

ARTIFICIAL INTELLIGENCE ADDENDUM

Last updated: 7th September 2026 | version 2

This AI Addendum contains contractual clauses which are applicable for a Client in relation to an Agreement.

1. Definitions

"Agreement"	means the relevant contract between the Ideagen and the Client for products or services which include AI Services;
"AI Services"	means the artificial intelligence-enabled and machine-based learning capabilities and system provided as part of the Services, including but not limited to the Mazlan framework and associated agentic AI functionalities. AI Services may incorporate third-party artificial intelligence models, services and related technology, algorithms, software, and related intellectual property, and all improvements, enhancements, and derivative works thereof;
"AI Output"	means any data, text, files, media, summaries, content, recommendations, analysis, insights, decisions or any other materials generated, returned or produced by the AI Services but not including any Client Personal Data or Client Confidential Information (as defined in the relevant Agreement referred to herein as "Excluded Data");
"AI Materials"	means proprietary software, source-code, algorithms, workflows, configurations, methodologies, integrations, operational and system metadata, content from Ideagen's proprietary knowledge-base and all related IPR used to deliver AI-enabled functionality;
"Client"	the client specified in the relevant Agreement;
"Ideagen"	means the relevant contracting entity supplying the AI Services as set out in the relevant Agreement;
"IPR"	means any and all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing-off or for unfair competition, copyright, moral rights and related rights, rights in databases, typography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term.

All other capitalised terms in this AI Addendum shall have the meaning ascribed to them in the relevant Agreement.

2. AI Services Scope and Limitations

2.1 The AI Services provide intelligent assistance through natural language processing, document analysis, and contextual recommendations based on regulatory frameworks and best practices. All IPR (as between the Client and Ideagen) in the AI Services, AI Materials and all AI Output shall remain the property of Ideagen. Ideagen hereby grants the Client for the term of any Agreement to which this AI Addendum applies, a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the AI Services and any AI Output for the Client's internal business operations only.

2.2 No Legal Advice: AI Output does not constitute legal, regulatory, or professional advice. Client acknowledges that:

- All AI Output must be reviewed and validated by qualified professionals before implementation;
- Ideagen is not a law firm or professional advisory service;
- Final responsibility for compliance decisions remains with Client and Client shall exercise discretion and due diligence when interpreting or relying on AI-derived information.

2.3 Jurisdictional Limitations: While AI Services include jurisdiction-specific content:

- Coverage and accuracy may vary by jurisdiction;
- Client must verify local law applicability;
- No warranty is provided for jurisdiction-specific interpretations.

3. Client Responsibilities and Restrictions

3.1 Appropriate Use: Client shall:

- Use AI Services only for legitimate business purposes and always in accordance with the Clause 4 (Terms of Use) of the Agreement;
- Not use AI Services for high-risk decisions without human review;

- Implement appropriate oversight for AI Output affecting health, safety, or regulatory compliance.

3.2 Prohibited Uses: Client shall not use AI Services to:

- Generate content that could endanger individuals or violate safety regulations;
- Create misleading compliance documentation;
- Circumvent legal or regulatory requirements;
- Process personal data in violation of applicable privacy laws.

3.3 Input Quality: Client acknowledges that AI Output quality depends on input accuracy and shall ensure any content uploaded by the Client to the AI Services is accurate, complete, and lawfully obtained. Client and / or Users are solely responsible for their use of AI-generated content or results and any associated outcomes.

4. AI Governance and Safeguards

4.1 Ideagen maintains an AI governance framework consistent with ISO 42001 principles and implements risk-based lifecycle management.

4.2 Ideagen shall not use any Excluded Data to develop, test, or train the AI Services or for any other commercial use outside of the direct performance of the Services under the Agreement, without prior written approval from Client. Without limiting the generality of the foregoing, Ideagen further represents and warrants that it shall not use any Excluded Data to train, or otherwise incorporate Excluded Data into, any generalized AI technology made available by Ideagen to third parties or otherwise used by Ideagen in any manner for its own benefit or for the benefit of third parties, or use or harvest any proprietary or named data information for their own use without prior written approval from Client. For the avoidance of doubt, anonymised, aggregated or statistical data that cannot be used to identify the Client or any individual shall not constitute Excluded Data for the purposes of this Clause 4.2.

5. Evaluation and Quality Assurance

5.1 Ideagen shall ensure the AI Services undergo continuous monitoring, regular testing and evaluation in line with ISO 42001 principles.

6. Warranty and Disclaimer

6.1 Limited Warranty: Ideagen provides no warranty as to accuracy or suitability of AI Output; fitness for particular regulatory requirements; and/or completeness of jurisdiction coverage. Ideagen is not liable for any inaccuracies, errors or unintended outcomes associates with the use of any AI Services.

7. AI Indemnification

7.1 Client shall indemnify Ideagen against claims arising from:

- Client's use of AI Output which is either (a) not in accordance with the Clause 3 (Client Responsibilities and Restrictions) of this AI Addendum; and/or (b) without appropriate professional review;
- Decisions made based on AI Output without required human oversight;
- Use of AI Services outside documented parameters;
- Submission of inaccurate or unlawful Client content.

7.2 Ideagen shall indemnify Client against third-party claims that that the AI Services, as used in accordance with this Addendum, infringe a third party's IPR, excluding claims arising from (a) third party LLM outputs, (b) Client's use of AI Output or the AI Services in breach of clause 3, or (c) Client Data or Client configurations.

8. Updates and Modifications

8.1 Service Evolution: Irrespective of whether the AI Services are incorporated into any software or are standalone as part of any Agreement, Ideagen may automatically update AI Services (including but not limited to maintenance updates, patches and fixes) from time to time. Further information regarding support and maintenance in relation to the AI Services may be available on the support hub, available at <https://help.ideagen.com>, which is subject to change.

8.2 Notice: Material changes affecting functionality or compliance will be communicated with reasonable advance notice where practicable.