

AI TERMS EXHIBIT

LeanIX and Customer entered into an Agreement for the provision of LeanIX Subscription Services (“**Agreement**”). These AI Terms (“**Terms**”) apply to artificial intelligence features and technologies provided with LeanIX Subscription Services (“**AI Technology(ies)**”). As used herein, “**Output**” means any content generated by AI Technology as output, based on the data provided to the AI Technology, including Customer Data, and the data used to train the AI Technology. Any terms not defined herein, shall have the same meaning specified in the Agreement.

1. Acceptable use

- 1.1. Customer will use the AI Technologies responsibly, safely, and in a legally compliant manner, and will not use the AI Technologies to:
 - 1.1.1. Promote or facilitate any illegal activities or unlawful actions;
 - 1.1.2. Facilitate any fraudulent actions;
 - 1.1.3. Attempt any unauthorized access to a system, property, or information;
 - 1.1.4. Generate any content that contains or promotes violence, hate speech, or harassment, or insults or demeans any person;
 - 1.1.5. Generate sexually explicit content;
 - 1.1.6. Distribute malware or spam;
 - 1.1.7. Contravene any regulatory safety policies;
 - 1.1.8. Track people without consent;
 - 1.1.9. Falsely impersonate any individual; or
 - 1.1.10. Mine cryptocurrency.
- 1.2. Customer will use the AI Technologies in compliance with the Documentation, as updated from time to time. LeanIX may limit or suspend access to the Output or the AI Technologies in the event these Terms are violated or for non-compliance with the Documentation.
- 1.3. Customer will not circumvent or bypass any protective measures made available by LeanIX or a third-party, including but not limited to those intended to help prevent copyright infringement, data breaches, or security incidents.
- 1.4. Customer will not (i) use the AI Technologies or the Output to develop, train, or improve other AI services or AI models, unless explicitly permitted by LeanIX, or (ii) use web scraping, web harvesting, or web data extraction methods to extract data from the AI Technologies or Output.
- 1.5. Customer will not process any health information protected by the Health Insurance Portability and Accountability Act (including any implementing regulations and as amended from time to time) (collectively, “HIPAA”) or similar regulations that control the use of medical data by AI Technologies.

2. Output

- 2.1. Notwithstanding any recommendation contained within the Output, reliance on the Output is in Customer’s discretion. Customer will assess the Output (including by code scanning, security scanning, human review, and human oversight and correction) before further using or relying on the Output for any purpose. Customer will also utilize any review tools and filtering options that LeanIX makes available.
- 2.2. Customer acknowledges that AI Technologies consist of emerging technologies and, given the nature of such AI Technologies, their use may result in incorrect, biased, unfair, or inaccurate Output and/or Output that may be nonsensical or untruthful in relation to certain sources.
- 2.3. Customer acknowledges and agrees that (i) Output may not qualify for intellectual property protection; (ii) similar or the same Output may be produced by AI Technologies to similar requests from different customers, and (iii) Customer’s rights to Output may not be enforceable against other users of the AI Technologies. For the purpose of these Terms, Customer’s ownership in the Output is subject to LeanIX’s and/or its licensor’s ownership rights in the Subscription Service, Documentation, and data used to train the AI Technologies (“Pre-Existing Materials”). Customer is granted a license to use, and only will use, the Pre- Existing Materials in the Output to the same extent as Customer is permitted to use the Subscription Service.
- 2.4. LeanIX’s indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technologies, but not to the Output.

3. **Additional terms**

- 3.1. Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of AI technologies is evolving. If a change in law or the interpretation of a competent court or authority results in (i) LeanIX not being able to offer an AI Technology or (ii) Customer not being able to use the AI Technology in a legally compliant manner, LeanIX may reduce the scope of use (e.g., if the use of an AI Technology becomes prohibited, LeanIX may cease offering the AI Technology in a given country) or remove the AI Technology altogether. The same applies where LeanIX can no longer provide an AI Technology licensed from a third party, because such third party discontinues availability of the AI Technology or changes its service terms or documentation in contradiction to the Agreement or another way that prevents LeanIX from further offering the AI Technology.
- 3.2. Certain AI Technologies may include AI models, technologies or features licensed from third parties that require LeanIX to pass through additional terms. Customer will comply with such pass-through terms as made available by LeanIX at <https://www.leanix.net/en/legal/commercial> (or any successor website, as communicated by LeanIX), within the Documentation, or otherwise, and as updated from time to time. When LeanIX introduces new AI Technologies, LeanIX may provide additional terms or make updates to the terms, that apply to Customer's use of those AI Technologies.
- 3.3. As of the release date of these Terms, the AI model(s) relied upon by LeanIX to provide the AI Technologies are the Microsoft Azure OpenAI Service models provided by Microsoft Ireland Operations, Ltd., specifically the models "gpt-4" and "gpt-35-turbo". LeanIX does not commit to the use of specific AI models in a Subscription Service even if Customer may be able to choose between different AI models when using the Subscription Service. LeanIX reserves the right to add, remove, or exchange AI models, in its sole discretion, at any time.

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