Product Specific Terms – Aera Intelligence, Agentic DI and Data Wizard

These Product Specific Terms (**"Supplement"**) apply to the Aera Intelligence, Aera Agentic DI, and Data Wizard features (each a **"Feature"** and collectively the **"Features"**) of Aera's Service, and is made part of the Master Agreement or similarly-titled agreement (**"Agreement"**) for Aera's Service entered into between Aera and Customer. If there is a conflict between a term in the Agreement and this Supplement, this Supplement will take precedence with respect to the Features. Capitalized terms not defined below have the meaning stated in the Agreement.

1. Definitions.

"Aera Agentic Ambient Intelligence" or "Aera Intelligence" is an AI reasoning capability in the Service that discovers relevant data and agents, reasons through business situations, and executes actions within the governance and access control boundaries configured by Customer.

"Aera Agentic Decision Intelligence Platform" or **"Agentic DI"** means the feature within the Service designed to support Customer's decision intelligence workflows through the orchestration of actions with recommendations produced by Agents and GenAI Components.

"Agents" means the autonomous software applications within the Service that are configured by Customers to collaborate, adapt and scale autonomously to handle workflows.

"Data Wizard" means the GenAI powered self-service data onboarding experience within the Service that enables users to bring new data into the Aera Decision Cloud in minutes.

"GenAI Components" means the application programming interface (**"API"**) and related tools provided by the generative AI (GenAI) platform incorporated into or interoperating with the Agents and Features.

2. The Features are Part of Aera's Services. Aera Intelligence, Agentic DI, and Data Wizard are Features of Aera's Service. Contractual terms in the Agreement governing the Service (including but not limited to service provisioning, support, security, confidentiality, warranties and indemnification) apply to the Features, as modified by this Supplement.

3. License to Use. Aera grants Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the applicable subscription license term set forth in an Order Form to use the subscribed Features solely in conjunction with Customer's subscription license to Aera's Service and the additional terms set forth herein. Customer shall be responsible for understanding the Service's administrator settings that allow purchases of licenses to the Features and for all fees incurred by its users for their use of the Features. Aera will also charge Customer for all additional licenses, quantities, or volumes of the Features used for the remainder of the then-current subscription term based on Aera's then-current price unless otherwise set forth in the Order Form. Customer may not grant access to the Features to any third parties, other than service providers of Customer who are not competitors of Aera and that are acting solely on Customer's behalf; provided, Customer remains responsible for any breach of this Supplement and the Agreement by such service providers as if such breach were by Customer.

4. Change in Usage. If Customer orders a specific quantity of Features usage in an Order Form, then Customer must give Aera notice of any non-renewal or scope reduction at least thirty (30) days prior to the start of the next renewal term. If Customer reduces its license count or usage quantities, then Aera may adjust or remove discounts offered to Customer in connection with the prior purchases.

5. Third Party Components Disclaimer. Customer acknowledges that the Features leverage GenAI Components (either by incorporating or interoperating with GenAI Components) that are comprised of language learning model(s) and infrastructure owned by third parties and not Aera. Aera does not control or develop GenAI Components. Aera makes no representation or warranty regarding the accuracy, reliability, behavior or performance of GenAI Components. Aera's security and data protection practices for the Features do not apply to GenAI Components. Aera is not responsible for the security or data protection practices of GenAI Components.

6. Flow-Down Terms. Customer's use of GenAI Components is subject to Customer's compliance with the terms and policies of the licensor of the applicable GenAI Component. This may include complying with any specific requirements related to transparency, user disclosures, and obtaining any required consents.

7. Use Restrictions. Customer shall not to use the Features nor GenAI Components in any manner that: (i) generates harmful, unlawful, misleading, or otherwise prohibited content as defined in the terms or policies applicable to the GenAI Components; (ii) relates to unlawful activities, including but not limited to violations or export or trade laws; (iii) involves use of the Features, GenAI Components or Customer's content in connection therewith in a manner that infringes, misappropriates, or otherwise violates any third party's rights; (iv) allows minors to use them or involves personal information of children under 13 or the applicable age of digital consent; (v) uses any output data, recommendations or reports generated in connection with the Features or the GenAI Components (i.e. Outputs) to develop any artificial intelligence models that compete with the Features or the GenAI Components; (vi) extracts data from the GenAI Components other than as permitted through its applicable terms or policies, or

(vii) attempts to reverse engineer, probe or extract proprietary information from the Features or GenAI Components. Customer shall promptly comply with all instructions that Aera or the licensor of the Generative AI Component provides with respect to replacing, modifying, or ceasing use of a GenAI Component in response to any third-party infringement claim relating to such GenAI Component.

8. **Responsibility for Inputs**. Customer is responsible for all content that it Inputs into the Features and represents and warrants that it has all rights, licenses, and permissions required to provide such content to the Features.

9. **Limitations of Output**. Customer acknowledges that (i) Outputs from the Features are generated by the GenAI Components, which utilize probabilistic machine learning model(s) and may contain errors, omissions or inaccuracies; and (ii) while Aera will endeavor to provide transparency as to the interpretation performed by a GenAI Component on the Inputs of Customer while utilizing a Feature, and the logic applied to query the data in response to such Inputs, Customer is solely responsible for all use of the Output and evaluating the Output for accuracy and appropriateness for its use case(s), including by utilizing human review as appropriate. Aera disclaims all liability arising from Customer's reliance on Outputs.

10. **Indemnification.** Aera shall indemnify, defend, and hold harmless Customer and its personnel from and against third party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to Aera's violation of third intellectual property rights in its provisioning of the GenAI Components. Customer shall indemnify, defend, and hold harmless Aera and applicable third party licensors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (i) Customer's breach of this Supplement; (ii) Customer's misuse of GenAI Components; (iii) failure to comply with terms or policies applicable to the applicable GenAI Component; and (iv) Customer's applications, products, services, data, or Output relating to this Supplement.

11. **Ownership.**

(i) Customer Data. Customer Data that is inputted by Customer in the Features or that is processed by Aera to generate Output remains owned by Customer. Aera will only use such Customer Data to perform services in connection with the Agreement.

(ii) GenAI Components. As between Customer and a licensor of GenAI Components, Customer acknowledges that such licensor retains all intellectual property rights in and to its GenAI Components and any other third party models, technologies, or content accessed through the GenAI Components. Customer does not obtain any ownership or proprietary rights in the GenAI Components, except as expressly specified in the terms of the applicable GenAI Component.

12. **Suspension, Termination.** Aera may suspend Customer's access to GenAI Components if: (i) Customer violates any provision of this Supplement or the terms governing the GenAI Components; (ii) the licensor of the GenAI Components imposes restrictions, suspensions or terminates Aera's or its customers' ability to access or use the GenAI Components; or (iii) Aera suspends the Service or Customer's use of the Service to avoid material harm per Section 2.1 of the Agreement. In addition to the grounds for termination set forth in Section 6.2 of the Agreement, Aera may terminate Customer's access to GenAI Components if: (a) Customer violates any provision of this Supplement or the terms applicable to the GenAI Components and fails to cure the same within ten (10) days' notice if such violation is capable of cure; or (b) the licensor of the GenAI Components imposes material restrictions or terminates Aera's or its customers' ability to access or use the GenAI Components. In the event of termination, Customer will immediately cease all use of the Features and the GenAI Components hereunder.

13. **Support**. The Features will be supported by Aera as set forth in any service level agreement and/or support and maintenance obligation in effect between the Customer and Aera, if any; provided that Aera shall not be responsible for any credits, unavailability, response time variations, errors, delays or failures arising from the GenAI Components. If interested, Customer may inquire with the licensor of the applicable Generative AI Component about any additional support that may be available by negotiating a separate agreement with the licensor of the Generative AI Component.

14. **Third Party Beneficiaries**. Notwithstanding anything to the contrary in the Agreement, the licensors of the GenAI Components are third-party beneficiaries of this Supplement and have the right to enforce this Supplement against the Customer.

15. **Feedback.** If Customer or its users provide feedback about GenAI Components (**"GenAI Feedback"**), Customer (on behalf of itself and its users) grants Aera and the licensor of the GenAI Components, and their affiliates and representatives, the right to use such GenAI Feedback without restriction or compensation, during and after the Term; provided that such Feedback is anonymized so that it does not attribute and cannot be attributed to Customer or any individual associated with Customer.

16. **Periodic Updates.** Aera may update this Supplement at any time as necessary to reflect changes in applicable law, industry standards, business practices, pricing, or the terms applicable to the GenAI Components. Customer's continued use of the Features following any such update constitutes acceptance of the updated terms, and continued access to or use of the Features and the GenAI Components is conditioned upon acceptance of such updates.