



HAI Terms

AGREEMENT

As a result of you ("Customer") and the Hornbill Group company identified below ("Hornbill") signing or otherwise accepting this Hornbill Artificial Intelligence (HAI) Addendum (the "HAI Terms") forms a part of and is hereby incorporated into the Hornbill Subscription Agreement. These HAI Terms apply to your access and use of any HAI feature(s). Any capitalized terms used but not defined herein have the same meaning as or the substantially equivalent term in the Hornbill Terms of Service.

1. DEFINITIONS

In these terms, unless the context otherwise requires, the following words and expressions mean:

"AI Providers"	means OpenAI and Azure Open AI and such other providers as from time to time are published as described in our subcontractor list found at https://docs.hornbill.com/hornbill-cloud/subprocessors .
"Controller", "Processor", "Processing", "Data Subject", "Personal Data" and "Personal Data Breach"	take the meanings given in GDPR;
"Customer Data"	information, data, editorial content, Intellectual Property in any form relating to the Customer, including without limitation, its employees, customers, business and activities, including Protected Data or such data otherwise governed by applicable Data Protection Legislation, posted or submitted to the SaaS Service by a User or by Hornbill Personnel on behalf of Customer
"Customer Trained Model"	AI models which are specific to a single Customer and have been trained using only that Customer's Customer Data.
"Data Protection Legislation"	(i) the GDPR and any applicable national implementing Laws as amended or replaced from time to time (ii) the UK GDPR (iii) the DPA to the extent that it relates to Processing of Personal Data and privacy; and (iv) all applicable Law about the Processing of Personal Data and privacy in any relevant jurisdiction
"DPA"	Data Protection Act 2018 and any legislation amending, replacing and/or superseding such act
"EEA"	European Economic Area
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679) and General Data Protection Regulation (Regulation (EU) 2016/679)
"Generic AI Models"	AI models where Customer Data from multiple Customers is used to train a model intended for use by HAI for the benefit of multiple customers
"HAI"	means any feature(s) or functionality made available by Hornbill that utilize large language models or other machine learning or artificial intelligence trained by machine learning using Hornbill and/or third-party data models, which may be labelled or otherwise described as HAI. HAI is covered by the Hornbill Subscription Agreement and is deemed to be part of the SaaS Service.
"Hornbill Intellectual Property"	Intellectual Property owned by Hornbill consisting of original work and materials undertaken by Hornbill either previously or in performing its obligations under these terms
"Input"	means questions or information which may include Customer Data as submitted to HAI for processing
"Intellectual Property"	any and all copyright and all related rights, neighbouring rights including any rights relating to unauthorised extraction or reutilisation, design rights and any other intellectual property rights whether registered or not
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which Hornbill is bound to comply
"Output"	means responses generated by HAI and presented back to the Customer as a result of using HAI based on Input provided to HAI and which may or may not contain Customer Data or other questions asked to HAI as Input
"Party"	a Party to this agreement
"Performance Data"	means all operational and performance data related to your use of the SaaS Service, including, without limitation, which features are used, time spent using the SaaS Service, and similar data and metadata created in connection with the SaaS Service, together with analysis of such operational and performance data and derived findings, correlations, discoveries, and other insights or learnings derived by Hornbill from such analysis
"Protected Data"	means Personal Data received from or on behalf of the Customer or otherwise obtained in connection with the performance of Hornbill's obligations under this agreement

"Special Category Data"	is defined by the UK GDPR Article 9 as personal data which reveals: racial or ethnic origin. political opinions. religious or philosophical beliefs
"Subscription Agreement"	any extant agreement between Hornbill and Customer that sets out the terms of use for the provision of the SaaS Service by Hornbill and for the Customer's usage of that SaaS Service irrespective of the name of the agreement
"Trade Marks"	Hornbill's own corporate, trade and product branding, trademarks, service marks or other similar Intellectual Property rights owned by Hornbill from time to time
"UK GDPR"	means as defined in section 3(10) (as supplemented by section 205(4)) of the DPA
"User"	any person who connects to the SaaS Service whether or not they have a paid subscription

2. CUSTOMER DATA, INPUTS AND HAI OUTPUT

- 2.1. When customer uses HAI, Output shall be included in the definition of Customer Data.
- 2.2. Customer is solely responsible for the development, content, operation, maintenance, use, and dissemination of its Inputs and Customer Data.
- 2.3. Customer will ensure that neither Customer Data nor Customer's use of HAI or any Output will:
 - 2.3.1. violate any applicable law; or,
 - 2.3.2. violate these HAI Terms, the Hornbill Subscription Agreement, or any content and use policies Hornbill may implement from time to time; or,
 - 2.3.3. infringe, violate, or misappropriate any of Hornbill's rights or the rights of any third party.
- 2.4. Customer further represents and warrants that customer has all rights, licenses, and permissions needed to provide the Input to HAI.
- 2.5. Customer acknowledges that, due to the nature of generative AI and the technology powering HAI's features, HAI Output may not be unique, and HAI may generate the same or similar output to Hornbill or a third party.

3. PARTICIPATION AND TERMINATION

- 3.1. Customer's use of HAI and/or its participation in any HAI Beta Program is optional.
- 3.2. At its sole discretion, Hornbill may modify or replace any of the HAI Terms.
- 3.3. Hornbill may change, suspend, or discontinue any HAI feature at any time.
- 3.4. Customer's continued use of HAI following the posting of any changes to the HAI Terms constitutes acceptance of those changes.
- 3.5. Hornbill may also impose limits on certain features and services or restrict customer's access to all or part of the HAI without notice or liability to Hornbill.

4. RISKS AND LIMITATIONS

- 4.1. Artificial intelligence and machine learning technologies have known and unknown risks and limitations. You acknowledge that you are solely responsible for:
 - 4.1.1. developing your own internal policies regarding the appropriate use of these technologies and training other users on your account on such policies; and,
 - 4.1.2. providing transparency and explainability notices and obtaining all necessary consents required by applicable Laws; and,
 - 4.1.3. implementing sufficient human oversight for the use of HAI.
- 4.2. By using HAI, you acknowledge and agree that Hornbill is not responsible for:
 - 4.2.1. any inaccuracies or errors in the Output; or,
 - 4.2.2. any biases, lack of fairness, or limitations of the underlying algorithms or data; or,
 - 4.2.3. any Output that you may find unsafe, harmful or offensive.
- 4.3. If you encounter any Output that is inaccurate, unsafe, harmful, biased, unfair, offensive, or not appropriate, please report it to hai@hornbill.com so we can continue to improve these features.
- 4.4. You acknowledge that HAI is an optional feature of the Service overall and that you are free to stop using HAI at any time.

5. HAI USE RESTRICTIONS

- 5.1. Customer will not provide Input or attempt to generate HAI Output through HAI that consists of any sensitive or regulated information, including but not limited to:
 - 5.1.1. Special Category Data or protected health information as defined by USA HIPAA or similar statutes, or health, genetic, biometric record data in general; or,
 - 5.1.2. government-issued identification numbers of any kind; or,
 - 5.1.3. personal financial or bank account information; or
 - 5.1.4. Passwords or any other information that might be exploited to gain unauthorized access to systems or data.

5.2. Customer may not use HAI:

- 5.2.1. to develop foundation models or other large-scale models that compete with Hornbill or HAI; or,
- 5.2.2. to mislead any person that HAI Output was solely human generated; or,
- 5.2.3. to generate spam, fraudulent or inappropriate content for dissemination; or,
- 5.2.4. in a manner that violates any technical documentation, usage guidelines, or parameters.

5.3. Customer acknowledges and agrees that Hornbill may monitor Inputs and/or Outputs to monitor, prevent and/or mitigate abusive, unlawful, harmful or unauthorized use of the AI Features.

5.4. Customer's use of HAI is subject to fair usage restrictions that Hornbill may determine in its sole discretion. Customer acknowledges and agrees that if customer exceeds what Hornbill, in its sole discretion, determines to be fair usage, Hornbill may disable or degrade performance of HAI. Hornbill's HAI usage policy can be found here <https://docs.hornbill.com/servicemanager-config/administration/hai-usage-policy>

6. INTELLECTUAL PROPERTY

6.1. Hornbill owns all right, title, and interest in and to HAI and any resulting Performance Data, including all intellectual property and proprietary rights therein and notwithstanding anything else to the contrary in these HAI Terms, except for the rights provided herein, no other rights or permissions to HAI is granted.

6.2. The Intellectual Property as detailed at 6.1 above is included in the definition of Hornbill Intellectual Property

7. WARRANTY DISCLAIMER & INDEMNIFICATION

7.1. HAI is provided "as is" and Hornbill does not make any warranty as to:

- 7.1.1. HAI Output or the results that may be obtained from the use of HAI; or,
- 7.1.2. the accuracy of any other information obtained through HAI.

7.2. Hornbill disclaims all warranties including, without limitation, warranties of merchantability, non-infringement, and fitness for a particular purpose.

7.3. Customer understands and agrees that Hornbill does not attempt to verify the accuracy or compliance with laws of any HAI Output, material, and/or other data obtained using any HAI feature, and customer assumes the sole risk for use of such HAI output, material, and/or data.

7.4. Customer should not rely on any factual assertion in HAI output without independently fact checking its accuracy.

7.5. HAI output that appear(s) accurate because of its detail or specificity may still contain material inaccuracies.

7.6. HAI may not be capable of dynamically retrieving information, and HAI Output may not account for events or changes to underlying facts occurring after HAI was trained.

7.7. No information or advice, whether oral or written, obtained by customer from Hornbill or through HAI shall create any warranty not expressly made herein.

7.8. Neither Hornbill nor its affiliates nor their respective representatives will be liable under any legal or equitable theory for any claim (including third-party claims), damage, or loss (and customer will indemnify, defend and hold hornbill harmless against any and all such claims, including any indemnification obligation owed by Hornbill to its AI providers) arising from or relating to customer's use of HAI

8. IMPROVING HAI

8.1. Customer acknowledges and agrees that Hornbill may utilize Customer Data submitted to the SaaS Service for the purposes of providing, maintaining, and improving HAI, including training both Customer Trained Models and Generic AI Models, and Customer instructs Hornbill to process its Customer Data for such purposes, provided however;

- 8.1.1. Hornbill will not share Customer Data with any other customers in connection with the foregoing; and,
- 8.1.2. Customers may request that Customer Data be excluded from AI-related processing for Generic AI models by submitting such a request to hai@hornbill.com; and,
- 8.1.3. Hornbill will anonymise any Protected Data before using it for AI model training purposes.

8.2. Hornbill may use Performance Data and Feedback collected from customer's use of HAI to further develop and improve HAI or as otherwise permitted under the Hornbill Subscription Agreement.

8.3. Hornbill will not use any Customer Trained Model to provide services to other customers.

9. AI PROVIDERS' POLICIES

9.1. Hornbill uses technology provided by its AI Providers to provide certain features and functionality of HAI.

9.2. Customer may not use HAI in a manner that violates any AI Provider policies which can be found here: <https://docs.hornbill.com/servicemanager-config/administration/hai-usage-policy>

10. ADDITIONAL PROCESSING INSTRUCTIONS

10.1. To the extent Customer Data provided as Input to HAI contains Protected Data, Customer instructs Hornbill to process the Protected Data for the additional purpose of providing the HAI functionality and HAI Output.

10.2. Customer acknowledges that for the purposes of Customer's participation in any HAI beta program and its use of HAI, Hornbill uses AI Providers to provide certain features and functionality of HAI.

11. ENTIRE AGREEMENT; MODIFICATION; CONFLICTS; EXPIRATION

- 11.1. These HAI Terms, together with the Hornbill Subscription Agreement constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.
- 11.1. Except for Hornbill exercising its right to unilaterally modify or replace these HAI Terms having provided 30 days advanced notice to the Customer and Customer’s acceptance of such modified or replaced HAI Terms through Customer’s continued use of HAI following the posting of such modified or replaced HAI Terms, no modification, amendment, or waiver of any provision of these HAI Terms shall be effective.
- 11.2. To the extent of any conflict or inconsistency between the provisions in the body of these HAI Terms and the Subscription Agreement, these HAI Terms shall prevail.
- 11.3. These HAI Terms will survive the expiration or termination of the Subscription Agreement.

PARTIES

This agreement is between Hornbill Technologies Limited a company incorporated in England and Wales (registered no. 07244938) whose principal place of business is 3rd Floor, 86-90 Paul Street, London EC2A 4NE (“Hornbill”) and

CUSTOMER CONTACT DETAILS

Full Legal Name “Customer”
Address Line 1
Address Line 2
Town
County
Post Code
Country
Contact Name
Contact Email

SIGNED by the parties

Signed on behalf of Hornbill	Signed on behalf of the Customer
Signature	Signature
Print name	Print name
Title	Title
Date	Date