Supplemental Terms of Use for Brightflag Generative AI Features

These Supplemental Terms of Use ("**GenAI Terms**") govern your use of one or more generative AI features available on the Brightflag platform (the "**GenAI Features**"). By using GenAI Features, you agree to these GenAI Terms, which supplement and are hereby incorporated into the subscription and / or vendor terms of service you have entered into with Brightflag ("**Primary Agreement**"). In the event of a conflict between these GenAI Terms and the Primary Agreement, these GenAI Terms control with respect to GenAI Features.

Your Use of GenAI Features

The GenAI Features are designed to enhance your use of the Brightflag platform and services. You may only use the GenAI Features as an extension of your existing services with Brightflag to support tasks related to legal operations, e-billing and matter management under your Brightflag subscription.

You may not use the GenAI Features to:
- act as a general-purpose tool or chatbot (like you might use, e.g., ChatGPT);
- input/process proprietary third-party information;
- generate or disseminate unlawful, harmful, or misleading content;
- perform adversarial attacks or any form of penetration testing;
- reverse-engineer, copy, or attempt to replicate the GenAI Feature's underlying systems or outputs;
- build a competing product or service, including to train competing AI models;
- generate content for general public dissemination or publication;
- automate decisions that could have a legal or material impact on an individual, such as making credit, educational, employment, insurance, legal, medical, or other important decisions about them; or
- perform any other function that does not directly support the primary functionality of the Brightflag platform and services.

Indemnification

If a third party claims an output provided to you by a GenAI Feature, or a GenAI Feature itself, infringes that third party's intellectual property rights, Brightflag will indemnify you against damages finally awarded by a court of competent jurisdiction as a result of such claim if you allow Brightflag to defend the claim; provided that such indemnification will not apply to the extent the claim arises from (a) modifications made by you to the GenAI Feature or output; (b) the combination of the GenAI Feature or output with technology or content not provided by Brightflag; (c) inputs or other data provided by you; (d) use of the GenAI Feature or output in a manner that you know or reasonably should know violates or infringes the rights of others; (e) the practice of a patented invention contained in an output; or (f) an alleged violation of trademark based on use of an output in trade or commerce.

Ownership of Outputs

You acknowledge that, due to the uncertain status of content created by generative AI under applicable law, your rights in the outputs that the GenAI Features provide to you ("**Outputs**") may be limited. However, as between you and Brightflag, you own the data that you input into GenAI Feature and the Outputs, save to the extent the Outputs contain Brightflag proprietary information (and Brightflag owns the GenAI Features).

Disclaimers

It is your responsibility to evaluate whether Outputs are appropriate for your chosen use case and to assess where human review is appropriate. When you use the GenAI Features, you acknowledge that:

- **Warranties**: Generative AI technology has inherent technical limitations. The GenAI Features and Outputs are accordingly provided by Brightflag "as is" without any express, implied or statutory warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement (without limitation of the output indemnification set forth above), security (except as set forth below) and availability.
- **Accuracy**: Generative AI technology generates outputs probabilistically. Accordingly, Outputs generated by the GenAI Feature(s) may not always be accurate. You should not rely on Outputs as a sole source of truth or factual information, and you acknowledge that Outputs are not legal, tax or other professional advice, nor are they a substitute for the same.

Security; Integrated AI Models

GenAI Features on the Brightflag platform are enabled using third party generative AI models which are integrated, embedded and optimised within the Brightflag ecosystem and provided from Brightflag's AWS environment. These third party models use a connection to Brightflag's tech stack so that your data is processed on AWS-managed infrastructure and does not leave the Brightflag environment.

For clarity:
- Brightflag's security and confidentiality commitments with respect to the GenAI Features are the same as its security commitments under the Primary Agreement.
- There is no external data transfer to the third party model developers, which means that these developers cannot and do not use your data (including inputs and outputs) to train the models. Further, Brightflag will not use your data to fine-tune the instances of these models that it operates.

The table below sets out which third party models are currently used by Brightflag for the purposes of providing the GenAI Features set out alongside them.

GenAI Feature	Third party model	Third Party Acceptable Use Terms
Invoice summarisation	AI21Labs summarization model	Responsible Use Policy EULA
Ask Brightflag	Anthropic's Claude model	Usage Policy Commercial Terms
All GenAI Features	All third party models listed above	AWS Responsible AI Policy AWS Service Terms

As a user of one or more of the GenAI Features listed above, you also agree to (a) comply with the third party model provider's acceptable terms of use which are contained at the respective

website links above ("**Third Party Terms**"), to the extent applicable to you as an end user of the third party model, and (b) not take any action that would cause Brightflag to be in breach of such Third Party Terms. Please note that the third party GenAI models referenced above may change from time to time, so please make sure to check in with these terms periodically for details of any such changes and updated third party terms.

Suspension

Without limitation of its other rights, Brightflag reserves the right to suspend or terminate your access to the GenAI Feature if you violate these GenAI Terms or misuse any GenAI Feature, if necessary to comply with applicable law, or to prevent or mitigate a security threat or attack.

Updates

Brightflag reserves the right, in its sole discretion, to change these GenAI Terms by posting the revised GenAI Terms at https://help.brightflag.com/hc/en-us/sections/24953664420381-Account-Management and updating the date posted below. It is your responsibility to check these GenAI Terms each time you access the Platform for any updates; provided that Brightflag will notify you of any material changes (which notification may be by email, pop-up within the platform, or other means). If you continue to use the GenAI Features after changes have been posted or otherwise provided to you, this will constitute acceptance of and agreement to those changes. If you disagree with any changes, your sole recourse is to, and you must, stop using the GenAI Features.

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