

Artificial Intelligence Usage Terms and Conditions

Version 2.1.7

1. TERM DEFINITIONS

Tetricor Inc and Sagedread Designs LLC, dba Sagecore Technologies are hereby collectively referred to as the “Company Entities”.

The License Holder shall hereby be referred to as the “Licensee”

AI Agent refers to any use of AI by the Licensee and/or any end user of the AI Agent.

1. PARTIES

This Agreement is between the License Holder (“Licensee”), and the Company Entities. The Licensee agrees to these Terms and Conditions by using any AI Agent.

2. NATURE OF SERVICE

The Licensee acknowledges that the Company Entities provide platform tools to deploy autonomous or semi-autonomous AI agents (“Agents”). These Agents operate using commercially available probabilistic machine learning models which may contain additional directives and corpus knowledge training.

These AI Agents are inherently capable of producing errors, hallucinations, bias or unintended actions. AI Agents must only be used as tools for assistance and the Licensee shall not rely on AI Agents for full automation.

All use of AI Agents by the Licensee must have Humans in the Loop (HITL) which incorporates human oversight and interaction. The AI Agents must be utilized in one of 2 HITL scenarios:

- 1) The AI Agent does its work and then a Human thoroughly and completely reviews, corrects and approves the AI Agent’s work.
- 2) The AI Agent provides help and guidance that is not contractual, legally binding or an expectation of guarantee. Best practice is to use this to guide the AI Agent user and guide them to the proper area where a deterministic system or human can give them their final answer.

3. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Company Entities shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, data, actions or other intangible losses arising out of or relating to the use of the platform or AI Agents.

4. DISCLAIMER OF WARRANTIES

The platform and Agents are provided on an "AS IS" and "AS AVAILABLE" basis. The Company Entities expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

5. LICENSEE RESPONSIBILITY

The Licensee assumes full responsibility for the configuration, deployment, and monitoring of any AI Agents. The Licensee is responsible for verifying the accuracy and appropriateness of any outputs generated by the Agents before taking action based on such outputs.

6. INDEMNIFICATION

The Licensee agrees to indemnify and hold harmless the Company Entities from and against any claims, liabilities, damages, losses, and expenses arising out of or in any way connected with the Licensee's use of the platform or violation of this Agreement.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company Entities are incorporated, without regard to its conflict of law provisions.

8. TERMS AND CONDITIONS UPDATES

The Licensee agrees to always be bound by the current version of the Artificial Intelligence Usage Terms and Conditions. The Company Entities may update the Artificial Intelligence Usage Terms and Conditions at any time for any or no reason with or without notice. The new version of Artificial Intelligence Usage Terms and Conditions will become enforceable 3 business days after they become the new current version. By continued use of any AI Agent, the Licensee agrees to the new current Artificial Intelligence Usage Terms and Conditions.

