



Netigate AI Supplemental Terms

- Scope and applicability:** These AI Supplemental Terms ("**AI Supplemental Terms**") apply to the features which incorporate artificial intelligence (AI) models or large language models (LLM) tools (each an "**AI Feature**") supplied by Netigate. Examples of how such AI functionality and features are used in the Services include (but are not limited to): to swiftly identify patterns in data and help explain them to the Customer, to articulate trends as insights, to match insights to a database of actions and to suggest actionable steps. AI functions are hosted on Microsoft Azure servers within the EU (agreed geographical location: W. Europe). The Customer, desiring to utilise such Services, agrees to adhere to these AI Supplemental Terms as part of the broader Agreement. The Customer's use of the Services indicates authorised acceptance of these AI Supplemental Terms.
 - Data Ownership and Use:** The Customer retain ownership of their data. Netigate does not use Customer's personal data to train AI models or share Customer's personal data with any third parties for training purposes. Netigate shall not "opt in" to using Customer data to train foundational models.
 - Accuracy and Limitations:** While Netigate strives to employ responsible AI models and safeguards to ensure safe data input and output, Netigate expressly disclaims any warranties (express or implied) and any responsibility for the accuracy, safety, quality or inclusiveness of the AI Features, or for the Customer's implementation of the output. This includes that Netigate does not warrant that an AI Feature does not infringe upon the rights of a third party. The Customer is solely responsible for evaluating the output of an AI Feature, including any insights or recommendations, and for any actions or decisions based on the output.
 - Privacy and Security:** Personal data of the Customer is handled in accordance with the DPA between the Parties. Netigate shall always have a contract including a DPA in place with any third-party provider of AI functions.
 - Service Levels:** Access to AI Features are provided on an as-is and as-available basis. While Netigate strives for continuous availability, AI Features may be subject to downtime. Service level commitments between Netigate and the Customer are not applicable.
 - Compliance, Restrictions and Fair Use:** Customer's use of AI Features must comply with all applicable laws, regulations, and Netigate policies. The Customer warrants that the data the Customer inputs into an AI Feature was lawfully obtained and does not infringe upon the rights of a third party. AI Features may be subject from time to time by fair use policies implemented by a third-party provider of the AI functionality. Microsoft Azure's terms can be found at [Microsoft Product Terms](https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/MCA#ServiceSpecificTerms) (<https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/MCA#ServiceSpecificTerms>). Usage exceeding the agreed limits may require an upgrade or additional fees.
 - Indemnification:** The Customer agrees to indemnify Netigate against claims related to the use of AI Features.
 - Changes to Terms:** Netigate reserves the right to modify these terms. The Customer will be notified of significant changes according to the Netigate Terms of Service.
 - Termination:** The duration of these AI Supplemental Terms is tied to and coterminous with the Agreement between the Customer and Netigate. These AI Supplemental Terms shall become effective upon the Effective Date of the Agreement and shall remain in effect for the duration of the Agreement. These AI Supplemental Terms are not severable and cannot be terminated independently of the Agreement. Termination of the Agreement, for any reason, shall automatically result in the termination of these AI Supplemental Terms.
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