



## Software License Agreement

Software License Agreement for “Diskover Professional, Enterprise, Multistream, AI Data Assistant, and Industry Add-Ons” Software.

*Last Revised April 30, 2026*

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#### **7. AI Features.**

- a. **Scope and Integration.** The Software may include or enable access to certain artificial intelligence-powered features, functionality, or integrations, including without limitation natural language query tools, assistants, automation capabilities, and model connectors (collectively, "AI Features"). AI Features may facilitate Customer interaction with Customer data through large language models or other artificial intelligence systems.
- b. **Customer-Provided Models; No Provision of AI Models by Diskover.** Customer acknowledges and agrees that any large language model or other artificial intelligence system utilized in connection with the AI Features (each, an "AI Model") is selected, provisioned, hosted, and operated solely by Customer or by a third-party provider designated by Customer. Diskover does not provide, host, manage, or control any AI Model, and Diskover is not responsible for the operation, performance, security, or availability of any AI Model.
- c. **No Control Over Outputs.** Customer further acknowledges that Diskover does not control, monitor, or influence the content, accuracy, completeness, legality, reliability, or suitability of any responses, outputs, or results generated through the use of AI Features (collectively, "AI Outputs"). AI Outputs are generated by the applicable AI Model and not by Diskover.
- d. **No Use of Customer Data for Training.** Diskover does not use, access, or process Customer data submitted through AI Features for purposes of training, fine-tuning, or improving any machine learning or artificial intelligence models. To the extent Customer elects to transmit data to a third-party AI Model, such data usage is governed solely by Customer's agreement with the applicable third-party provider.
- e. **Customer Responsibilities.** Customer is solely responsible for: (a) selecting, configuring, integrating, and maintaining any AI Model used in connection with the AI Features; (b) ensuring that its use of AI Features and any AI Model complies with all applicable laws, regulations, and industry standards, including without limitation those relating to data privacy, data security, export controls, and artificial intelligence governance; (c) implementing appropriate safeguards, access controls, and usage policies with respect to AI Features; and (d) independently reviewing, validating, and verifying all AI Outputs prior to reliance, publication, or use in any operational, business, or decision-making context.



- f. **Disclaimer of AI Outputs.** AI Outputs are generated through probabilistic and non-deterministic processes and may contain errors, omissions, inaccuracies, or biases. AI Outputs are provided for informational purposes only and are not guaranteed to be correct, complete, or fit for any particular purpose. Customer acknowledges that AI Outputs do not constitute professional advice, and Customer assumes all risks associated with any reliance on AI Outputs.
- g. **Third-Party Services.** Use of any third-party AI Model or related services in connection with the AI Features is subject to the terms and conditions of the applicable third-party provider. Diskover makes no representations or warranties with respect to, and shall have no liability arising from or related to, any third-party AI Model or services, including any acts, omissions, data practices, or failures of such third parties.
- h. **No Liability for AI Features.** To the maximum extent permitted by applicable law, Diskover shall have no liability for any claims, damages, losses, or liabilities arising out of or related to: (a) Customer's use of AI Features; (b) any AI Outputs; (c) any AI Model or third-party provider; or (d) Customer's failure to review or validate AI Outputs prior to use.
- i. AI Features are intended solely to assist Customer in analyzing and interacting with its data and are not designed to replace human judgment or decision-making. Customer retains sole responsibility for all decisions, actions, and outcomes arising from its use of the AI Features and any AI Outputs.

**8. Confidentiality.** "Confidential Information", as further described in the Diskover Data Protection Policy and which is available upon request, means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to the terms and conditions of this Agreement (including pricing and other terms, sensitive data required and exchanged to process an order, and the like), the Software and underlying intellectual property, and any other Confidential Information that is not readily available in the public domain. Confidential Information shall not include information that: (i) is independently developed by the Receiving Party; or (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Section. Confidential Information shall remain the property of the Disclosing Party. Each Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party (and each Party shall maintain the confidentiality of this Agreement) using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary, and confidential information but in any event always with at least a reasonable degree of care. A Receiving Party must not disclose the Disclosing Party's Confidential Information to any person except: (a) to its employees (which for Diskover includes its affiliates' and its third party service providers' employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (b) to legal and financial advisers; (c) with the other party's prior written consent, or (d) if required by law, any stock exchange, or any governmental authority. Receiving Party may disclose the Disclosing Party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party provides prompt written notice thereof to the Disclosing Party (to the extent legally permitted) and assistance to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. The confidentiality obligations of each party will survive the expiration or termination of this Agreement for a period of three (3) years.

It is understood and agreed that notwithstanding any other provision of this Agreement, a breach by either party of this Agreement may cause the other party irreparable damage for which recovery of monetary damages might be inadequate and that the other party shall therefore be entitled to seek timely injunctive relief, without posting bond, in addition to any and all remedies available at law. On Disclosing Party's written request or upon expiration or termination of this Agreement for any reason, the Receiving Party will promptly return or destroy, at Disclosing



Party's option, all Confidential Information of Disclosing Party in any form or media and provide a written statement to Disclosing Party certifying the return or destruction of such Confidential Information.

**9. Compliance with Data Privacy Laws.** The Diskover Data Protection Plan, in compliance with applicable data privacy laws, is available upon request. For clarification, such compliance is effective as of the date set forth on such statement.

**10. Assignment.** You may not assign this Agreement, in whole or in part, without the prior written consent of Diskover. Any assignment in violation of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**11. Termination and Subscription Term Expiration.** Your rights in the Software are conditioned on complying with this Agreement, and those rights (together with this Agreement) will terminate automatically, without notice from Diskover, if you fail to comply with any term(s) of this Agreement. Upon expiration of your Subscription Term or any earlier termination of this Agreement, you must cease all use of the Software and destroy all copies, full or partial, of the Software in your possession or control.

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**17. Complete Agreement; Governing Language.** This Agreement constitutes the entire agreement between the parties with respect to the use of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by the parties. This Agreement is separate from the Order Form and any other agreements between you and Diskover or any third-party reseller or distribution entity, and



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