

AI Addendum



TermScout Certified Contract



AI Addendum

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This AI Addendum supplements PowerPlan's SaaS Standard Terms and Conditions currently posted at <https://powerplan.com/legal> ("Standard Terms") and governs Client's use of AI Features (as defined in the Standard Terms). This AI Addendum becomes effective when Client enables the AI Features ("Effective Date"). Capitalized terms have the meanings set forth in the Standard Terms. In the event of conflict, this AI Addendum controls with respect to AI Features.

1. DEFINITIONS.

- 1.1. "Input" means any natural language statement, SQL request, prompt, query, or content that Client provides to the AI Features.
- 1.2. "Output" means any content, response, or result generated by the AI Features.

2. POWERPLAN COMMITMENTS.

PowerPlan is committed to responsible development of AI Features, including: (a) designing AI Features with accountability mechanisms and human oversight for critical decisions; (b) implementing data governance practices to promote quality and mitigate bias in Output; (c) striving for transparency regarding AI Feature functionality; and (d) adhering to the privacy and security commitments in the DPA and Security Policy for all Input and Output. **PowerPlan will not use Hosted Data to train, retrain, or fine-tune AI Features for other customers or general commercial purposes without Client's explicit consent.**

3. CLIENT RESPONSIBILITIES.

Client acknowledges and agrees that: (a) Client remains solely responsible for its financial decisions, tax filings, and business operations regardless of any Output, and the AI Features are tools to augment, not replace, Client's professional judgment; (b) Client is responsible for reviewing and validating all Output before relying upon it; (c) Client shall ensure Hosted Data provided to AI Features is accurate, complete, and obtained in compliance with applicable laws and Client's internal policies; (d) to the extent Client authorizes AI Features to autonomously perform actions or interact with external systems and data, Client is responsible for evaluating, enabling, and authorizing such access and connections, for the actions and outcomes thereof, and for maintaining human oversight; (e) Client shall not use AI Features to make fully automated decisions affecting individual rights or having legal effect on individuals without ensuring compliance with applicable laws, including requirements for human review; (f) Client shall not disable or interfere with any AI Feature content filters or safety systems; (g) Client shall not misrepresent Output as human-created or remove AI-generation markings, and Client will promptly cease using, displaying, or distributing any Output upon receiving a claim or notice that such Output violates a third party's intellectual property rights; (h) Client shall not use AI Features for prohibited practices under the EU AI Act, high-risk uses, or any use that is unsafe, critical, or hazardous; and (i) Client shall not use AI Features or Output to develop, train, re-train, fine-tune, test, improve, or enhance products or services that compete with the SaaS.

4. OWNERSHIP.

PowerPlan claims no ownership of Input or Output, except that PowerPlan retains all Intellectual Property Rights in the SaaS and derivative works thereof. Client retains all ownership of Hosted Data contained in Input or Output. Client acknowledges that similar or the same Output may be produced for different customers.

5. DISCLAIMERS RELATED TO THE AI FEATURES.

THE FOLLOWING APPLY TO AI FEATURES: (A) POWERPLAN DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, OR ERROR-FREE NATURE OF ANY OUTPUT; (B) AI FEATURES DO NOT CONSTITUTE TAX, ACCOUNTING, LEGAL, OR FINANCIAL PROFESSIONAL ADVICE AND DO NOT CREATE A FIDUCIARY RELATIONSHIP; AND (C) POWERPLAN MAKES NO REPRESENTATIONS THAT AI FEATURES WILL RESULT IN SPECIFIC FINANCIAL OUTCOMES, TAX SAVINGS, OR IMPROVED BUSINESS PERFORMANCE.

6. UPDATES AND MODIFICATIONS TO AI FEATURES.

PowerPlan reserves the right to update, modify, enhance, or discontinue certain AI Features at its sole discretion. PowerPlan will use commercially reasonable efforts to notify Client of any material changes to AI functionalities that may impact Client's use of the SaaS.

7. VERSION UPDATES.

PowerPlan may update this AI Addendum from time to time due to business changes, legal and regulatory changes, technological advances, security updates, and customer feedback. PowerPlan will provide Client with a mechanism to obtain notice of updates. PowerPlan will make available a summary of updates (currently posted at <https://powerplan.com/legal/ai-addendum-whats-changed>); however, Client is responsible for reviewing any changes to this AI Addendum. The updated version will become effective upon the start of the next Additional SaaS Term unless agreed otherwise in writing.