

**AI Terms and Conditions of Matrix42 GmbH****12/2024**

M42 Intelligence AI offers AI powered capabilities to help users and agents work smarter.

M42 Intelligence AI offers various features. The purchased features are mentioned in the Specification.

Matrix42 constantly develops its service offering and reserves the right to make changes to the features of M42 Intelligence AI at any time.

The use of Matrix42 Intelligence features requires the purchase of an "Action Credit Pack Subscription" which is defined as an amount of monthly action credits set out in the Specification, which is consumed equally by use of such features. An action consuming an action credit is defined as click by an agent or user on the "Classification", "Generate Summary", "Generate Solution" buttons, or any equivalent manual or automated action within the provided features, as calculated by Matrix42 in its discretion. The agreed amount of monthly action credits can be consumed by any licensed Matrix42 user of the Customer during a period of maximum twelve (12) months starting from the first day of each one (1) month period calculated from the first day of validity of the Specification provided that the Customer has at all times subscribed to said amount of action credits, to a M42 Intelligence AI-feature and M42 Enterprise Cloud Services, ITSM Advanced or ITSM Enterprise. Any action credits included in possible pilots or try & buy -kits expire automatically at the end of agreed pilot period.

If the total number of consumed action credits exceeds the agreed quota for a given calendar month Matrix42 shall inform the customer. The excessive action credits shall be deducted from the total number of available action credits for the following calendar month. However, in the event that such reduction results in no available action credits, Matrix42 shall have the right to suspend the M42 Intelligence AI service.

If the total number of consumed action credits remains under the agreed quota for a given calendar month, the unused action credits shall be added to the total number of available action credits for the following calendar month.

At the end of the 12 months subscription period, any remaining action credits shall automatically expire, setting the action credits balance to '0'. In the event that the balance of consumed action credits at the end of the 12 months period is negative, Matrix42 shall invoice the Customer for any excessive action credits against the fee for the exceeding messages as specified in the Specification, or if not agreed therein, determined in accordance with Matrix42's list prices applicable from time to time.

The Customer is aware that the results generated by any feature of the Matrix42 Intelligence AI are generated automatically by a generative large language model and Matrix42 does not make any warranties and cannot be held liable for the truthfulness or accuracy of the generated content. The Customer is exclusively responsible for verifying the accuracy,

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appropriateness, truthfulness or fitness for purpose of the results. The Customer acknowledges and understands that Matrix42 may log the prompts/responses and review them the purposes of debugging, improving and developing its own products and services and, if the prompts submitted by the Customer contain personal data, undertakes to inform the data subjects about processing for such purposes. Access to customer prompts and responses is controlled on a strictly need-to-see basis and all individuals with access to such data are subject to confidentiality obligations.

Matrix42 or an independent third party named by Matrix42 may assess and audit the Customer's use of the products and features referred to under this license description or Specification to which this is appended to with 14 days' prior written notice at least once per calendar year, and in any case always when Matrix42 has justified reason to suspect any misuse, to ensure the Customer's compliance with the provisions relating to the Matrix42 terms and conditions. The Customer agrees to give Matrix42 or an aforementioned third party auditor access to the Customer's technical environments and premises for such purpose. Matrix42 and any potential independent third-party auditors shall keep confidential all information provided or disclosed to them during the audit. Matrix42 shall bear all costs relating to such audits unless the audit shows any non-compliance with the Matrix42 terms and conditions relating to the use of the products and features referred to under this license description or Specification to which this is appended to, in which case the Customer shall bear the costs of the audit.