

## ARCSERVE – AI TERMS OF USE

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Arcserve, LLC including its subsidiaries and affiliates (“Arcserve”), has adopted these AI Terms of Use (the “AI TOU”), and they are hereby incorporated by reference into Arcserve’s End User License Agreement, Cloud Terms of Service and Acceptable Use Policy (collectively the “Agreement”), and together with the Agreement, sets forth the terms and conditions under which You may use the artificial intelligence (“AI”) enabled assistant trained to provide the End User or You with assistance regarding use of the Software (the “Assistant”). BY USING OR OTHERWISE INTERACTING WITH THE ASSISTANT, YOU AGREE TO BE BOUND BY THE AGREEMENT AND THESE AI TOU. IF YOU DO NOT AGREE WITH THE TERMS OF THE AGREEMENT OR THESE AI TOU, DO NOT USE OR OTHERWISE INTERACT WITH THE ASSISTANT.

These AI TOU are subject to change by Arcserve at any time by posting an updated AI terms of use policy on Arcserve’s website <https://www.arcserve.com/legal>. Arcserve will indicate the date such terms were last updated, and any changes will be effective immediately upon posting of the revisions on the site.

### INTRODUCTION

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These AI TOU govern Your use of the Assistant, and are in addition to and amend but *do not replace* the terms of the Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them by the Agreement. You are responsible for ensuring that Your use of the Assistant complies with the terms of the Agreement and these AI TOU. The Assistant is an advisory tool only and does not replace official Product Documentation or professional technical Support. For the avoidance of doubt, the Assistant may constitute an integral part of the Software. In the event of a conflict between the Agreement and these AI TOU, these AI TOU shall govern.

### ASSUMPTION OF RISK

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#### 2.1 General

You understand and acknowledge that AI is a developing technology; the potential risks inherent to this technology may not be fully understood, and ample safeguards may not be fully developed. Arcserve disclaims all liability resulting from Your use of the Assistant, and makes no representation or warranty, express, implied or otherwise, concerning the extent to which Your use of the Assistant or the output of such Assistant is lawful, permissible, accurate, appropriate, correct or otherwise suitable for Your use. ALL USE OF THE ASSISTANT BY YOU OR ANY OF YOUR PERSONNEL SHALL BE AT YOUR SOLE RISK. By using the Assistant, You assume any and all risk of any nature, including, but not limited to:

##### 2.1.1 Legal and Regulatory Risk

Applicable regulators, law enforcement, or other governmental entities may determine that the underlying AI technology or the use thereof, in whole or in part, is unlawful, or must be changed, re-designed, or otherwise rebuilt to comply with applicable laws, which may result in the Assistant being disabled or suspended. There is also risk that in the above instances, law enforcement, regulators or governmental entities may determine that Your use of the Assistant is or was unlawful, which could result in legal action against You. Furthermore, it may be determined that the software, training data, model or other component of the underlying AI technology, or the use thereof, misappropriates, infringes or otherwise violates third-party intellectual property rights. In such an instance, there is risk that those third parties could enjoin further use of the underlying AI technology or bring other legal action against You.

##### 2.1.2 Accuracy

The underlying AI technology may, in some cases, provide incorrect, inaccurate, or otherwise inappropriate information. If You do not agree with this assumption of risk, You should not use the Assistant. You are responsible for ensuring that any output generated by the Assistant is true, correct, accurate, or otherwise appropriate for Your purposes.

## APPROPRIATE USE

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Your use of the Assistant must comply with all of the requirements set forth in this section. You agree that You will take all necessary steps to ensure Your users of the Assistant complies with such requirements, and You acknowledge and agree that You shall be solely responsible for any such use.

### 3.1 Consent

Before using the Assistant, You may be required to affirmatively consent to the use of such feature. You agree, to the extent required by applicable law(s), that You are responsible for disclosing to Your users of the Software that their use of the Assistant will involve interactions with AI technologies.

### 3.2 Compliance with Laws

You agree that You are responsible for ensuring that Your use of the Assistant complies with all applicable local, state, provincial, national, federal and foreign laws.

### 3.3 Non-Infringement

Your use of the Assistant must not constitute the misappropriation, infringe of or otherwise violate any third-party intellectual property rights. Without limiting the generality of the foregoing, all information, content, data and other materials used by You in connection with the Assistant must be owned by or validly licensed to You on terms that permit its use in connection with the Assistant.

### 3.4 Personal Data

Notwithstanding any professional technical Support provided in conjunction with the Agreement, You may not provide to the Assistant any information that relates to, identifies, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a household or a particular individual, or any other information considered "personal data," "personal information," "personally identifiable information," or similar terms under any applicable law(s).

### 3.5 Prohibition on High-Risk Uses

The Assistant is not intended to be used to make or as a substantial factor in making, and You may not use the Assistant to make or as a substantial factor in making, consequential decisions, as such term is defined under applicable law, or in any way that would qualify the AI systems as high-risk (*or similar term*), under applicable law(s). You may not use the Assistant to publish, disseminate or create any content that is discriminatory or harmful.

## REVIEW

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You acknowledge and agree that You are solely responsible for amending, editing, reviewing, evaluating or verifying the appropriateness of any output generated by the Assistant before publishing, using or relying on any such output, to include ensuring such output does not contain harmful or discriminatory content and otherwise complies with applicable law(s) as may be in effect at the time.

## THIRD PARTY TERMS

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All input You share with the Assistant will be processed in accordance with the applicable AI technologies features, the Agreement and this AI TOU. The Assistant incorporates AI technologies provided by third parties, . To the extent that such AI technologies are incorporated into the Software, Arcserve makes no representations with respect to the safety of such underlying AI technologies provided by any such third party, or as to whether the use of these technologies is appropriate to You.