

EMAINT AI FEATURES ADDENDUM

This AI Features Addendum (“Addendum”) forms part of the Master Subscription Agreement (“MSA”) between eMaint and Customer and governs access to and use of AI-enabled features within the Services.

With respect to the AI Features only, this Addendum supersedes and controls over any conflicting terms in the MSA.

1. DEFINITIONS

- 1.1. “AI Input” means any information, data, text, prompts, or other materials submitted by or for Customer or its Users to the AI Features.
- 1.2. “AI Output” means the text, recommendations, workflows, code, or other content generated by the AI Features in response to AI Input.
- 1.3. “AI Features” means the features and functionality of the Service that utilize AI Technology, including Beta AI Features.
- 1.4. “AI Technology” means the machine learning, deep learning, large language models (“LLMs”), and other artificial intelligence algorithms used by eMaint to deliver the AI Features (specifically including services supplied by approved providers such as Amazon Web Services (“AWS”).
- 1.5. “Beta AI Features” means AI Features designated by eMaint as beta, pre-release, preview, pilot, prototype, or otherwise not yet made generally available, and provided solely for limited testing, research, and evaluation.
- 1.6. “High-Risk Activities” means operations that could lead to death, personal injury, environmental damage, or other regulated/high-risk uses (e.g., nuclear, life support, clinical decisions, automated consequential decisions).

2. ACCESS, ACCEPTABLE USE & HUMAN OVERSIGHT

- 2.1. Customer must actively enable any AI Feature within its account before use. AI Features are provided on an “as available” basis and are excluded from any Service Level Agreement (“SLA”) uptime calculations or service credits.
- 2.2. Customer acknowledges that the AI Features are powered by AWS. Customer agrees to comply with the AWS Acceptable Use Policy (available at <https://aws.amazon.com/aup/>). eMaint may suspend Customer’s access to the AI Features for violations.
- 2.3. Customer acknowledges that the AI Features generate automated content and Customer shall not (a) use the AI Features to develop competing artificial intelligence or machine learning models, systems or services; (b) misrepresent AI-generated Output as solely human-generated where disclosure is required; or (c) use the AI Features for High-Risk Activities.
- 2.4. Customer acknowledges that the AI Features are not “safety components” under applicable laws. Customer shall ensure qualified human review, validation, and approval of all AI Output, particularly regarding maintenance procedures, safety protocols, and equipment settings, before relying on it for operational use. eMaint is not liable for Customer’s reliance on AI Outputs.

3. CONSENT FOR SPEECH/TRANSCRIPTION FEATURES

- 3.1. Where AI Features capture or transcribe audio/voice or otherwise monitor communications, Customer will obtain and document all legally required User consents before use and provide evidence upon eMaint’s request.

4. OWNERSHIP & LICENSE

- 4.1. Subject to Customer’s compliance with this Addendum, eMaint hereby assigns to Customer all rights, title, and interest in and to the AI Output.
- 4.2. eMaint and its licensors retain all rights in the AI Features and AI Technology.
- 4.3. Customer grants eMaint a non-exclusive, worldwide, royalty-free license to access, process, and use AI Input solely to provide the AI Features to Customer, except as otherwise agreed to in writing.

5. WARRANTIES & SAFETY DISCLAIMERS

- 5.1. Notwithstanding anything to the contrary in the MSA, and to the maximum extent permitted by law, the AI Features are provided “as is,” without warranties or conditions of any kind, express or implied.
- 5.2. Customer acknowledges that the AI Technology may produce AI Output that is inaccurate, incomplete, or misleading. eMaint makes no representations or warranties regarding the accuracy, reliability, or completeness of any AI Output.

6. LIABILITY & INDEMNIFICATION

- 6.1. To the maximum extent permitted by law, eMaint’s total aggregate liability for any claim arising out of or relating to the AI Features (excluding Beta AI Features) shall be limited as set forth in the MSA; provided, however, that eMaint shall have no liability arising out of or relating to any AI Output, including any reliance on, use of, or actions taken in response to such AI Output. Customer is solely responsible for reviewing, validating, and determining the suitability of all AI Output for Customer’s use. To the maximum extent permitted by law, eMaint’s total aggregate liability for any claim arising out of or relating to Customer’s use of the Beta AI Features is limited to one US dollar (US \$1.00) (or the equivalent in local currency). The foregoing limitations shall not apply to liability for death, personal injury, or gross negligence.
- 6.2. Customer shall indemnify, defend, and hold harmless eMaint from and against any losses, damages, or costs resulting from any third-party claim alleging that the AI Input or Customer’s use of the AI Output infringes the Intellectual Property Rights of such third party or violates applicable law.

7. THIRD-PARTY PROVIDERS

- 7.1. Customer acknowledges that the AI Features utilize AWS as a sub-processor. eMaint shall maintain appropriate written agreements with AWS containing applicable data protection obligations. Customer agrees not to enter any personal data as AI Input.

8. BETA AI FEATURES

- 8.1. Beta AI Features are provided solely for testing, evaluation, and non-production use, and can be used optionally by Customer. eMaint grants Customer a non-exclusive, non-transferable, non-sublicensable license to access and use the Beta AI Features only for such purposes. Customer shall not use Beta AI Features in any operational, commercial, or decision-making context unless expressly authorized in writing by eMaint.
- 8.2. All information relating to the Beta AI Features, including their existence, performance, capabilities, and documentation, is eMaint Confidential Information. Customer shall use reasonable safeguards to protect such information and shall not disclose it to third parties.
- 8.3. Customer agrees to provide reasonable feedback regarding the Beta AI Features, including comments on functionality, performance, and potential improvements. eMaint may use such feedback without restriction and without attribution or compensation.
- 8.4. eMaint may modify or terminate Customer’s access to Beta AI Features at any time, with or without cause. Upon termination, Customer shall stop using the Beta AI Features and delete or return all related materials.

9. MISCELLANEOUS

- 9.1. If any provision of this Addendum is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. The governing law and forum for this Addendum shall be the same as those specified in the MSA. Capitalized terms used but not defined in this Addendum shall have the same meanings ascribed to them in the MSA.
- 9.2. eMaint may amend this Addendum at any time by posting a revised version at emaint.com/terms (or a successor URL). Customer is responsible for periodically reviewing the current version of the Addendum. Continued use of the AI Features after any such amendment constitutes Customer's acceptance of the revised terms.