

SECLORE – AI TERMS

AI PRODUCT TERMS AND CONDITIONS

These terms and conditions (“**AI Terms**”) govern the access to and use of Seclore’s artificial intelligence (“**AI**”)–enabled services, including the discovery feature that enables the analysis, classification, and categorisation of files and related information using automated and machine-learning-based software (collectively, the “**AI Services**”). These AI Terms also include Seclore’s privacy policy, available at [Privacy & Security Notice for Software Users | Seclore](#) (“**Privacy Policy**”), and any guidelines, additional terms, policies, or disclaimers made available or issued by Seclore, including to Customer directly, from time to time.

These AI Terms are fully incorporated into the agreement entered into between Seclore and the Customer (“**Agreement**”) and are intended to be read in conjunction with such Agreement, including any terms of the Agreement that are explicitly inapplicable to the AI Services. Capitalised terms not specifically defined in these AI Terms shall have the meanings assigned to them in the Agreement.

By accepting these AI Terms, Customer agrees to the terms and conditions specified hereunder. Both the individual who accepted these AI Terms on the Customer’s behalf (the “**Authorized Representative**”) and the Customer represent and warrant that the Authorized Representative has full legal authority to bind the Customer to the AI Terms and confirm the Customer’s agreement to be party to this binding contract. If the Authorized Representative does not have the authority to bind the Customer or does not agree with the AI Terms, please do not access or use the AI Services.

For purposes of these AI Terms, “**Seclore**” means (i) Seclore Inc., if Customer purchased Services in the United States, the European Economic Area (“**EEA**”), the United Kingdom, or Switzerland; (ii) Seclore Technologies FZ LLC, if Customer purchased Services in the United Arab Emirates (“**UAE**”) or any other country in the Middle East and North Africa (“**MENA**”) region not otherwise covered under this definition; (iii) Seclore Technologies for Cyber Security Company, if Customer purchased Services in the Kingdom of Saudi Arabia (“**KSA**”); and (iv) Seclore Technology Private Limited, if Customer purchased Services in any jurisdiction other than the United States, EEA, the United Kingdom, Switzerland, KSA and the MENA region.

1. AI Services

- 1.1 Subject to the Customer’s compliance with these AI Terms and in accordance with the Agreement entered into between Seclore and the Customer, Seclore grants the Customer a limited, non-exclusive, non-transferable, revocable licence to access and use the AI Services. Such use is limited to the Customer’s internal informational and business purposes only.
- 1.2 The service levels applicable to the AI Services shall be as provided under the Cloud SLA hosted at [Seclore Cloud Support Services and SLAs | Seclore](#). For the avoidance of doubt, the service levels, and the terms and conditions of the same, contained in the Agreement are not applicable to the AI Services at any time under any circumstances. The service levels applicable to other Seclore products shall continue to be applicable to such Seclore products.

2. CUSTOMER DATA

- 2.1 To use the AI Services, the Customer will need to upload or otherwise make available to Seclore relevant networks, files, documents, data, and information within the Customer's systems (the "**Customer Data**"), and the Customer must do so in the manner specified by Seclore from time to time.
- 2.2 By uploading or otherwise making available Customer Data to Seclore, the Customer hereby grants Seclore a limited, non-exclusive, non-transferable, non-revocable licence to access, copy, process, store, and otherwise use such Customer Data for the purpose of maintaining, modifying and improving the AI technology underlying the AI Services, unless the Customer specifically instructs Seclore not to do so. Subject to the terms of this license, the Customer retains all rights, title, and interest in and to Customer Data.
- 2.3 The Customer acknowledges and agrees that, in the course of providing the AI Services, Seclore may generate outputs, insights, classifications, analyses, and other information derived from Customer Data ("**Derived Data**"). The Customer hereby grants Seclore a limited, non-exclusive, non-transferable, non-revocable licence to access, copy, process, store, and otherwise use Derived Data for the same purposes as Customer Data, as set forth in Clause 2.2, unless the Customer specifically instructs Seclore not to do so.

3. CUSTOMER OBLIGATIONS

- 3.1 Any use of the AI Services other than as specifically authorised under these AI Terms is strictly prohibited. By using the AI Services, the Customer agrees that it shall: (a) ensure that all Users who access and use the AI Services on its behalf comply with these AI Terms; (b) be responsible for the accuracy and legality of Customer Data it provides to Seclore and not upload or otherwise provide access to files, information, or other content that infringes any Intellectual Property Right of another, lacks necessary consent from one or more Data Subjects, is illegal, inaccurate, or in violation of these AI Terms; (c) use commercially reasonable efforts to prevent unauthorised access to, or use of, the AI Services, and notify Seclore promptly of any such unauthorised access or use; (d) use the AI Services only in accordance with applicable laws; (e) not sell, resell, lend, rent, lease, distribute or otherwise transfer rights in and to the AI Services; (f) not use the AI Services to store or transmit viruses, malicious codes, malware, or any other software intended to harm or disrupt the AI Services; (g) not attempt to gain unauthorised access to the AI Services; (h) not access or use the AI Services to create competing products or services; and (i) not perform any activities including reverse-engineering, load-testing, and vulnerability-testing, which can potentially disrupt the AI Services, without Seclore's prior written consent.
- 3.2 The Customer shall ensure that all employees, personnel, or other Users that access or use the AI Services on its behalf comply with the Seclore AI Services – Acceptable Use Policy, available at [Seclore AI Services – Acceptable Use Policy | Seclore](#).

- 3.3 Seclore may suspend or restrict the Customer's access to the AI Services where Seclore reasonably determines that such suspension or restriction is necessary to prevent misuse of the AI Services, address security or legal risks, or comply with applicable law.

4. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 4.1 **"Intellectual Property Rights"** shall mean any and all intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, know-how, inventions, domain names, and related rights, as well as all applications, renewals, and protections for these rights, anywhere in the world, whether registered or unregistered, and including but not limited to when those intellectual property rights are attached to software, source code, object code, databases, designs, AI models, algorithms, training data, prompts, parameters, or documentation.
- 4.2 All Intellectual Property Rights in and to AI Services, including all subsequent iterations, versions, and developments to AI Services, are and shall remain the exclusive property of Seclore.
- 4.3 No rights, title, or interest in and to the AI Services or any related Intellectual Property Rights are granted to the Customer, whether by implication or otherwise, except as expressly set forth under these AI Terms.
- 4.4 All Intellectual Property Rights in and to the Customer Data shall vest with the Customer, subject to the licenses to such Customer Data provided in these AI Terms.
- 4.5 Seclore shall provide the Customer an opportunity to submit feedback and provide suggestions regarding the AI Services from time to time in such manner as may be mutually agreed between Seclore and the Customer (**"Feedback"**). The Customer agrees that Seclore may, but is under no obligation to, use such Feedback to make improvements to the AI Services, create additional iterations or versions of the AI Services, and introduce such other features and products at Seclore's sole discretion. All rights, title, and interests in improvements or modifications made to the AI Services as a result of such Feedback will vest exclusively with Seclore.
- 4.6 The Services, including the AI Services, and the Software (as applicable) transmit data regarding usage of the AI Services by the Customer and Users to Seclore (the **"Usage Data"**), which Seclore uses solely for audit purposes and improving usage of the Services and/or the Software (if applicable). All rights, title, and interests in the Usage Data will vest exclusively with Seclore.

5. DISCLAIMERS

- 5.1 EXCEPT AS EXPRESSLY SET OUT IN THESE AI TERMS, THE AI SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SECLORE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

- 5.2 The Customer acknowledges that the AI Services produce AI-generated outputs, which reflect the results of the AI-driven labelling and classification of Customer Data, and also involve the provision of associated insights and recommendations to help the Customer mitigate security risks (together, the “**AI Outputs**”). It is the Customer’s responsibility to verify AI Outputs before incorporating, using, or otherwise relying upon such AI Outputs in any way. Notwithstanding anything to the contrary, Seclore disclaims any warranty that AI Outputs will be accurate, error-free, complete, fit for a particular purpose, or meet the Customer’s requirements, and the Customer uses and relies on them at its own risk. Without limiting the foregoing, Seclore shall have no liability for any decisions made or actions taken by the Customer based on AI Outputs, and if the Customer relies on the AI Outputs to implement security measures or undertake any function using other Seclore products and offerings, Seclore shall not be liable in this regard, under these AI Terms or otherwise.
- 5.3 Third-Party Services. The use of the AI Services may require Customer to access or use features, content, components, documents, or information owned by, licensed to, or otherwise made available by a third party, or contain links to third-party services (“**Third-Party Services**”). The Customer acknowledges that those Third-Party Services are the responsibility of the third party that created or provided them and that the Customer’s use of such Third-Party Services is at the Customer’s own risk. Seclore makes no representations and excludes all warranties and liabilities arising from or relating to Third-Party Services, including their accuracy or completeness. All Intellectual Property Rights in and to Third-Party Services remain the property of the respective third parties.

6. DATA PROTECTION

- 6.1 To the extent Seclore Processes Personal Data, as defined in Seclore’s Data Processing Addendum (“**DPA**”), in connection with the AI Services, such processing shall be governed by Seclore’s DPA, available at [Seclore Controller-Processor Data Processing Addendum | Seclore](#), which is incorporated into these AI Terms by reference.
- 6.2 To the extent applicable, unless the Customer has entered into a business associate agreement (“**BAA**”) with Seclore in accordance with applicable law, including the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Customer agrees (a) not to upload or otherwise make available to Seclore, including to the AI Services, any data regulated by HIPAA (“**HIPAA Data**”), and (b) that Seclore will not be liable for any processing of such HIPAA Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into these AI Terms and is subject to its terms.
- 6.3 In the event of any conflict between these AI Terms and the DPA, the DPA shall prevail solely with respect to the Processing of Personal Data (as defined in the DPA).

7. TERMINATION

- 7.1 These AI Terms shall be terminated if the Customer terminates the AI Services in accordance with the terms of the Agreement entered into between Seclore and the Customer.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1 In the event of a suit against Customer for use of the AI Services, in accordance with the terms and conditions of these AI Terms, based upon a claim that the AI Services infringe any valid patent, trademark or copyright, or cause a misappropriation of any trade secret and subject to the limitations set forth in this Clause 8, Seclore shall defend and indemnify Customer and pay costs and damages finally awarded in any such suit or agreed in any settlement provided that, Seclore is promptly notified in writing of such claim and provided further that as a condition precedent to its indemnification obligation, Seclore shall have the exclusive right to control such defence or settlement, and Customer shall provide reasonable assistance (at Seclore's expense) in defence of the same. Customer may retain counsel, at its expense, to participate in the defence and settlement of any such claim. In no event shall Customer settle any claim, lawsuit, or proceeding or make any admission of liability without Seclore's prior written approval. The foregoing indemnity obligation shall not extend to any claims of infringement arising out of or related to: (a) the combination, operation or use of the AI Services with any other products or services not supplied by Seclore, including without limitation Customer Applications or Third Party Applications, where such combination, operation or use is the cause of such infringement; (b) modification of the AI Services that was not made by Seclore or that was undertaken at the request of, or direction of, the Customer; (c) Customer's use of the AI Services in a manner that does not comply with these AI Terms or is not authorised by Seclore; (d) any claims for damages arising after Seclore's notice to Customer that Customer should cease use of the AI Services; or (e) failure of Customer to use upgraded or modified AI Services provided by Seclore to avoid infringement.
- 8.2 Neither Seclore nor the Customer shall be liable to the other for any damages other than direct damages, including consequential, indirect, special, exemplary, or punitive damages, or any lost revenues or lost profits, even if advised of the possibility of such damages.
- 8.3 Notwithstanding anything to the contrary, each party's total aggregate liability under these AI Terms or in connection with the AI Services shall not exceed the Fees paid to Seclore in the 12 (twelve) months preceding the date on which the claim arose. Provided however, that the limitations set forth in this Clause shall not apply to any claim arising under these AI Terms: (a) due to a party's gross negligence, willful misconduct, fraud or fraudulent misrepresentation or (b) that cannot be limited by applicable law.

9. NOTICES

- 9.1 Any notice or other communication in connection with the AI Terms shall be in writing in English and shall be deemed sufficiently given or served to Seclore if delivered or sent to the address listed on Seclore's website, which is available at www.seclore.com, and shall be addressed to the "Legal Department".

- 9.2 Without prejudice to the foregoing, any notice shall conclusively be deemed to have been received upon receiving successful transmission report, if sent by post or international overnight courier, 7 (seven) days from the time of posting, if sent by airmail, at the time of delivery, if delivered by hand or if sent by email, 1 (one) day from the date of the email.

10. CHANGES TO THE AI SERVICES AND THESE AI TERMS

- 10.1 Seclore may modify, update, enhance, or discontinue the AI Services or any part thereof from time to time, including by adding or removing features or functionality.
- 10.2 Seclore may update or modify these AI Terms from time to time upon providing prior notice to the Customer at least 7 (seven) days before the update or modification goes into effect. The Customer's continued access to or use of the AI Services after the effective date of any such update constitutes the Customer's acceptance of the updated AI Terms.

11. MISCELLANEOUS

- 11.1 Governing Law and Dispute Resolution: These AI Terms shall be governed by, and disputes arising under them shall be resolved in accordance with, the governing law and dispute resolution provisions set out in the Agreement between Seclore and the Customer.
- 11.2 Severability, Survival, and Entire Agreement: If any provision of the AI Terms is or becomes invalid, illegal, or unenforceable, in whole or in part, the provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable, without affecting the validity, legality, or enforceability of the rest of the AI Terms. The expiry or termination of the AI Terms shall not affect the survival of Clauses intended to survive expiry or termination. These AI Terms constitute the entire understanding between Seclore and the Customer relating to their subject-matter and supersede all prior agreements or understandings.
- 11.3 Order of Precedence: If the Customer avails Seclore's other services along with the AI Services, these AI Terms shall be read in conjunction with any agreement entered into for the provision of such other services by Seclore. In the event of inconsistencies or conflicts between the provisions of these AI Terms and any other agreement(s) entered into for the provision of services by Seclore, these AI Terms shall take precedence.