

OpenText products and services (collectively, the “**Services**”) may enable the use by Client of generative and/or agentic artificial intelligence features and/or components (“**AI Technology**”).

Due to the nature of AI Technology, its use may produce Output (content, results, or actions generated or produced by the AI Technology, based on data or instructions provided to the AI technology, including Client's Content (“**Input**”) that is incorrect, biased, inaccurate, incomplete, misleading, or otherwise unreliable. It does not replace decision-making and judgement by natural individuals, and reliance on the AI Technology and its Output is at the Client's sole discretion.

Client is responsible for determining the access, data, instructions, prompts, configurations, permissions and level of human oversight and review applied when using the AI Technology.

Client Input will not be used by OT to train or fine-tune AI models unless otherwise agreed with Client. Client Input processed in connection with AI Technology will be used and retained by OT solely to the extent necessary to provide the Services.

As between Client and OT, the Outputs belong to Client, and OT makes no claim to any right of ownership in the Outputs, except for content that qualifies as pre-existing OT intellectual property.

AI Technology may include third-party artificial intelligence models and/or systems (“**Third-Party Components**”).

Where such Third-Party Components are integrated and provided by OT as part of the Services, they are provided “as is” and their use, including any processing of Inputs and Outputs by the applicable third-party provider, shall be subject to the applicable third-party provider terms made available to Client. OT does not develop, train, or control the underlying model of such components and is not responsible for their performance, inherent behavior, or underlying operation.

Where the Services enable Client to connect to Third Party Components selected and controlled by Client, including from a set of supported third party providers made available by OT, such Third-Party Components are governed solely by the agreement between Client and the relevant third-party provider. OT does not provide such Third-Party Components and is responsible only for enabling technical integration within the Services, including where the relevant Outputs are automatically processed by the Services.

Where AI Technology enables autonomous or semi-autonomous actions, Client is responsible for determining whether to enable such functionality and remains solely responsible for governing and controlling access to relevant data, systems, tools, and permissions used in connection with such actions, including where such actions are automatically processed by the Services.

OT's indemnification obligations under the Agreement do not apply to Outputs and, where AI Technology relies on Third-Party Components, apply to the Third-Party Components only to the extent corresponding protection is provided to OT by the applicable third-party provider.

OT may modify, suspend, or discontinue AI Technology, including where required by law, for security reasons, or due to third-party requirements.

Each Party shall comply with applicable laws relevant to its role in the provision, deployment, and/or use of AI Technology, including the EU Artificial Intelligence Act, where applicable. The AI Technology's intended purpose excludes any high-risk or unacceptable-risk use (as defined under applicable law, including the EU Artificial Intelligence Act). Client shall not use AI Technology outside its intended purpose.