

APPENDIX IV - PLANISWARE AI POWERED SOLUTIONS

The following terms are applicable where certain artificial intelligence enabling features are added to Customer's instance of the Software Package.

1. Definitions

- 1.1. **"Customer Tools"** means any software, systems, platforms, models, applications, APIs, or functions selected, procured, configured, or operated by Customer or by a third party on behalf of Customer, including Customer's selected LLM.
- 1.2. **"Generative AI"** means any artificial intelligence system, software, algorithm, model, or technology that generates, creates, produces, or synthesizes new content, data, text, code, images, audio, video, or other output based on prompts, inputs, or training data, using LLMs and other foundation models or neural networks capable of content generation.
- 1.3. **"Large Language Model" or "LLM"** means a machine learning model trained on large-scale datasets that uses deep learning techniques, including transformer-based architectures, to process, interpret, and generate natural language text or other content.
- 1.4. **"Planisware AI Powered Solutions"** means solutions that may be implemented by Planisware to the Software Package at Customer's request to enable Customer to leverage Customer's selected LLM for automation, productivity gains, or data driven insights. Planisware AI Powered Solutions may include the following offerings:
 - a) **"Connector"** means Planisware's integration technology that enables Customer's instance of the Software Package to interface with the Customer Tools selected by Customer.
 - b) **"Agentic AI"** means Planisware's software layer integrated in the Software Package that interacts with Customer's selected LLM and other Customer Tools to autonomously execute a sequence of tasks toward a pre-defined goal through one or more specialized agents, tools, functions, and workflows, whether operating individually or in coordination as part of a multi-agent system.
 - c) **"Retrieval-Augmented Generation" or "RAG"** means a framework for retrieval of relevant data from one or more data sources at runtime and use to condition, inform, or contextualize the generation of outputs by Customer's selected LLM.
 - d) **"Model Context Protocol" or "MCP"** means an open protocol that enables communication and data exchange between Customer Tools and the Software Package to securely exchange Customer Data through standardized interfaces without requiring such tools or systems to be embedded directly in Customer's selected LLM.
- 1.5. **"Predictive Analysis"** means machine learning algorithms, statistical models and other data analysis and predictive capabilities that do not use LLMs or neural networks capable of content generation. For the avoidance of doubt, Predictive Analysis does not constitute Generative AI or Agentic AI, and does not form part of Planisware AI Powered Solutions.

2. Predictive Analysis

- 2.1. Customer acknowledges that the Software Package includes Predictive Analysis capabilities.

- 2.2. Planisware represents and warrants to Customer that any Predictive Analysis incorporated in the SaaS Software Package :
 - (i) is used exclusively with Customer Data;
 - (ii) shall remain within Customer's instance of the Software; and
 - (iii) shall at no time be commingled with any other (including Planisware's) network, system or data.
- 2.3. All outputs or results of Predictive Analysis shall be deemed Customer Data.
- 2.4. Customer Data shall not be used by Planisware to train, fine-tune, or improve any Predictive Analysis capabilities that Planisware makes available to any other customer.

3. Planisware AI Powered Solutions

- 3.1. Planisware may not incorporate any Planisware AI Powered Solution within the Software Package except with Customer's prior written approval. At Customer's election, Planisware may provide one or more Planisware AI Powered Solutions to connect Customer's selected LLM and other Customer Tools to the Software Package. Specifications of the Planisware AI Powered Solutions shall be set forth in a Statement of Work to be executed by Planisware and Customer.
- 3.2. Planisware shall not use Customer Data to train, fine-tune, or improve any Planisware or third-party product or service including but not limited to any Planisware AI Powered Solution, or any other Generative AI or machine learning algorithm.
- 3.3. Planisware represents and warrants to Customer that:
 - (i) Planisware AI Powered Solutions shall not fine-tune, or otherwise modify the underlying model parameters of Customer's selected LLM;
 - (ii) Planisware AI Powered Solutions shall exclusively retrieve and process Customer Data from Customer's dedicated instance of the Software Package and from those Customer Tools designated by Customer; and
 - (iii) No Customer Data shall be accessible to any system or tool via the Planisware AI Powered Solutions other than Software Package and the Customer Tools expressly designated by Customer.
- 3.4. All Customer Data processed by the Planisware AI Powered Solutions shall remain Customer Data. Instructions, parameters, prompt engineering configured by or on behalf of Customer (including system prompts), vector embeddings, indices, retrieval logs, query patterns, and any other data artifacts derived from Customer Data processed through the Planisware AI Powered Solutions shall also be deemed Customer Data. Planisware claims no ownership or usage rights in any Customer Data created via a Planisware AI Powered Solution.
- 3.5. Planisware and its licensors retain all intellectual property rights in the Planisware AI Powered Solutions, including their architecture and their data retrieval, source chunking, indexing and other processing methodology.
- 3.6. All Planisware AI Powered Solutions as configured by Planisware are designed to maintain human oversight in all workflows. No Generative AI-generated output shall be applied to Customer Data or used to execute a consequential action within the Software Package without prior human review and approval by an End User.

- 3.7. Customer acknowledges that MCP is an industry-standard specification not developed, owned, or controlled by Planisware, and Planisware's implementation of any MCP functionality is provided on an "as-is" basis with respect to MCP protocol specifications.

4. Customer Tools

This Section 4 is applicable where Customer's selected LLM and other Customer Tools are used in connection with any Planisware AI Powered Solution.

- 4.1. Planisware does not warrant that Generative AI outputs generated by combining the Planisware AI Powered Solutions with any Customer selected LLM or other Customer Tool will be accurate, complete, or fit for any particular purpose. Planisware disclaims any liability with respect to Customer's selected LLM's data retrieval quality, interpretation, or output, or the suitability of retrieved Customer Data for any given query, prompt or use case. Any claim, loss, liability, or damage arising from or related to the Customer Tools, their outputs, or Customer's use thereof shall be solely Customer's responsibility, and Planisware disclaims any liability relating thereto.
- 4.2. Customer is solely responsible for and Planisware disclaims any liability with respect to:
- (i) Customer's selection, procurement, configuration, finetuning, and any other aspect of operating Customer's selected LLM;
 - (ii) Customer's requirements and instructions to Planisware with respect to the configurations, parameters, and objectives of the Planisware AI Powered Solutions;
 - (iii) The interpretation, processing and storage of any Customer Data by Customer's selected LLM, including embedding generation,
 - (iv) Customer Tools outputs and results, including their accuracy, hallucinations, errors, fitness for a particular purpose, compliance with applicable laws and any consequences arising from use of such Customer Tool outputs and results;
 - (v) Ensuring that transmission of Customer Data to Customer's selected Customer Tools via any Planisware AI Powered Solution complies with all applicable laws, regulations, and Customer's data governance policies; and
 - (vi) Customer's compliance with any agreement between Customer and Customer Tools providers, including Customer Tool acceptable use policies.

5. Planisware Third Party LLM Provider

This Section 5 is applicable when Planisware's third party provider's LLM is used in connection with any Planisware AI Powered Solution, upon the request of Customer.

5.1. Representations and Warranties

Planisware makes the following representations, warranties and covenants to Customer:

- (a) **No Training on Customer Data.** Planisware's third party LLM provider shall not use Customer Data to train, fine-tune, or improve any model, product, or service.
- (b) **Ownership of Inputs and Outputs.** All inputs submitted to and outputs generated by the third party LLM provider through the Planisware AI Powered Solutions shall remain Customer Data.

- (d) **Data Isolation.** Customer Data processed through the third party LLM provider shall be logically segregated from data of other customers of Planisware and of the third party LLM provider. Planisware shall maintain separate API credentials for Customer's instance of the Software Package.
- (e) **Confidentiality.** Customer Data transmitted to or processed by the third party LLM provider shall be subject to confidentiality obligations no less protective than those set forth in the Agreement.
- (f) **Non-Infringement.** To the best of Planisware's knowledge, Customer's use of the Planisware AI Powered Solutions incorporating the third party LLM, when used in accordance with the Agreement and applicable documentation, does not infringe, misappropriate, or violate any third party's intellectual property rights. In the event of any third party intellectual property infringement claim arising from the use of the third party LLM, the indemnification provisions of the Agreement shall apply.
- (g) **Personal Data Processing.** Planisware has entered into a data processing agreement with its third party LLM provider that addresses the processing of personal data in accordance with applicable data protection laws, including the GDPR and CCPA where applicable. For the purposes of the Data Processing Addendum in Appendix IV of the Agreement, Customer hereby approves as a sub-processor Anthropic Ireland, Limited, 6th Floor South Bank House, Barrow Street, Dublin 4, Dublin, Ireland and/or Anthropic PBC, 500 Howard St, San Francisco, CA 94105, United States .

5.2. Disclaimers and Limitations

- (i) **Service Levels.** The service level commitments set forth in the Appendix I of the Agreement apply exclusively to the Software Package as provided by Planisware and do not extend to the availability, performance, latency, or uptime of the third party LLM provider's services.
- (ii) **Accuracy of Outputs.** Planisware does not warrant that outputs generated by the third party LLM will be accurate, complete, free from error, or fit for any particular purpose. LLM outputs may contain inaccuracies, omissions, or hallucinations. Customer is solely responsible for reviewing, validating, and approving all LLM-generated outputs before use.
- (iii) **Data Retention and Deletion.** Certain endpoints or features of the third party LLM provider may retain application-state data (such as conversation threads, file uploads, or vector stores) until affirmatively deleted through the applicable interface. Planisware shall use commercially reasonable efforts to configure the integration to minimize data retention, but Planisware does not warrant that all data transmitted to the third party LLM provider will be automatically deleted or that written deletion certification will be available.
- (iv) **Safety and Security Features.** The safety and security features of the third party LLM with respect to prompt injection, data exfiltration, jailbreak, and similar LLM-specific attack vectors are limited to those implemented and maintained by the third party LLM provider as described in its published security measures, safety best practices, and governance framework documentation (including any frontier governance framework). Planisware does not independently warrant the effectiveness of the third party LLM provider's safety or security controls against such threats.
- (v) **Algorithmic Transparency.** The third party LLM provider does not disclose the algorithms, model parameters, computing capacity, or development-stage tooling underlying its models. Transparency regarding the third party LLM's operation is limited to system cards, safety evaluations, and governance documentation published by the third party LLM provider, including any frontier governance framework. Planisware disclaims any obligation to provide or obtain algorithmic or technical details beyond what is published by the third party LLM provider.
- (vi) **Regulatory Compliance.** Planisware shall use commercially reasonable efforts to select a third party LLM provider that complies with applicable laws, including the EU AI Act where applicable. However, Planisware does not control the third party LLM provider's operations. Planisware shall, upon Customer's reasonable request, use commercially reasonable efforts to obtain from the third party LLM provider information reasonably necessary for Customer to satisfy Customer's regulatory obligations.

- (vii) **Training Data.** The legality, quality, completeness, or provenance of the data used by the third party LLM provider to train its models are as stated in the third party LLM provider's published training content summaries (including summaries under EU AI Act Article 53(1)(d)), Planisware shall make such summaries available to Customer upon request.

5.3. Security and Compliance Documentation

Upon Customer's reasonable request and subject to any confidentiality or distribution restrictions imposed by the third party LLM provider, Planisware shall make available to Customer the following documentation to the extent Planisware has access to and obtains the right to share such materials which may be subject to confidentiality protection obligations):

- (i) safety documentation, system cards, and model cards;
- (ii) SOC 2 and SOC 3 reports;
- (iii) ISO certification documentation (including ISO 27001, ISO 42001, and related certifications);
- (iv) penetration test summaries;
- (v) security whitepapers and data flow documentation;
- (vi) responsible AI governance documentation, including any frontier governance framework; and
- (vii) other third party audit or security compliance documentation reasonably requested by Customer.

Customer shall treat all such materials as Confidential Information of Planisware and the third party LLM provider unless such materials are publicly available.