloud Software. Capitalized terms not otherwise defined in these Supplemental Terms will have their respective meanings assigned to them in the Agreement.

**2. Support and Service Levels.** During an applicable Order Term, Semperis will provide Customer with technical support for the Cloud Software in accordance with the support terms set forth in the Service Levels and Support Description located at [www.semperis.com/contracts](http://www.semperis.com/contracts). Semperis will make the Cloud Software available in accordance with the service levels set forth in Service Levels and Support Description.

**3. Hosting.** Customer acknowledges that Cloud Software is hosted by commercial hosting providers that Semperis uses to provide the Cloud Software.

**4. Security.** Each Party has obligations with respect to the security of the Cloud Software and Customer Data. Taking into account the nature and types of Customer Data, Semperis will employ appropriate administrative, physical and technical measures (as further detailed in the DPA) to protect the Cloud Software and to prevent the accidental loss or unauthorized access, use, alteration or disclosure of Customer Data under its control. Customer is responsible for properly configuring the Cloud Software in accordance with the Documentation, enabling single sign-on for Customer’s accounts, and securing account and login credentials. Customer agrees to use reasonable efforts to prevent unauthorized access or use of the Cloud Software and to promptly notify Semperis if Customer believes (a) any account and login credentials associated with a Cloud Software have been lost, stolen or made available to an unauthorized third party or (b) an unauthorized third party has accessed the Cloud Software or Customer Data.

**5. AI-Assisted Functionality.**

5.1. **AI Features.** Some Cloud Software may include artificial intelligence-assisted functionality (“AI Features”) that generates suggestions based on inputs submitted by Customer users (“Prompts”). AI Features do not access or retrieve information from the Customer’s systems, environment, configurations, data or security posture, but rather provide suggestions solely based on Prompts. Prompts and resulting suggestions generated by AI Features (“Outputs”) will not be shared with the provider(s) of the underlying large language model (“LLM”) and will not be used to train or improve the LLM.

5.2. **Storage; Semperis Access.** Prompts, Outputs, and any rules created by Customer based on such Outputs will be stored in Semperis’ cloud environment. By default, Semperis may access this data for (i) support, (ii) troubleshooting, (iii) quality assurance, (iv) product improvement, and (v) security purposes. Customer may opt out of Semperis access for quality assurance and product improvement at any time upon written notice, in which case Semperis shall thereafter access such data only as required to comply with Applicable Law, to provide Customer support, or to maintain the security and integrity of the Cloud Software..

5.3. **Advisory Nature; Disclaimer.** Outputs generated by AI Features are advisory only, non-binding, are not automatically implemented, and any implementation based on such Outputs must be independently reviewed, approved, created, and configured by an authorized Customer user. Customer remains solely responsible for the suitability and impact of any implementation based on Outputs and assumes all risks arising from such implementation. Customer acknowledges that Outputs may be incomplete, inaccurate, or inappropriate for Customer’s environment, and are provided on an ‘as is’ and ‘as available’ basis. To the maximum extent permitted by law, Semperis makes no representations and disclaims all warranties whatsoever with respect to AI Features and Outputs, including any warranties of accuracy, correctness, reliability, non-infringement, completeness, or fitness for a particular purpose. Semperis does not warrant that the AI Features will operate without errors, defects, interruptions or security vulnerabilities.

**6. Changes to Cloud Software.** Semperis may make such changes to the Cloud Software as Semperis deems appropriate from time to time, provided such changes do not materially decrease the features or functionality of the Cloud Software as they existed on the Effective Date.