COPADO

COPADO AI SERVICES ADDENDUM

This Copado AI Services Addendum is incorporated into Customer's governing agreement with Copado and forms part of the written contract for Customer's access and use of the Copado Services (the "Agreement"). This Copado AI Services Addendum is effective between Customer and Copado as of the date of the last signature or execution of an Order Form that incorporates AI Services or enablement by a Customer Admin of AI features or functionality within the Services. AI Services SKUs include Test Copilot (included in Scale Edition and Growth Edition), all Agentia SKUs, and Copado AI Platform.

1. **AI Models.** Copado's AI Services leverage third-party AI Models via Gemini Enterprise Agent Platform. Customer acknowledges and understands that by using Copado's AI Services, the content entered into Copado's AI Services goes to third party models within Copado's Google Cloud Infrastructure ("GCP"). Customer agrees to comply with Google API's Terms of Service, Anthropic's Privacy Policy and Anthropic's Usage Policy, which may be subject to change at the provider's discretion. If Customer cannot use third party AI models due to confidentiality obligations, internal policies, laws, rules, or regulations, Customer should refrain and/or immediately cease use of any AI functionality in the Services. Customer acknowledges that GCP hosting occurs in the European Union, United States, or APAC region, and shall be based on the geographic location of Customer's other Copado Services, pending availability of that region in GCP for the applicable AI model. If a region is unavailable, it will default to the closest proximate region.

2. **AI Content.** Customer is solely responsible for (i) the accuracy, quality and legality of Customer Data and its use of output from the AI Services, and (ii) any actions or failure to act by the AI Services that are initiated, prompted, or directed by Customer or its Users, or that act in accordance with instructions, Prompts, or directives provided by Customer or its Users. Unless expressly authorized by you, Copado and its Subprocessors will not use the content entered into Copado AI Services to develop or improve its AI features and functionality. Customer reserves the right to opt-out of AI features and functionality at any time with written notice to Copado. Copado will promptly disable such features upon receipt of an opt-out request. Customer acknowledges that no refund will be provided if Customer purchases Services that include generative AI technology, such as Copado AI Platform or Test Copilot, and then elects to disable AI features. Customer acknowledges that due to the nature of machine learning and generative artificial intelligence, the Services may generate inaccurate, misleading, or highly similar outputs for other users based on similar inputs. Customer's proprietary rights under this section are limited to its specific instance and does not restrict Copado from delivering similar results to other users.

3. **Prompts.** "Prompt" means a single unit of AI interaction within the Services consisting of a user-initiated request, instruction, or input, together with all associated system instructions, context, code, compute resources, virtual machine execution, and orchestrations required to execute such request. System-generated responses, telemetry, or intermediary loop processes executed in connection with a Prompt shall be aggregated into and counted as part of the single originating Prompt and shall not constitute separate or unbundled units of consumption. Prompts are sold in flat, aggregated units as set forth in an Order Form. Each Prompt includes the user submission and all underlying system prompts, code execution, compute, and virtual machine resources initiated by that request. Unused Prompts do not roll over upon renewal or expiration of the Order Form term.

4. **Ownership.** As between the Parties, Customer shall own and retain all right, title, and interest in and to: (i) all data, information, and materials provided or made available by Customer to Copado in connection with the AI Services; and (ii) all outputs, modifications, compilations, and derivative works of such data (collectively, "Customer Data"). Copado shall own and retain all right, title, and interest in and to: (i) all software, algorithms, Documentation, methodologies, metrics, tools, and processes used to provide the AI Services; (ii) all usage data, performance data, and analytics data generated through the provision of the AI Services; (iii) all improvements, enhancements, and modifications to the AI Services; and (iv) all intellectual property rights related to any of the foregoing (collectively, "Copado Data"). Except for the limited rights expressly granted in this Agreement, neither Party grants any right or license to the other Party, by implication, estoppel or otherwise, to any of its data, intellectual property or other proprietary rights.

5. **Copyright Claims.** If you believe that your intellectual property rights have been infringed, please send notice to legal@copado.com and to 330 N. Wabash Ave., Fl 23, Chicago, IL 60611. We may delete or disable content

alleged to be infringing and may terminate accounts of repeat infringers. Written claims concerning copyright infringement must include your contact information and the following information:

a. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
b. A description of the copyrighted work that you claim has been infringed upon;
c. A description of where the material that you claim is infringing is located on the site;
d. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
e. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.