AI Addendum — Instructions (delete page before signing the addendum that follows)
Thank you for your continued partnership with HelioCampus. To activate or continue using AI-powered features for your institution, we require the attached AI Addendum to be signed prior to enabling those features.

Please review the addendum and do one of the following:

- ***Sign and return*** *the completed addendum to accounting@heliocampus.com, or*
- ***Send any redlines or comments*** *to accounting@heliocampus.com and our team will follow up to work through any changes.*

Once we receive your signed addendum, our team will confirm receipt and coordinate next steps with your HelioCampus point of contact.

If you have any questions about the addendum or the process, please don't hesitate to reach out accounting@heliocampus.com or anyone else on the HelioCampus team.

HelioCampus AI Addendum

This HelioCampus AI Addendum (this "**Addendum**") is entered into by and between HelioCampus, Inc. ("**HelioCampus**") and _____ ("**Client**"). The effective date of this Addendum is the last date of signature below (the "**Effective Date**").

This Addendum supplements and amends the current Master Subscription Agreement, or similar agreement, between HelioCampus and Client that governs HelioCampus services and/or rights to use HelioCampus platforms (the "**Agreement**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

1.1. "**HelioCampus AI Features**" means any machine learning, automated decision-making, natural language processing, or artificial intelligence ("**AI**") tools, services, or functionality made available as part of HelioCampus services. Such features may include, without limitation, functionality for natural language data querying, generative text summarization and analysis, guided analytical workflows, and any other functionality in the Services identified by HelioCampus as "AI-powered" or similar designation.

1.2. Capitalized terms not defined in this Addendum have the meanings given to them in the Agreement.

2. HelioCampus AI Features Terms

2.1. Client agrees that inputs to HelioCampus AI Features, including sample queries, user prompts, survey responses, and other text and content provided through Client's use of HelioCampus AI Features ("**Input**") and outputs thereof ("**Output**"), including all associated metadata, may be used by or on behalf of HelioCampus as contemplated by the Agreement and for improving HelioCampus AI Features and HelioCampus Platforms and Services, subject to HelioCampus' obligations of confidentiality as applicable under the Agreement.

2.2. HelioCampus will ensure that the contract with its large language model ("**LLM**") provider(s): (a) commits the LLM provider to keep all submitted data confidential and (b) prohibits the LLM provider from using the submitted data for training or improvement of the LLM.

2.3. Client understands and agrees that Input and Output that has been aggregated and anonymized may be used by HelioCampus to the same extent as provided under the Agreement with respect to aggregated and anonymized data.

3. Prohibited Use

3.1. Client shall not (and shall not permit any authorized user to):

(a) use HelioCampus AI Features to make automated decisions;
(b) use HelioCampus AI Features in a manner that is unlawful, harmful, or violates the privacy rights of third parties;

(c) attempt to discover the underlying components, algorithms, or trade secrets of HelioCampus AI Features;
(d) mislead anyone that the Output is human-generated;
(e) use HelioCampus AI Features to provide medical advice or any content regarding the treatment, prevention, diagnosis or transmission of diseases;
(f) Use HelioCampus AI Features to provide legal or financial advice;
(g) Use HelioCampus AI Features to generate contracts or legally binding obligations;
(h) Use HelioCampus AI Features to generate political content including for dissemination in electoral campaigns;
(i) Use HelioCampus AI Features to generate spam, ransomware, keyloggers, viruses; or
(j) Use HelioCampus AI Features to generate nudity or obscene or profane content.

Client shall limit the inclusion of personally identifiable information in the Inputs to the minimum amount necessary to achieve Client's desired result that is consistent with the purpose of the Services.

4. Disclaimers

HelioCampus AI Features may produce Outputs that are inaccurate, incomplete, biased, or offensive. Use of the Output and HelioCampus AI Features, and any material and/or data obtained through use of any HelioCampus AI Features feature, is at Client's sole risk. Client should not rely on any guidance or suggestions contained in Output without independently determining their accuracy, completeness and reliability. HelioCampus makes no express or implied warranty, representation or guarantee as to Output or HelioCampus AI Features whatsoever and specifically disclaims any warranty of merchantability, fitness for a particular purpose or use, noninfringement, or as to the accuracy, completeness, legality, uniqueness or reliability of the Output. Due to the nature of HelioCampus AI Features, Client agrees that: (a) no Service Level Agreement or service level terms shall apply to HelioCampus AI Features, and (b) Output does not represent HelioCampus' views.

5. Usage Limits

5.1. Client understands that HelioCampus may from time to time place reasonable usage limits for HelioCampus AI Features, including on the number of calls made to the LLM.

5.2. HelioCampus reserves the right to throttle usage to ensure equitable access to and optimal performance of HelioCampus AI Features.

6. Intellectual Property

6.1. As between the parties, HelioCampus owns all intellectual property rights in and to HelioCampus AI Features, including context and rules added by HelioCampus to HelioCampus AI Features.

6.2. As between the parties, to the extent allowed by law and subject to the use rights granted to HelioCampus in Section 2.1 of this Addendum, Client maintains ownership of any Inputs created by Client or its users and any Output generated in response to such Inputs.

7. Cost

If the cost to HelioCampus of providing HelioCampus AI Features tools materially increases, HelioCampus may provide Client with the option of either: (a) paying an increased fee for usage of the affected HelioCampus AI Features tools, pursuant to a mutually agreed change order or amendment; or (b) opting out of use of the affected HelioCampus AI Features tools.

8. General Terms

8.1. If there is a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. Except as modified by this Addendum, the terms of the Agreement are unchanged and remain in full force and effect.

8.2. This Addendum is the complete agreement of the parties concerning its subject matter and replaces any prior oral and written communications and understandings between the parties relating thereto.

ACCEPTED AND AGREED:

HelioCampus, Inc.	Client
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____