TRICENTIS AI SOLUTIONS PRODUCT-SPECIFIC TERMS

Your use of Tricentis AI Solutions (as defined below) is subject to the Tricentis General Terms of Use available at: https://tricentis.com/legal-information/general-terms-of-use/ (the "**General Terms**") and these Tricentis AI Solutions Product-Specific Terms (the "**AI Solution Terms**"). With respect to the use of Tricentis AI Solutions, these AI Solution Terms supplement and supersede any conflicting terms in the General Terms or any signed agreement between the parties. Any capitalized terms used but not defined below have the meanings in the General Terms.

1. **Definitions**. The following additional definitions apply:

    1.1. "**Inputs**" means all Customer Content that Customer provides, designates, selects, prompts or inputs for use by a Tricentis AI Solution to generate or customize an output. Inputs are Customer Content. Inputs do not include Service Data.

    1.2. "**Metaprompts**" means instructions coded into a Tricentis AI Solution or third-party technology used in a Tricentis AI Solution that provide directions to the service for generating Output Content.

    1.3. "**Output Content**" means any data, text, sound, video, image, code, or other content generated by a Tricentis AI Solution. Output Content is Customer Content. Output Content does not include Service Data.

    1.4. "**Tricentis AI Solutions**" means any products or features made available by Tricentis that use generative artificial intelligence technologies to generate outputs, including, but not limited to, Tricentis Test Management for Jira and any products or features that are identified as "Assistants" or "Copilots."

2. **Restrictions on Use**.

    2.1. **General.** Your use of Tricentis AI Solutions is subject to the restrictions on the use of Products and Offerings set forth in the General Terms, and the restrictions on use of Tricentis AI Solutions set forth in this section.

    2.2. **No Use in High-Risk Applications.** You and your Users will not use, and will not allow third parties to use, Tricentis AI Solutions in a system or application where the use of or failure of such system or application developed or deployed with the use of Tricentis AI Solutions could result in the death or serious bodily injury of any person, or to severe physical or environmental damage. Customer is solely responsible for ensuring that systems and applications developed with the use of Tricentis AI Solutions include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements. **Tricentis will not be liable to Customer or any third party, in whole or in part, for any claims or damages arising from the use of Tricentis AI Solutions with high-risk systems and applications.**

    2.3. **No Disruption**. You and your Users will not, and will not allow third parties to, try to gain unauthorized access to a Tricentis AI Solution or third-party technology used in a Tricentis AI Solution or disrupt any service, device, data, account or network related to delivery of a Tricentis AI Solution or third-party technology used in a Tricentis AI Solution. You will not, and will not allow third parties to disable, evade, disrupt or interfere with content filters, restrictions in Metaprompts, or other safety systems that are part of a Tricentis AI Solution or third-party technology used in a Tricentis AI Solution.

    2.4. **No Infringement**. You and your Users will not, and will not allow third parties to, modify, use or distribute Output Content in a manner that you know, or should know, is likely to infringe or misappropriate any proprietary right of a third party.

    2.5. **No Training or Competitive Use**. You and your Users will not use, and will not allow third parties to use, Tricentis AI Solutions, Output Content or data from the Tricentis AI Solutions to create, train, or improve (directly or indirectly) an AI service or model or a product or service that is similar or competitive to a Tricentis AI Solution or third-party technology used in a Tricentis AI Solution.

    2.6. **No Data Extraction**. You and your Users will not use, and will not allow third parties to use, web scraping, web harvesting, or other data extraction methods to extract data from a Tricentis AI Solution or third-party technology used in a Tricentis AI Solution.

2.7. **No Sensitive Customer Content**. You agree not to transmit Sensitive Personal Information to the Tricentis AI Solutions as Inputs or otherwise make Sensitive Personal Information available to Tricentis or its service providers in connection with the use of a Tricentis AI Solution unless its processing is expressly supported in a written agreement between you and Tricentis.

2.8. **Other Prohibited Uses.** You and your Users will not, and will not allow third parties to, use Tricentis AI Solutions for: (a) surveillance in private places; (b) facial recognition in public places or by law enforcement agencies; (c) collecting or processing biometric information without the consent of the subject; (d) falsely impersonating any individual; (e) conducting activities that infringe on or violate the rights of others; (f) mining cryptocurrency; (g) generating illegal content; (h) facilitating fraud; (i) violating any applicable law including, but not limited to, the General Data Protection Regulation (GDPR), the California Privacy Rights Act (CPRA), any other US state privacy law, the Health Insurance Portability and Accountability Act (HIPAA) and any laws or regulations relating the use of generative artificial intelligence, as may be adopted and amended by relevant authorities from time to time.

2.9. **No Representation that Output Content is Human-Generated**. You and your Users will not, and will not allow third parties to, represent that Output Content from Tricentis AI Solutions was human-generated.

2.10. **Third-Party Terms**. Tricentis AI Solutions may incorporate technology from third party providers that require Tricentis to pass through additional terms to our customers. In your use of Tricentis AI Solutions, you acknowledge and agree to comply with, and to require each of your Users' to comply with, the policies available at: https://www.tricentis.com/legal-information/third-party-ai-policies, as updated from time to time.

2.11. **Use and Abuse Monitoring**. You acknowledge and agree that your Inputs and Output Content may be temporarily stored and monitored by Tricentis and Microsoft to prevent abusive or harmful uses or outputs. You acknowledge and agree that Tricentis may monitor your use of the Tricentis AI Solutions for compliance with applicable limits on use. If Tricentis determines your use exceeds applicable limits, Tricentis will invoice you for fees related to the excess use.

3. **Additional Terms**

3.1. **Ownership of Inputs and Output Content**. To the extent permitted by law, you retain all right, title, and interest to your Inputs and Output Content including Intellectual Property Rights. You grant to Tricentis a worldwide, limited license to use, and consent to process, Input and Output Content during the Term to provide the Offerings and as expressly permitted under these AI Solution Terms. You agree that Tricentis may analyze and use your Inputs, Output Content and any Feedback you provide related to a Tricentis AI Solution to provide features, improve the Offerings and develop new features, products and services. You agree and represent and warrant to Tricentis that you have all rights and permissions necessary to use the Inputs to generate Output Content and to grant us the rights provided in these AI Solution Terms. You are solely responsible for providing any legally adequate notices to and obtaining any consents from individuals and all third parties for Tricentis to perform its rights and obligations under these AI Solution Terms. You further acknowledge and agree that (i) Output Content may not qualify for intellectual property protection; (ii) similar or the same Output Content may be produced by Tricentis AI Solutions to similar requests from different customers, and (iii) your rights to Output Content may not be enforceable against other users of the Tricentis AI Solutions.

3.2. **Indemnification.** Tricentis's indemnification obligations, to the extent provided in the General Terms, shall apply to the Tricentis AI Solutions, but not to Output Content.

3.3. **Disclaimers**. Artificial intelligence and machine learning are rapidly evolving fields of study. Tricentis AI Solutions may use artificial intelligence and machine learning models that generate predictions based on patterns in data and generate output that is probabilistic in nature. Tricentis AI Solutions may generate incorrect information or instructions or reflect biases due to the data or nature of how the model was trained. Customer should employ human review and oversight to evaluate output for accuracy, completeness, reliability and fairness and to ensure output is appropriate for Customer's intended use case. Output Content that is generated code may behave unexpectedly or contain security vulnerabilities and requires analysis, testing and validation by a qualified developer. Code comments provided may not accurately represent the generated code's behavior. Customer should employ human review and oversight by a qualified developer of AI generated code to ensure that it is fit for its intended purpose. **To the extent permitted by law, Tricentis disclaims all representations and warranties, whether express, implied, statutory, or otherwise, and will have no liabilities or obligations with respect to the output that Customer receives when using the Tricentis AI Solutions.**

3.4. **Suspension**. Tricentis may immediately suspend or terminate your access to a Tricentis AI Solution if Tricentis has a reasonable basis to believe that your Output Content or your use of a Tricentis AI Solution or Output Content violates the General Terms or these AI Solution Terms.

3.5. **Government Customers**. If Customer is using a Tricentis AI Solution on behalf of the U.S. Government or other government organization ("**Government Customer**") and these AI Solution Terms fail to meet the government's needs or are inconsistent

in any respect with applicable law or government user contract terms, Customer must immediately discontinue its use of the Tricentis AI Solution. If Customer is a Government Customer, Government Customer represents and warrants that it has accepted these AI Solution Terms, and has capacity to bind the Government Customer. If the Government Customer user does not have authorization to bind the organization, or does not accept these AI Solution Terms, then Government Customer must not (and has no right to) use the Tricentis AI Solution. These AI Solution Terms will control in the event of conflict with other terms of service applicable to use of Tricentis AI Solutions by the Government Customer. Government Customers are solely responsible to confirm with their organization's authorized representative that acceptance and usage of the Tricentis AI Solutions is permissible.

3.6. **Changes to Tricentis AI Solutions**. If a change in law or the interpretation of a competent court or authority results in Tricentis not being able to offer a Tricentis AI Solution or Customer not being able to continue to use a Tricentis AI Solution in a legally compliant manner, Tricentis may reduce the scope of use or discontinue the Tricentis AI Solution at its sole discretion. Tricentis reserves the right to add, remove, or exchange AI models, in its sole discretion, at any time.

3.7. **Limited Use Licenses**. If a Tricentis AI Solution is provided to you for free or prior to general commercial availability, Section 2.7 of the General Terms apply to your use of the Tricentis AI Solution.

3.8. **Order of Precedence**. In the event of a conflict, the order of precedence will be: (1) these AI Solution Terms, (2) the General Terms, and (3) a signed agreement between the parties.