



AI FEATURES TERMS AND CONDITIONS

AI Features are subject to (i) the terms and conditions herein, and (ii) the master agreement previously agreed to by your organization (“**Customer**”), or if none, then to the master agreement available at <https://bluecatnetworks.com/license-agreements> (as applicable, together with these terms and conditions, the “**Agreement**”). Capitalized terms used but not defined in these terms and conditions shall have the meaning set out in the Agreement. These terms and conditions apply to all AI Features within the BlueCat Offerings and supplement the Agreement. In the event of a conflict with the Agreement, these terms and conditions control solely with respect to AI Features.

1. Definitions.

- (i) “**AI Features**” means any functionality in the BlueCat Offerings that uses artificial intelligence or machine learning (including large language models) to generate, analyze, classify, summarize, recommend, predict, or otherwise process information.
- (ii) “**AI Provider**” means any third-party service BlueCat engages to provide or support AI Features.
- (iii) “**BlueCat Offerings**” means the products or services made available by BlueCat, including any AI Features.
- (iv) “**Customer Data**” means data or information provided by Customer to BlueCat through access or use of the BlueCat Offerings and excludes Telemetry Data.
- (v) “**Input**” means content, data, prompts, instructions, or other material that Customer or Customer’s authorized users provide to, or make available for processing by, AI Features.
- (vi) “**Output**” means content or results generated or returned by AI Features based on the Input.
- (vii) “**Telemetry Data**” means the usage, performance, telemetry, technical, systems and similar data associated with use or performance of the BlueCat Offerings, as described in the Telemetry Data Sheet available at <https://trustcenter.bluecatnetworks.com>.

2. **Transparency; Enablement.** BlueCat may make AI Features available as part of BlueCat Offerings. Where reasonably practicable, the BlueCat Offerings will indicate when Customer’s authorized users are interacting with an AI Feature. Customer is responsible for configuring any administrative controls BlueCat makes available to enable/disable AI Features for authorized users.

3. **Data.** As between Customer and BlueCat, ownership rights in Inputs and Outputs shall belong to Customer. BlueCat will process Inputs and Outputs only to provide or administer the applicable BlueCat Offering. BlueCat will not use Inputs or Outputs to train or improve generalized models, other than to provide the functionality of the AI Features to Customer. Telemetry Data may be hosted and otherwise processed by or on behalf of BlueCat, its affiliates or third-party service providers in connection with delivery of the BlueCat Offerings and for BlueCat’s own internal purposes.

4. **Third-Party AI Providers.** BlueCat may provide the AI Features using one or more AI Providers. Inputs and Outputs will be shared with the AI Providers and will be processed by the AI Providers to enable use of the AI Features. BlueCat will ensure such AI Providers are bound by obligations of confidentiality, data security, and restricted processing that are at least as protective as those set out in these terms and conditions, including restrictions prohibiting the AI Provider from using Customer Data to train generalized models. Customer’s use of the AI Features is subject to the applicable usage policies of the AI Providers as set out in the BlueCat Offering’s documentation.

5. **Accuracy.** AI Features may generate Output that is inaccurate or contain errors and will depend on the Inputs provided by Customer. Customer is solely responsible for (i) evaluating the accuracy and appropriateness of any Output, and (ii) decisions or actions taken in reliance upon the Output. This subsection supplements (and does not limit) the warranty disclaimers and limitations of liability in the Agreement.

6. **Prohibited and Sensitive Inputs; Restricted Use.** Customer will not submit or make available to any AI Features any Input that is subject to heightened legal or regulatory protection (e.g., health, financial, biometric, or other special categories of data). Customer will not attempt to derive model weights, training data or source code, or otherwise use the AI Features to develop or improve a similar or competing artificial intelligence service.

7. **High-Risk Use.** AI Features are not designed for, and Customer will not use them in connection with, high-risk or life-critical use cases. AI Features are not designed for uses classified as “unacceptable risk” under the EU Artificial Intelligence Act and are not intended to be deployed as “high-risk” systems under artificial intelligence laws.