



Onebrief Product-Specific Terms

These Onebrief Product-Specific Terms (the “Product-Specific Terms”), together with the Onebrief License Terms and Conditions (the “License Agreement” or “Agreement”) govern Your use of any Onebrief Software and Onebrief Services ordered on an Order Form. In the event of conflict between the terms of the Product-Specific Terms and the terms of the License Agreement, the terms and conditions of the Product-Specific Terms apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the License Agreement. Any rights described in the Product-Specific Terms for Onebrief Software or Services that You have not purchased under an Order do not apply.

HOSTING SERVICES

Hosting Services. Fees for hosting services (“Hosting Services Fees”) are not included in the fees specified in an Order. If any Onebrief Software is hosted in Our hosting services account, then You will pay the Hosting Services Fees for Your use of the Onebrief Software at cost on a pass-through basis at the rate charged by the hosting services provider (e.g., AWS, Microsoft, or Google). We will invoice You for the Hosting Services Fees monthly in arrears. You are solely responsible for the Hosting Services Fees payable for Your hosting services account.

BETA SOFTWARE

- 1. Definition.** “Beta Software” means Onebrief Software or functionality designated as a beta, pilot, limited release, developer preview, non-production, evaluation or by similar description, that We may make available to You.
- 2. Beta Software Terms.** From time to time, We may make Beta Software available to You at no charge. You may choose to use such Beta Software, in Your sole discretion. Beta Software (i) is intended for and may only be used by You for evaluation purposes only and not for production use, (ii) is not supported by Us, and (iii) may be subject to additional terms. In addition to the foregoing limitations, all use of the Beta Software is subject to all other terms and conditions that apply to Onebrief Software, including without limitation Our reservation of all rights and Your obligations and restrictions on use concerning the Onebrief Software. Unless otherwise stated, any Beta Software trial period will expire upon the earlier of: (x) the remaining duration of your Order containing Onebrief Software or Services, not to exceed one (1) year, (y) the date that a version of the Beta Software becomes generally available without the applicable Beta Software designation, or (z) when terminated by Us. We may discontinue Beta Software at any time in Our sole discretion and may never make it generally available.
- 3. Warranty Exclusions.** BETA SOFTWARE IS PROVIDED “AS-IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FOR THE AVOIDANCE OF DOUBT, ALL BETA SOFTWARE IS PRE-RELEASE, IS EXPECTED TO CONTAIN DEFECTS WHICH MAY BE MATERIAL, AND IS NOT EXPECTED TO OPERATE AT THE LEVEL OF PERFORMANCE OR COMPATIBILITY OF A FINAL, GENERALLY AVAILABLE PRODUCT OFFERING. BETA

SOFTWARE MAY NOT OPERATE ACCURATELY, AND MAY BE SUBSTANTIALLY MODIFIED PRIOR TO PUBLIC AVAILABILITY OR WITHDRAWN AT ANY TIME. ACCORDINGLY, ACCESS TO AND USE OF THE BETA SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

4. **Limitation of Liability.** IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE BETA SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF ANY BETA SOFTWARE.

AI FEATURES

1. **Third-Party AI Technology.** The AI Features, including the AI Assist, may include or incorporate third-party AI Technology such as foundation models. Third-party AI Technology offered by AI Providers (“Providers”) is considered Third-Party Material for purposes of the Agreement. These Supplemental Terms apply to the AI Features (as defined herein) provided as part of the Services. In the event of a conflict between these Supplemental Terms and any other terms in the License Agreement, these Supplemental Terms control solely with respect to the AI Features.
2. **Commercial Product with Embedded AI Feature.** The additional AI Features integrated into the products are ancillary features intended to augment the core, non-AI business purposes and functionalities of the underlying products. The commercial products of Onebrief that incorporate embedded AI are expressly excluded from the definition of an “artificial intelligence system” as set forth in the Advancing American AI Act, Section 7223(4) of Public Law 117-263.

3. **Definitions.**

“AI AUP” means Providers’ AI Acceptable Use Policies, as Providers may amend from time to time.

“AI Customer Input” means information, data, materials, text, prompts, images, works, code, or other content that is input, uploaded, or submitted by or on behalf of Customer or any other Authorized User to or through an AI Feature, including for purposes of creating Customer Customizations.

“AI Customer Output” means information, data, materials, text, images, code, works, or other content that is generated by or otherwise output from an AI Feature in response to an AI Customer Input.

“AI Feature” means any feature, functionality, or component of the Services that incorporates, uses, depends on, or employs any AI Technology/the features identified in this document. An AI Feature is a Service for purposes of the Agreement.

“AI Technology” means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large

language models), neural networks, and other AI tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment.

“Training Data” means any and all information, data, materials, text, prompts, images, code, and other content that is used to train, validate, test, retrain, or improve any AI Technology incorporated into or used with, in connection with, or in support of the AI Features.

4. AI Providers and Scope of Work.

- 4.1.** Onebrief represents that, by making this AI Features offering, it has and shall continue to use all commercially reasonable efforts to obtain all necessary permissions and licenses from the AI Providers for the provision and use of the AI services and AI systems.
- 4.2.** Onebrief reserves the right to provide any part of the AI Features through any of the AI Providers in its sole discretion and without prior notice to or approval from the Customer, or terminate its use of the AI system and/or AI services of one of the AI Providers for any reason whatsoever in its sole discretion.
- 4.3.** In the event that Onebrief terminates its contractual relationship with one of the AI Providers pursuant to the above Section 4.2, Onebrief shall use commercially reasonable best efforts to incorporate an alternative AI system and AI service if necessary, including, but not necessarily limited to, employing the services of another AI Provider or implementing its own AI system or AI services.
- 4.4.** The Parties agree that Onebrief’s termination of any AI Providers’ services pursuant to Section 4.2 shall not constitute cause for termination of the Agreement.

5. Customer Responsibilities.

- 5.1. Additional Use Restrictions.** In addition to the use restrictions set out in Section 2 of the License Agreement, Customer shall not, directly or indirectly, and shall not permit any Authorized Users to: (a) access or use the AI Features or any AI Customer Output to develop, train, or improve any other AI Technology/a competing or similar product or service; (b) use web scraping, web harvesting, web data extraction, or any other method to extract data from the AI Features or any AI Customer Output; (c) reproduce Training Data other than Customer Data, engage in model extraction, or otherwise attempt to derive or gain access to any source code, algorithm, model, model weights and parameters, or other underlying AI Technology or component of the AI Features, in whole or in part; (d) use the AI Features to create or generate AI Customer Output or use AI Customer Output in a manner that Customer knows or should know infringes, misappropriates, or otherwise violates any intellectual property right or other right of any Person or violates any applicable Law; or (e) input or otherwise Process any Personal Information through the AI Features.
- 5.2. Third-Party AI Providers Terms.** Customer shall comply, and ensure that Authorized Users comply, with all such third-party terms, as such terms may be updated, modified, or

added from time to time. Such third-party terms may include those from the following providers if noted on the Order Form and/or approved by the United States Government for use on Government networks.

OpenAI Terms of use, Privacy policy, and Service terms located at:

<https://openai.com/policies/>

Anthropic PBC terms located at:

Commercial Terms of Service

<https://www.anthropic.com/legal/commercial-terms>

Usage Policy

<https://www.anthropic.com/legal/aup>

Service Specific Terms

<https://www.anthropic.com/legal/service-specific-terms>

Privacy Policy

<https://www.anthropic.com/legal/privacy>

Responsible Disclosure Policy

<https://www.anthropic.com/responsible-disclosure-policy>

- 5.3. Compliance with Laws.** Customer and its Authorized Users shall comply with all laws, rules, and regulations applicable to their access and use of the AI Features and generation, use, and distribution of AI Customer Output.
- 5.4. Use of AI Features and AI Customer Output.** Customer is solely responsible for: (a) evaluating suitability of the AI Features for Customer's intended use; (b) Customer's and its Authorized Users' use and operation of the AI Features in accordance with relevant standards, including ensuring human oversight and monitoring; (c) evaluating (including by human review) AI Customer Output for accuracy, completeness, and other factors relevant to Customer's use before using, distributing, or relying on the AI Customer Output; and (d) Customer's decisions, actions, and omissions in reliance or based on the AI Customer Output.

6. Intellectual Property Rights.

- 6.1. Ownership of AI Customer Input and AI Customer Output.** As between Customer and Providers, to the extent permitted by applicable Law, Customer owns all right, title, and interest in and to all AI Customer Input and AI Customer Output, including all Intellectual Property Rights relating thereto, and Providers hereby assign, transfer, and otherwise convey to Customer their right, title, and interest, if any, in and to all AI Customer Output, subject to: (a) Section 6 of the Agreement with respect to Provider IP or Third-Party Materials in AI Customer Output; and (b) the license granted in Section 6.2 herein.
- 6.2. Provider Use of AI Customer Input and AI Customer Output.** Customer hereby grants Providers a royalty-free, fully paid-up, non-exclusive, license, exercisable by and through its Providers and their Personnel, to process the AI Customer Input and AI Customer Output as may be necessary for Providers to provide the Services to Customer.

7. Warranties.

7.1. General. Onebrief does not now, nor shall it in the future, provide the Customer with any additional warranties to the Customer regarding information and data security above or beyond the scope of any warranties and representations previously made to the Customer in the Agreement. The Customer acknowledges that by using the AI systems and/or AI services offered by the Providers under these Product-Specific Terms, that (a) the Providers' offering is subject only to the information and data security covenants already agreed upon by the Parties in the Agreement and that Onebrief's obligations with regard to the same shall not be altered by these Product-Specific Terms or any subsequent notice or agreement without the express, written consent of Onebrief; (b) Onebrief's decision now or in the future not to agree to a modification of its obligations with respect to information or data security, at the request of the Customer, shall not be sufficient grounds to void or invalidate the Customer's obligations under the Agreement, subject to all relevant and applicable federal laws regarding the handling, storage, and disclosure of Confidential Information; (c) by using the AI system and/or AI services offered by the Providers under these Product-Specific Terms, the Customer irrevocably agrees and acknowledges that the Customer's use is voluntarily conducted; (d) the Customer's use of the AI System and AI Services is conducted with full knowledge of and consent to the Providers AUP and EULA; and (e) subject to Sections 9 (Mutual Indemnification) and 10 (Limitation of Liability) of the License Agreement, and except where Customer is the United States federal government or any agency or instrumentality thereof (whose obligations are governed by Section 9.2 and applicable federal law and regulation, including 48 C.F.R. § 52.212-4(u)), the Customer assumes full liability for its use of the AI system and AI services offered by the Providers, under the scope of the Agreement and the Product-Specific Terms and waives all rights to recovery against Onebrief for any Harm or Loss incurred by the Customer as a result of its use of the AI system and AI services, to the extent contemplated by the Agreement and permissible under applicable law.

7.2. Customer Warranties. In addition to Section 8 of the Agreement, Customer represents, warrants, and covenants that: (a) Customer has and will maintain all necessary rights and permissions required to enter or submit AI Customer Input to or through the AI Features, including for the purposes of generating AI Customer Output in response to such AI Customer Input, so that, as Processed in accordance with the Agreement, it does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights, of any third party or violate any applicable Law; and (b) no AI Customer Input contains or will contain any Personal Information.

8. Disclaimer of Providers Warranties. AI CUSTOMER OUTPUT IS PROVIDED "AS IS," AND PROVIDERS SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT, GIVEN THE NATURE OF THE SERVICES AND AI TECHNOLOGY, AI CUSTOMER OUTPUT: (A) MAY BE INACCURATE; (B) MAY BE THE SAME AS OR SIMILAR TO OUTPUT THE SERVICES GENERATE FOR OTHER CUSTOMERS; (C) MAY NOT QUALIFY FOR INTELLECTUAL PROPERTY PROTECTION; (D) MAY BE SUBJECT TO THIRD-PARTY

TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSES; AND (E) DOES NOT NECESSARILY REFLECT, AND MAY BE INCONSISTENT WITH, PROVIDERS' AND THIRD-PARTY PROVIDERS' VIEWS.

9. **Suspension or Termination.** In addition to Provider's rights under Section 11 of the Agreement, a Provider may suspend or terminate Customer's or any Authorized User's access to or use of all or any part of the AI Features, without incurring any resulting obligation or liability, if the Provider believes, in its good faith and sole discretion, that such suspension or termination is necessary or required for the Provider to comply with applicable Law or due to a change in applicable Law.
10. **Designated Use.** Your use of the AI Features is subject to usage limitations established by Us, including a monthly allowance of AI tokens (the "AI Usage Cap"), measured as the aggregate number of input and output tokens Processed through the AI Features across all Users during each month of the Subscription Term, as metered by Our systems. In addition to the AI Usage Cap, You may access and use the AI Features solely for Your internal core operational planning purposes (the "Permitted Purpose"), and You shall not use the AI Features for any other business purpose. For clarity, the Permitted Purpose is a distinct and independent restriction that applies in addition to the AI Usage Cap. The AI Usage Cap is a usage limitation imposed and communicated by Us for purposes of Section 2.2.4(q) of the License Agreement, and unused amounts do not roll over. The AI Usage Cap applicable to Your subscription is the amount specified in Your Order, which is the authoritative source for the then-current limit. If You exceed the AI Usage Cap or use the AI Features other than for the Permitted Purpose, We may, upon at least two (2) business days' prior written notice, suspend or throttle Your access to the AI Features for the remainder of the applicable month unless the Parties agree in a written modification to the applicable Order to additional capacity or revised limits.

ONEBRIEF CLIENT ADVANTAGE SERVICES

1. Definitions.

"Client Advantage" means the Client Advantage services, if specified in an Order, that We and You establish to support the tailored implementation and operation of the Onebrief Software, including the configuration or customization of existing features within the Onebrief Software. Client Advantage services are available only in conjunction with an active subscription to the Onebrief Software and may not be purchased on a standalone basis. These services may include, but are not limited to, workflow optimization, data integration, product roadmap review participation, system configuration, deployment acceleration eligibility, accelerated feature adoption eligibility, and customer success enablement. The Client Advantage services are provided by resources drawn from any relevant function at Onebrief.

"Client Advantage Capacity" means Onebrief resource capacity to provide the Client Advantage Services for up to 1896 person-hours per year for each unit of capacity purchased on an Order Form.

“Client Advantage Software Contributions” means software code, configurations, or other intellectual property, if any, developed by Our resources while performing the Client Advantage services obligations.

2. ONEBRIEF SERVICE TIERS

The Onebrief Services are organized into three (3) service tiers (“Service Tiers”), each determined by the scope of associated support, availability and response time commitments, and feature adoption eligibility, as set forth below.

Each license purchased under an Order shall include one of the following Service Tiers. Fees for the applicable Service Tier shall be as set forth in the applicable Order as part of the subscription fee. Your Service Tier classification shall be determined by mutual agreement of the parties at the time of purchase and specified on the Order. Unless a higher tier is specified in the applicable Order Form, Your Onebrief Services shall be provided at the Standard Tier.

Standard Tier. The Standard Tier includes Virtual Support Services as defined in the Onebrief License Terms and Conditions, including remote training sessions, virtual office hours, on-demand resources, and asynchronous support. The Standard Tier may include a limited number of temporary or permanent Client Advantage resources, if specified on the applicable Order or license SKU. The Standard Tier provides availability and response time commitments consistent with the standard commercial offering.

Premier Tier. The Premier Tier includes all services included in the Standard Tier, plus: (a) dedicated on-site Client Advantage capacity assigned to Your Licensed Echelon, as specified on the applicable Order or license SKU. The Premier Tier provides enhanced availability and response time commitments beyond those of the Standard Tier.

Signature Tier. The Signature Tier includes all services included in the Standard Tier, plus: (a) increased Client Advantage capacity with a dedicated Client Advantage team as specified on the applicable Order or license SKU; (b) integration and product roadmap planning participation, conducted jointly with Your technical stakeholders; (c) semi-annual executive business reviews; and (d) early access to Beta Software features, subject to the Beta Software terms set forth in these Product-Specific Terms. The Signature Tier includes the highest level of availability and response time commitments, and accelerated feature adoption eligibility, available under the Agreement.

3. **Client Advantage Software Contributions License.** We hereby grant You a non-transferable, non-sublicensable (except to Users), non-exclusive, worldwide right to use the Client Advantage Software Contributions in connection with Your use of the Onebrief Software solely within the scope of Your authorized use of the Onebrief Software during the Subscription Term.
4. **License to Us.** To the extent Client Advantage Software Contributions incorporate Customer Materials, You grant to Us, and shall procure the grant of, a worldwide, royalty-free, non-exclusive, non-transferable license (and, where relevant, with the right for Us to sub-license to Our Affiliates or subcontractors) during the Subscription Term of the applicable Order to use, run, copy, modify,

enhance, host and maintain the Customer Materials, and to permit Our Affiliates and subcontractors to run, copy, modify, enhance, host and maintain the necessary Customer Materials, in each case as necessary to perform Our obligations under the Agreement.

ATOMENGINE SOFTWARE

Applicability. This section applies when an Order includes access to the AtomEngine software (the “AtomEngine Service”), including any algorithms, models, APIs, SDKs, screenshots, images, and documentation provided in connection with the AtomEngine Service (collectively, the “AtomEngine Materials”). In the event of conflict between this section and the License Agreement, this section controls solely with respect to the AtomEngine Service.

1. **Additional Definitions.**

“API” means an application programming interface and related documentation made available by Us in connection with the AtomEngine Service.

“SDK” means a software development kit consisting of sample code, documentation, and the applicable API, made available by Us in connection with the AtomEngine Service.

2. **API License.** Subject to Your compliance with the Agreement, We grant You a limited, non-exclusive, non-transferable, non-sublicensable right and license to use APIs solely to enable Customer Applications to communicate with the AtomEngine Service for the purposes authorized in Your Order. You will comply with any published API documentation and any other information or policies that We make available regarding use of the APIs. You will not: (a) use the APIs in a manner that, in Our reasonable discretion, exceeds specified call or query volumes, constitutes abusive or excessive use, or otherwise fails to comply with or is inconsistent with the Agreement; or (b) make any representations or warranties about the APIs to any third party.
3. **SDK License.** Subject to Your compliance with the Agreement, We grant You a non-exclusive, non-transferable, non-sublicensable right and license to: (a) use SDKs solely to enable Customer Applications in connection with the AtomEngine Service for the purposes authorized in Your Order; and (b) modify any sample code included within the SDKs in accordance with the documentation included with the applicable SDK and subject to any restrictions and limitations specified in such documentation.
4. **AtomEngine Privacy Policy.** Your use of the AtomEngine Service is subject to the AtomEngine Privacy Policy, available at <https://atomengine.com/privacy-policy>, as may be updated from time to time. In the event of conflict between the AtomEngine Privacy Policy and the License Agreement, the License Agreement controls.

ATOMENGINE ACCEPTABLE USE POLICY

1. **Customer Data Restrictions.** You will not upload, store, post or transmit data that:

- 1.1. Is obscene, defamatory, deceptive, harassing, abusive, threatening, hateful or discriminatory;

- 1.2. Violates anyone else's intellectual property, privacy, publicity or other rights;
 - 1.3. Violates applicable laws or regulations (including unlawfully marketing or selling controlled substances); or
 - 1.4. Contains viruses, malware, malicious code or similar harmful materials.
2. **Prohibited Conduct.** You will not and will not attempt to:
 - 2.1. Engage in deceptive or illegal activities (including, "spoofing", "phishing" or pyramid or similar schemes);
 - 2.2. Transmit spam or other unsolicited communications to other users;
 - 2.3. Publish benchmark or performance information about the Services without Onebrief's consent;
 - 2.4. Use the Services in violation of data, privacy or other applicable laws or regulations;
 - 2.5. Use the Services to engage in, promote, support or facilitate hateful, discriminatory or violent activities, whether online or offline; or
 - 2.6. Engage in any activity that we reasonably determine on advice of counsel will cause liability to us.
3. **No Disruption.** You will not and will not attempt to:
 - 3.1. Access the Services through unauthorized means (for instance, scraping or crawling);
 - 3.2. Disable or interfere with the Services or circumvent any security or access controls;
 - 3.3. Monitor traffic on the Services without Onebrief's permission;
 - 3.4. Probe, scan, penetrate or test the vulnerability of Onebrief's system or network; or
 - 3.5. Try to access other users' data or accounts without their express permission.
4. **Others.** You will not permit or encourage others to commit any of the actions above.
5. We may monitor compliance with this AUP and investigate any violations. If we determine that you or your content violates this AUP, we may remove or suspend access to your content or suspend your access to the Services.
6. We may report any activity that we suspect violates any law or regulation to law enforcement officials, regulators, or other appropriate third parties, and cooperate with them to investigate and prosecute illegal conduct. Our reporting may include disclosing information related to the violation of this AUP.
7. If you become aware of any suspected violation of this AUP, please notify us at legal@onebrief.com and provide a full explanation of the bases for the violation. We may request

your assistance to help stop or remedy the violation, and you will cooperate and assist us in connection with any such violation.