

# Supplemental AI Terms and Conditions

*[Last Updated by DFIN: May 10, 2025]*

These Supplemental AI Terms and Conditions (“AI Terms”) supplement the DFIN Standard Terms and Conditions (the “Standard Terms”), and are hereby incorporated by reference therein. By accessing or using the AI Features, Customer and its Permitted Users agree to these AI Terms. If Customer or any of its Permitted Users do not agree to these AI Terms, then Customer and its Permitted Users are not allowed to access and use, and shall not access and use, the AI Features.

## 1. DEFINITIONS

Capitalized terms shall have the meanings set forth in these AI Terms or elsewhere in the Agreement.

1.1. “AI Feature” means any feature, functionality, or component of the Services that incorporates or otherwise uses AI Technology.

1.2. “AI Output” means new information, data, or other content created or generated by an AI Feature in response to an input of Customer Data by Customer or its Permitted Users, but expressly excluding Usage Data.

1.3. “AI Provider Terms” means the terms and conditions that apply to Third-Party AI Materials, including any commercial terms, open-source licenses, end-user agreements, privacy and security policies, and terms of use of the applicable Third Parties.

1.4. “AI Technology” means any machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, and any software implementations of any of the foregoing, capable of generating various types of content (including text, images, video, audio, computer code, decisions, analysis, predictions or recommendations) based on user-supplied prompts.

1.5. “Third-Party AI Materials” means any product (including software or hardware), service, solution, technology, or other materials and information, including a model, data, dataset, application, or other offering, in any form or media, of a Third Party (such Third Party, “AI Provider”).

1.6. “Usage Data” means information and other data relating to Customer’s and its Permitted Users’ use of the Services and AI Features, including activity (including specific features or functions accessed), resource utilization, availability, frequency and duration of usage, and other user interaction metrics, user preferences and patterns of behavior, and any statistical or other analysis, information, or data based on or derived from any of the foregoing or technical information and metrics and other performance metrics and usage information or other data.

## 2. AI FEATURES GENERALLY

2.1. AI Terms. Without limiting other provisions of the Agreement, these AI Terms govern Customer’s and its Permitted Users’ access to and use of any AI Features, to the extent such AI Features are incorporated into or provided with or as part of the Services, and specifically excluding direct access to the same, unless otherwise expressly set forth in the Agreement. In the event of a conflict between these AI Terms and other provisions of the Agreement, these AI Terms prevail and control, but only with respect to the AI Features.

2.2. Permitted Use. Customer and its Permitted Users shall access and use the AI Features solely for its own internal business use and in compliance with: (a) these AI Terms; (b) acceptable use policies or responsible use guidelines provided by DFIN to Customer or posted on DFIN’s website from time to time; and (c) Applicable Laws and Intellectual Property Rights. For the avoidance of doubt, the requirements, restrictions and prohibitions

on access to and use of the Services set forth elsewhere in the Agreement apply to the access to and use of the AI Features. Customer's violation of these AI Terms constitutes a material breach of the Agreement.

2.3. Restrictions. Customer shall not, and shall not permit or authorize any Person, directly or indirectly to:

- (a) Copy, reverse engineer, reverse assemble, disassemble, or decompile the AI Features, or apply any other process or procedure to derive the source code or other underlying components (such as the model, model parameters, or model weights) or reproduce the training data of the AI Features;
- (b) modify or create derivative works of the AI Features;
- (c) copy any ideas, features, functions or graphics of the AI Features;
- (d) misrepresent or mislead (or attempt to misrepresent or mislead) others about the origin of AI Output;
- (e) access or use the AI Features for personal or family purposes, for the benefit of any Third Party, in a manner that threatens the security or functionality of the AI Features (including any component thereof);
- (f) access or use the AI Features or AI Output to develop, train, fine-tune, or otherwise improve any AI Technology or any other competing, substitute, or similar product or service;
- (g) access or use the AI Features or AI Output for (i) automated decision-making without human verification; or (ii) use in, or in association with, the operation of any hazardous environments or critical systems that may lead to serious bodily injury or death or cause environmental or property damage; or
- (h) access or use the AI Features to transmit, store, or process health information subject to United States HIPAA regulations (or substantially similar laws or regulations in other jurisdictions).

### 3. OWNERSHIP; LICENSES

3.1. Ownership of Customer Data. As between the Parties, Customer owns and shall retain ownership of Customer Data pursuant to the Standard Terms.

3.2. AI Output. As between the Parties, DFIN will not claim any ownership interest in the AI Outputs, to the extent that AI Output does not contain any preexisting intellectual property of DFIN, its Affiliates, or Third-Party licensors. AI Output is Customer Data. However, AI Output may not be unique to Customer or any Permitted User, and the AI Features may generate similar results across Permitted Users and Third Parties, including other customers of DFIN or other users of Third-Party AI Materials.

3.3. Use of Customer Data. Customer hereby grants to DFIN, its Affiliates, and AI Providers a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable and fully paid-up right and license to copy, store, host, display, transmit, process, and otherwise use Customer Data to (a) provide the AI Features; (b) perform or facilitate the performance of the Services using AI Technology; (c) perform DFIN's obligations and exercise DFIN's rights under the Agreement, and (d) improve and enhance the AI Features or the Services; provided that, as part of DFIN's confidentiality obligations, DFIN will not use Customer Data to train foundation models used to provide the AI Features to DFIN's other customers, unless expressly stated otherwise in the Documentation or otherwise agreed to by Customer.

3.4. Ownership of the AI Features. As between the Parties, AI Features are part of DFIN IP, and, accordingly, DFIN owns and shall retain all right, title, and interest, including all Intellectual Property Rights, in and to the AI Features, DFIN's and its Affiliates' and licensors' trademarks, service marks, logos, and other indicia of origin used in connection with the AI Features, all proprietary information and know-how of DFIN and its Affiliates and licensors used in the performance of the AI Features, including technical information, designs, templates, formats, software, processes, procedures, and any other similar information, and all improvements, modifications, developments, and Updates to any of the foregoing.

### 4. THIRD-PARTY AI MATERIALS

4.1. General. The AI Features may incorporate or otherwise use, interoperate, or integrate with Third-Party AI Materials. Third-Party AI Materials are not owned, controlled, or supported by DFIN.

4.2. AI Provider Terms.

(a) Customer's and its Permitted Users' access to and use of any Third-Party AI Materials is governed by the applicable AI Provider Terms. Upon Customer's written request, DFIN will provide a list of primary AI Providers, subject to any applicable confidentiality and other contractual restrictions and Applicable Laws and provided that such list is not exhaustive and may change from time to time. Any representation or warranty of or concerning any Third-Party AI Materials is strictly between Customer and the applicable AI Provider.

(b) Customer further acknowledges that AI Provider Terms (including the terms between the AI Provider and other Third Parties) may not have the same or similar restrictions, commitments or protections as those contained in these AI Terms, and certain data shared by an AI Provider with Third Parties may be accessed, used, and otherwise handled by such Third Parties in accordance with their terms and conditions, which may permit such Third Party to use such data for its own purposes.

## 5. DISCLAIMERS

5.1. Access to AI Features. DFIN does not require or guarantee the availability or continued availability of the AI Features, and may elect not to incorporate, provide or make available, or to cease incorporating, providing, or making them available for use with the Services without entitling Customer to any refund, credit, or other compensation if, for example, the AI Provider ceases to make the Third-Party AI Materials available.

5.2. No Advice. AI Technology is new and emerging, and is not designed for or intended to meet Customer's regulatory, compliance, legal, tax, accounting, financial, or other obligations. DFIN, AI Features, and the Services are not providing (and do not constitute) regulatory, compliance, legal, tax, accounting, or financial or other professional advice. DFIN and AI Providers are not responsible for any decisions, or any damages resulting from any decisions, Customer or any of its Permitted Users make through or in reliance on the AI Features, the Services, or AI Output. AI Technology may provide inaccurate or offensive AI Output.

5.3. AI Provider Terms. DFIN's indemnification obligations do not apply to any action to the extent arising from or relating to Third-Party AI Materials. However, DFIN will extend to Customer any defense, indemnification and other relief that is made available to DFIN by the applicable AI Provider, subject to the conditions, limitations and disclaimers set forth in the applicable AI Provider Terms. DFIN disclaims, and Customer expressly relieves DFIN, from any and all losses, damages, and other liabilities incurred as a result of Customer's or any Permitted User's access to, use of, or inability to access or use any Third-Party AI Materials.

5.4. Warranty Disclaimer. **The AI Features are provided "as is" and "as available." DFIN hereby expressly disclaims all warranties, representations, and conditions of any kind or nature, whether express, implied, statutory, or arising out of the course of dealing or trade regarding the AI Features, AI Output, and Third-Party AI Materials (including access to and use thereof), including: (i) any warranties of merchantability, title, non-infringement, reliability, completeness, quiet enjoyment, accuracy, or fitness for a particular purpose, (ii) any warranties that the AI Features, AI Output, and Third-Party AI Materials are accurate, or can or should be relied upon for any purpose, and (iii) any warranties that inaccuracies or other defects shall be corrected; that the AI Features, AI Output, or Third-Party AI Materials shall be free of viruses or other harmful components; or that access to them and their use shall be uninterrupted or error-free.**

## 6. CHANGES TO AI TERMS

DFIN may change these AI Terms at any time in its sole discretion by posting an updated version of these AI Terms, and such updates will be effective upon posting. DFIN may, but has no obligation to, notify Customer of such changes. It is Customer's responsibility to periodically check this page for any updates to these AI Terms.