



Additional Terms for AI Systems

These Additional Terms for AI Systems (these “AI Systems Terms”) contain the terms and conditions that govern Customer’s access to and use of the AI Systems (as defined below). These AI Systems Terms are subject to the terms of any applicable agreement in place between Customer and Infor (US), LLC or its Affiliates (the “Underlying Agreement”). In the event of a conflict between these AI Systems Terms and the Underlying Agreement, these AI Systems Terms shall control solely with respect to Customer’s access and use of AI Systems.

Customer’s access to and use of AI Systems is conditioned on agreeing to the terms of these AI Systems Terms and any additional terms specified in the Documentation.

1. Definitions.

“**AI System**” means a computer-based system or software available in the Cloud Services that uses machine learning, including generative AI models, neural networks and/or other machine learning models, to infer or generate predictions or decisions, or to generate content such as text, images, video, voice, or software code, based on patterns learned from data and reflected in a trained model, rather than solely through explicitly programmed rules or logic.

“**Feedback**” means suggestions, enhancement requests, recommendations, or other feedback about the AI Systems.

“**Input**” means Customer Data or other data input by Customer into the Cloud Services for use by the AI Systems.

“**Output**” means the data displayed by the AI Systems prompted by Input, excluding Infor or third party Intellectual Property Rights or Confidential Information.

2. AI Systems.

a. Ownership and Use of Output. Output is Customer Data. Customer acknowledges that AI Systems may produce the same or similar Output for multiple customers. Infor does not claim any ownership rights in Input or Output, excluding Infor or third party Intellectual Property Rights or Confidential Information contained therein. Infor will not use Input or Output to create, train, or improve the AI Systems, in each case unless Customer requests or consents to such use. Customer acknowledges that third party AI service providers’ terms apply to Input and Output that is under control of the third party AI service providers.

b. Feedback. Customer may provide Feedback to Infor, including but not limited to Feedback on Output by clicking thumbs up or down, rating on a scale of 1-5, or choosing the best of multiple responses. If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer. Infor may use Feedback and information to improve the AI Systems. Customer may enable a built in anonymization setting for Feedback, or simply opt out of Infor asking for Feedback for the AI Systems.

c. Disclaimer. The AI Systems are not designed for or intended to meet Customer’s regulatory, legal, or other obligations or Customer’s requirements. Customers should be aware that Output may not always be accurate, reliable, or suitable for specific purposes. Infor does not guarantee the completeness, correctness, or appropriateness of Output. Customers are encouraged to independently verify information and use the Output responsibly. The AI Systems might produce Output that is inaccurate, inadvertently create unsafe directives, or exhibit biases, which can be a consequence of the underlying data or the way in which the algorithm was initially trained.

d. Restrictions.

I. Customer will not, and will not attempt to: (a) reverse engineer, disassemble, or decompile the AI Systems or apply any other process or procedure to derive the source code of any software or other underlying components (such as models, model parameters, model weights, or training data) included in the AI Systems, (b) resell or sublicense the AI Systems; (c) access or use the AI Systems (i) in a way intended to exceed usage limits or quotas, (ii) for engaging in regulated activity without complying with applicable regulations, or (iii)

without appropriate human oversight and assessing the potential risks associated with its use case, especially, but without limitation, for making consequential decisions that affect an individual's health, legal or financial position, employment opportunities, or human rights, or that are otherwise considered "high risk" under applicable laws; or (d) otherwise access or use the AI Systems except as expressly permitted in these Additional Terms for AI Systems.

- II. Customers, including any third parties acting on their behalf, are prohibited from using the AI Systems or any data derived therefrom to directly or indirectly develop or improve, or contribute to the development or improvement of, products, services, or technologies that are similar to or in competition with those of Infor, Amazon, Microsoft, Google, or other third party licensors of components of the AI Systems.
- III. Prior to Customer's use of AI Systems, Customer is responsible for (i) determining whether the AI System is appropriate for Customer's needs, (ii) ensuring that all Customer Data which (a) it supplies or discloses to Infor or to the AI System, including as Input, or (b) is within Output, has been obtained and transferred lawfully, and (iii) if any authorizations or consents of data subjects are required for such processing of Input, Output or other Customer Data by Infor (or its third party generative AI services provider), obtaining any such consents directly from the data subjects).

e. Customer Responsibilities. Customers are responsible for obtaining all necessary rights to the data they submit, and for using AI Systems in compliance with applicable laws and regulations. Customer is solely responsible for the content of its Input and for complying with the acceptable use terms and restrictions provided by the third party AI service providers. It is also the Customer's responsibility to provide any legally required notifications and to obtain any required consents from individuals or third parties prior to Customer's use of the AI Systems.

f. Limits. AI Systems are subject to a general Infor Operating Services usage limit described at <https://docs.infor.com/inforosulmt/xx/en-us/usagelimits/default.html>. For clarity this is in addition to any token limits Customer is subject to.

g. Limited Indemnity. Infor's obligations to indemnify under the Underlying Agreement extend to claims that an unaltered Output from the AI Systems infringes third-party intellectual property rights. However, this indemnification does not cover allegations in the following situations:

1. The Customer creates or uses an Output that it knew, or should have known, was likely to be infringing.
2. The Output is generated in connection with Inputs or other data provided by Customer where such Inputs or other data, alone or in combination, infringe or misappropriate another party's intellectual property rights
3. The Customer ignores, disables, or bypasses source citations, filters, instructions, or other tools provided by Infor intended to ensure the responsible and non-infringing use of Output.
4. The Customer continues to use the Output after being notified of an infringement claim by Infor, the rights holder, or their authorized representative.
5. Output was used in combination with products or services not provided by or on behalf of Infor, if the claim would not occur but for such combination.
6. The claim alleges violation of trademark or related rights based on use of Customer's Output in trade or commerce.

In the event of any regulatory inquiry, investigation, or enforcement action relating to the AI Services, Infor shall reasonably cooperate with Customer and the applicable regulatory authority, including by providing documentation, information, and access to personnel as reasonably requested, at Infor's expense

h. Data Location and Processing. To process Input and provide Output within the scope of AI Systems, Infor engages third party AI service providers. Customer may access a list of relevant subprocessors engaged by Infor through Customer's account in Infor Support portals or alternative equivalent methods (and Customer may subscribe to receive updates). Customer's use of the AI Systems shall constitute Customer's authorization of and consent to (i) the use of the third party generative AI service providers as described in these Terms, and (ii) the cross-border data transfer of Customer Data included in any Input and/or Output to countries in which Infor and its third party generative AI service providers operate.

i. Security. The security and data protection conditions as stipulated in the Underlying Agreement will be applicable to Infor's handling of the portion of the AI Systems that are under Infor's custody and control. The security and data protection terms of any third-party public cloud service provider applies to the portion of the AI Systems that are under its control.

j. Agentic AI. Certain AI Systems allow Customer to authorize role-based AI agents built on micro-vertical processes to orchestrate and automate workflows across core operational areas ("**Agentic AI**"). Because Agentic AI autonomously or semi-autonomously executes business processes initiated by Customer, Customer is responsible for assessing the potential risks associated with its use case and implementing appropriate human oversight, testing, and other specific safeguards to mitigate these risks.