AI Terms of Use

In addition to the Agreement, these AI Terms of Use shall govern the following services:

1) AI Transaction Matching
2) Variance AI Analysis
3) ReMind Smart Message
4) Checklist Generator
5) Transform including all AI Agents
6) Intercompany

Further, there may be additional AI features and products that are currently in beta test mode. Upon general availability of each AI feature and product, they shall be deemed to be "AI Services" and shall be subject to these AI Terms of Use. All AI Services shall be designated in the Services by this sparkle icon ✦. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

1.   AI Services. FloQast makes available certain generative AI functionality provided by either: (a) OpenAI, or (b) Anthropic's Claude in Amazon Bedrock (collectively, the "**AI Functionality**") which are offered through the AI Services. The AI Services shall be included as part of the Services and shall be subject to the terms and conditions governing the Services as set forth in the Agreement as well as these AI Terms of Use. OpenAI, Anthropic and Amazon Bedrock are hereinafter known as the "**AI Providers**."

2.   Ownership. Customer may provide Customer Data for use with the AI Services ("**Input**") and receive output generated and returned by the AI Services ("**Output**"). As between Customer and FloQast and to the extent permitted by law, Customer owns all right, title and interest in and to the Input and the Output which shall be included in the definition of "Customer Data" provided that Outputs shall be excluded from Customer's obligation to indemnify FloQast except as specified in Section 4 below.

3.   AI Functionality.

a.   Neither FloQast nor the AI Providers will use Customer Data to train or improve its models, or for any purpose other than to provide AI Functionality. FloQast further agrees that: (i) the AI Services comply with all applicable law, including those laws governing the use of generative artificial intelligence; and (ii) FloQast will comply with all AI Provider usage policies governing the use of AI Functionality, as incorporated into the AI Services, including (as applicable) those set forth at https://openai.com/policies/usage-policies and https://www.anthropic.com/legal/aup

b.   Customer agrees that: (i) Customer is solely responsible for its Users' operation of AI Functionality; (ii) Customer has reviewed and will comply with all AI Provider usage policies governing the use of AI Functionality, including (as applicable) those set forth at https://openai.com/policies/usage-policies and https://www.anthropic.com/legal/aup; (iii) Customer's use of AI Functionality will comply with all applicable laws and regulations, including those governing the use of generative artificial intelligence; (iv) AI Functionality is not a substitute for human review, and will only be used to guide and not replace Customer's decision-making. Customer further acknowledges that AI Functionality is computer-generated and not human-generated and may produce inaccurate or biased outputs. FloQast and the AI Providers will not be liable in connection with any inaccuracies or biases produced by AI Functionality.

4.   Indemnification Regarding Outputs. In addition to the FloQast indemnities provided in the Agreement, FloQast shall defend, indemnify, and hold Customer harmless against Losses in connection with claims, demands, suits or proceedings made or brought against Customer by a third party that use of the Output infringes a third party's intellectual property rights. This indemnity does not apply where: (i) Customer or its Users knew or should have known the Output was infringing or likely to infringe, (ii) Customer or its Users disabled, ignored, or did not use any relevant citation, filtering or safety features or restrictions provided by FloQast or the AI Providers, (iii) Output was modified, transformed, or used in combination with products or services not provided by or on behalf of FloQast or the AI Provider, (iv) Customer or its Users did not have the right to use the Input or fine-tuning files to generate the allegedly infringing Output, (v) the practice of a patented invention contained in an Output, and (vi) the claim alleges violation of trademark or related rights based on Customer's or its Users' use of Output in trade or commerce. Indemnification under this Section 4 is Customer's sole and exclusive remedy under these AI Terms of Use for any third party claims.

5.   Disclaimer. FloQast disclaims all liability for the accuracy of the Outputs which are provided AS-IS. Customer is solely responsible for all use of the Output and for reviewing and evaluating the Output for accuracy and appropriateness.

If Customer has separate written terms of use governing the AI Services, those terms shall control. These AI Terms of Use are subject to change. FloQast will provide Customer with notice of any material changes to these AI Terms of Use.