



AI Supplementary Terms

These AI Supplementary Terms (“AI Terms”) form a part of, and are incorporated by reference into, the agreement between you and the Simpro Group (the “Agreement”). These AI Terms apply to your access and use of any AI. To the extent there is a conflict between these AI Terms and the Agreement, the AI Terms shall supersede the Agreement specifically as it relates to your use of AI.

By accessing or using AI, you agree to these AI Terms on behalf of yourself and the applicable entity or organisation that you represent.

1. “AI” means any feature(s) or functionality made available by the Simpro Group that utilises artificial intelligence, machine learning, or similar technologies. “AI Content” means any input, prompt, data, or other content submitted to AI, and any output or content generated by AI as a result. The “Simpro Group” means Simpro, AroFlo, ClockShark and BigChange. “Vendor’s Terms” means the terms and conditions of the applicable third party AI vendor, including but not limited to: <https://openai.com/policies/> [ChatGPT], <https://policies.google.com/terms> [Google Gemini], <https://www.anthropic.com/legal/consumer-terms> [Claude.ai] and <https://x.ai/legal/terms-of-service> [Grok].
2. You acknowledge that the AI is third party software made available to you by the Simpro Group.
3. You agree to the applicable Vendor’s Terms and agree to indemnify and hold the Simpro Group harmless for any breach of the Vendor’s Terms caused by your use of AI or your AI Content.
4. You understand that, as between you and the Simpro Group, you are solely responsible for the AI content, including compliance with applicable laws and the Agreement. You also understand that the AI Content will be processed by the applicable third party vendor in accordance with its terms.
5. You will ensure that your AI content will not (i) violate any applicable law; (ii) violate these AI Terms or the Agreement; or (iii) infringe, violate, or misappropriate any of our rights or the rights of any third party. You acknowledge that due to the nature of machine learning and the technology powering AI features, your AI content may not be unique and AI may generate the same or similar content for a third party.
6. AI IS PROVIDED TO YOU ON AN AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. THE SIMPRO GROUP DOES NOT MAKE ANY WARRANTY REGARDING



THE RESULTS OBTAINABLE FROM USING AI OR THE ACCURACY OR SUITABILITY FOR YOUR NEEDS OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, MATERIALS, DESIGNS, WORKFLOWS/PROCESSES, CODE, OR OTHER DATA) OBTAINED THROUGH AI. YOU UNDERSTAND AND AGREE THAT ANY SUCH INFORMATION OBTAINED THROUGH USING AI IS AT YOUR SOLE RISK. DO NOT RELY ON FACTUAL ASSERTIONS IN THE AI CONTENT WITHOUT INDEPENDENT FACT-CHECKING. DO NOT RELY ON DESIGNS, WORKFLOWS/PROCESSES, OR CODE IN THE AI CONTENT WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR YOUR NEEDS. NO SUCH INFORMATION, SUGGESTIONS, OR THE AI CONTENT, OBTAINED BY YOU FROM THE SIMPRO GROUP OR THROUGH AI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7. You acknowledge that, to the maximum extent permitted by law, the Simpro Group, the Simpro Group's personnel and the Simpro Group affiliates will not be liable to you or any third party for any direct or indirect losses related to your use of AI.

8. Notwithstanding anything to the contrary in your Agreement, downtime of AI will not be included in any uptime calculations.

9. The Simpro Group may modify, suspend, or discontinue AI, in whole or in part, at any time. The Simpro Group does not guarantee that any specific AI feature or functionality will remain available.

10. THE SIMPRO GROUP MAY CHANGE THIS AGREEMENT BY POSTING A REVISED VERSION ON ITS WEBSITE OR ANY OTHER APPLICABLE WEBSITE AND SUCH CHANGES WILL BE EFFECTIVE UPON POSTING. YOUR USE OF AI FOLLOWING ANY SUCH CHANGES, WILL CONSTITUTE YOUR ACCEPTANCE OF THOSE CHANGES.

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