

## Immuta, Inc. AI Supplementary Terms

These Immuta, Inc. (“Immuta”) AI Supplementary Terms (“AI Terms”) form a part of the Master Services Agreement or other applicable service agreement between Immuta and Customer (the “Agreement”). These AI Terms apply to Customer’s access to and use of any Immuta AI features.

### 1. Definitions

- a. Any defined terms used herein and not otherwise defined have the meanings set forth in the applicable Agreement.
  - b. “Immuta AI” means any features or functionality made available by Immuta that utilize artificial intelligence technologies, including data models trained by machine learning.
2. Fees. Immuta AI is currently offered as an optional add-on feature of the Service and may be subject to additional fees.
3. Input and Output. The customer may provide input to be processed by Immuta AI (“Input”) and receive output generated and returned by Immuta AI based on the Input (“Output”). When the Customer uses Immuta AI, Input and Output are considered the Customer’s data under the terms of the Agreement (“Customer Data”). Customer is solely responsible for the lawfulness, development, content, operation, maintenance, provision, and use of Customer Data. Customer acknowledges that due to the nature of machine learning and the technology powering Immuta AI features, Output may not be unique, and Immuta AI may generate the same or similar output to Immuta or a third party, and Immuta AI may generate the same Output for Customer as other Users.

### 4. Immuta AI Use Restrictions

- a. Customer may not use Immuta AI or Output: (i) to develop models that compete with Immuta, Immuta AI, or its third-party provider, [AWS Bedrock](#); (ii) to attempt to reverse engineer, extract or replicate any component or data of Immuta AI, including the underlying data or models (e.g., parameter weights); (iii) to mislead any person that Output from the Service was solely human generated; (iv) to generate spam or content for dissemination in electoral campaigns; (v) in a manner that violates any safety or security measures, technical documentation, usage guidelines, or parameters; (vi) in clinical practice, to provide medical advice, or in any manner that is overseen by or requires clearance or approval from a medical device regulatory agency; (vii) to process sensitive or special categories of data (as set forth in the Immuta DPA available on the [Immuta Trust Site](#)) including Protected Health Information as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103) or any other health data; or (viii) to buy, sell, or transfer API keys from, to or with a third party.
- b. Immuta reserves the right to disable or degrade Customer’s access to Immuta AI in its sole discretion, with or without notice to Customer, to ensure optimal performance and fair use across all Immuta customers.
- c. Customer will ensure that Customer’s Input and use of Immuta AI and Output will not: (i) violate any applicable law, including any local, regional, or national prohibition of such technology; (ii) violate these AI Terms or the Agreement; (iii) violate any restrictions as set forth in the Agreement or our [Terms of Service](#); or (iv) infringe, violate, or misappropriate any of Immuta’s rights or the rights of any third party.

5. Improving Immuta AI. Immuta does not use Customer Data or permit others to use Customer Data to train the machine learning models used to provide Immuta AI functionality. Customer's use of Immuta AI functionality does not grant Immuta any right or license to Customer Data to train Immuta's machine learning models.
6. New Features. Immuta may introduce new Immuta AI features and functionality from time to time that are considered part of the Service, but it is under no obligation to do so. When doing so, Immuta may modify the AI Terms to incorporate such additional features and functionality.
7. Service Level Terms. Notwithstanding anything to the contrary in the Customer's Agreement or any Service Level Terms agreed to thereunder, if applicable, downtime of Immuta AI that results from a failure of a third-party service will not be included in the availability and downtime calculations.
8. Third Party Provider Policies. Immuta AI is provided by a third party, AWS Bedrock, through an API. If the Customer chooses to use the Immuta AI features, the Customer may not do so in a manner that violates any AWS policies, including its [Acceptable Use Policy](#).
9. WARRANTY DISCLAIMER. IMMUTA DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF IMMUTA AI OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH IMMUTA AI. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA OBTAINED THROUGH THE USE OF ANY IMMUTA AI FEATURE IS DONE AT ITS SOLE RISK. CUSTOMER SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT-CHECKING THEIR ACCURACY. OUTPUT THAT APPEARS ACCURATE BECAUSE OF ITS DETAIL OF SPECIFICITY MAY STILL CONTAIN MATERIAL INACCURACIES. IMMUTA AI CANNOT DYNAMICALLY RETRIEVE INFORMATION, AND OUTPUT MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM IMMUTA OR THROUGH IMMUTA AI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. ADDITIONALLY, IMMUTA DOES NOT MAKE ANY WARRANTIES THAT THE IMMUTA AI WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT CUSTOMER'S USE OF THE IMMUTA AI WILL MEET CUSTOMER'S EXPECTATIONS. IMMUTA RESERVES THE RIGHT TO CHANGE ANY PART OF IMMUTA AI AT ANY TIME WITHOUT NOTICE OR COMPENSATION TO CUSTOMER.
10. Indemnification. Customer agrees to indemnify, defend, and hold Immuta and its licensors harmless against any claims, actions, damages, liabilities, costs and expenses related to (a) use of the Immuta AI in violation of these AI Terms (including violation of AWS Bedrock policies set forth above) and (b) Input.
11. Miscellaneous. Customers may from time to time provide Immuta with suggestions, comments, recommendations, and/or feedback regarding Immuta AI ("Feedback"). Any and all Feedback the Customer provides is and shall be given entirely voluntarily and without compensation. As between the Parties, all Feedback shall be exclusively owned by Immuta and Immuta shall be freely entitled to reproduce, prepare derivative works of, disclose to third persons, display and perform (publicly or otherwise), sell, lease, license, distribute, and otherwise use and exploit any and all such Feedback, at its sole discretion, without obligation or liability of any kind to Customer or to any other person.