

## AI Terms of Use

The Services include certain features and products that use third party artificial intelligence applications (“**AI Services**”). In addition to the Agreement, these AI Terms of Use shall govern the following AI Services:

- 1) AI Transaction Matching
- 2) Variance AI Analysis
- 3) Request Agent
- 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 third party AI providers (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. The third party AI providers 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.

**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 the AI Services comply with all applicable law, including those laws governing the use of generative artificial intelligence

**b.** Customer agrees that: (i) Customer is solely responsible for its Users’ operation of AI Functionality; (ii) Customer’s use of AI Functionality will comply with all applicable laws and regulations, including those governing the use of generative artificial intelligence; (iii) 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. Customer is required to review all Outputs. FloQast and the AI Providers will not be liable in connection with any inaccuracies or biases produced by AI Functionality.

**4. 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.