

**INCIDENT IQ (iiQ) CLOUD SERVICES
MASTER SUBSCRIPTION AGREEMENT (MSA)
GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI)
TERMS OF SERVICE ADDENDUM**

THIS ADDENDUM GOVERNS CUSTOMER'S USE OF ANY GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PRODUCTS AND SERVICES THROUGH THE iiQ PLATFORM AND RELATED PRODUCTS/SERVICES. THIS ADDENDUM INCORPORATES BY REFERENCE AND IS SUBORDINATE TO THE APPLICABLE INCIDENT IQ CLOUD SERVICES MASTER SUBSCRIPTION AGREEMENT AND iiQ BETA SERVICES ADDENDUM.

Customer agrees and accepts the terms of this addendum by (1) clicking any box indicating acceptance, (2) acknowledging acceptance of this agreement in a separate document referencing or incorporating the terms of this agreement and/or (3) using GenAI functionality through the iiQ Platform and related Products/Services.

If the individual accepting this agreement is accepting on behalf of a legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "customer" shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and neither the individual nor the "customer" may use the services.

This Document was last updated on February 10, 2026. It is effective between Customer and iiQ for applicable AI solutions used through the iiQ Platform as of the date of Customer's accepting any Agreement referencing this Addendum and/or upon Customer's use of iiQ's offering of GenAI.

Definitions

AI Features. Refers to any features offered within the Cloud Services that leverage the use of artificial intelligence (generative and/or agentic), machine learning, and/or similar technologies provided by Incident IQ.

AI Output(s). Refers to any output(s), data, content, or suggestions generated, transmitted, or otherwise made available to the Customer or any Authorized User in connection with the use of the AI Features.

1.1. AI Features. Customer acknowledges that the Cloud Services may offer AI Features.

1.1.1. Use of AI Features by Customer is voluntary.

1.1.2. For those customers who select AI Features, such selection includes an acceptance that the use of AI Features will be governed by these terms, as well as by the Beta Services addendum and the Master Subscription Agreement, as well as other applicable documents, as available at www.incidentiq.com/legal/ and/or trust.incidentiq.com.

1.1.3. Incident IQ reserves the right to suspend the use of some or all AI features for any reasonable amount of time if it reasonably determines such use by Customer and/or its User(s) violates this addendum and/or the Acceptable Use Policy.

1.1.4. Incident IQ will not, and will not permit any third party to, use any Customer Information (including Student Data) to train any artificial intelligence or machine learning models; provided that Incident IQ may use de-identified Feedback (e.g., Customer labeling of suggestions from AI Features with a thumbs up or thumbs down) and/or Usage Data for the purpose of training and improving its AI Features.

1.2. Customer Responsibility for AI Output. Customer acknowledges that AI Features are designed to assist User decision-making and may not always be correct. Customer is solely responsible for:

1.2.1. Suitability: Determining whether the AI Features are suitable for Customer's specific use case(s);

1.2.2. Verification: Reviewing the accuracy, reliability, and appropriateness of any AI Output prior to use or publication; and

1.2.3. Human Oversight: Ensuring all AI Output is subject to meaningful human oversight, particularly when used for applicable workflows.

1.3. Prohibited Uses of AI Features. Customer will not, and will not permit any User to, use the AI Features or AI Output for any purpose that is prohibited by this Addendum, the Master Subscription Agreement, and/or the Acceptable Use Policy. The following list, while not exhaustive, sets forth specific prohibited uses:

1.3.1. Harm to Minors and Child Safety. Customer is expressly prohibited from using the AI Features to create, process, or transmit any content or data that is unlawful, harmful to minors, or related to child exploitation. Prohibited activities under 1.3.1., include, but are not limited to:

1.3.1.1. **Generating Harmful Material:** Creating, sending, uploading, displaying, storing, processing, or transmitting material that constitutes Child Sexual Abuse Material (CSAM), depicts non-consensual sexual content, or is otherwise harmful, abusive, or inappropriate for children.

1.3.1.2. **Facilitating Child Exploitation:** Using the AI Features in a way that encourages, facilitates, or is associated with child abuse, grooming, or exploitation.

1.3.1.3. **Predicting Harm:** Using the AI Features to predict or assess a child's likelihood of self-harm, engaging in harmful behavior, or being subject to abuse, **without the direct intervention and assessment of a qualified, trained human professional** and strict adherence to all legal and ethical guidelines.

1.3.2. Automated Decision-Making and Profiling. The AI Features must not be used to make significant, fully automated decisions about students or personnel that have legal or similarly significant effects. Specifically:

1.3.2.1. Significant Student Decisions: Using AI Output as the sole basis for automated decisions related to a student's disciplinary action, academic standing, counseling referral, or determination of required services.

1.3.2.2. Profiling and Categorization: Explicitly predicting, categorizing, or scoring an individual (especially a student) based on protected characteristics, including, but not limited to, race, ethnic origin, religious beliefs, age, gender, sexual orientation, disability, health status, or financial status. This prohibition does not apply to tools designed solely to identify security breaches, fraud, or system vulnerabilities.

1.3.3. Unauthorized Biometric and Emotional Analysis. The AI Features must not be used for invasive or unauthorized surveillance and analysis:

1.3.3.1. Emotion Detection in Education: Detecting, inferring, or assessing an individual's emotions (including students, staff, or faculty) within the workplace or educational institutions, except when strictly necessary for specific, medical, or safety reasons and with appropriate permissions.

1.3.3.2. Biometric Identification: Submitting images, video, or audio recordings of individuals (especially minors) without explicit, informed consent for the purpose of creating, analyzing, or categorizing based on biometric identifiers (e.g., face prints, voiceprints, facial geometry).

1.3.4. Deceptive and Malicious Activity. The AI Features must be used transparently and ethically:

1.3.4.1. Deception and Misrepresentation: Deceiving end users or consumers by misrepresenting AI-generated content (including text, summaries, or suggested actions) as having been created entirely by a human or as original, non-AI-assisted content, particularly in academic or administrative contexts.

1.3.4.2. Exploitation of Vulnerabilities: Deploying or using the AI Features to exploit the vulnerabilities of individuals, including those related to age, disability, and/or specific social or economic situations.

1.3.4.3. Illegal Activities: Using the AI Features to generate, promote, or facilitate illegal goods, services, or activities.

1.3.5. Usage abuse. Using the AI Features in an unreasonable way such that the token usage materially exceeds what is reasonable for the customer's authorized user(s). If Customer exceeds these limits, Incident IQ may throttle access (including potential full suspension) or otherwise require Customer to purchase additional capacity before permitting further access.

1.4. Disclaimer. Incident IQ makes no covenants, representations or warranties regarding any AI Outputs, including, without limitation, with respect to the accuracy, quality or truthfulness thereof. **Incident IQ disclaims all liability for actions taken by Customer based on AI Output.**

1.4.1. Ownership of AI Output. As between the parties, Customer retains all right, title, and interest in and to AI Output(s). Customer grants Incident IQ a perpetual, worldwide, non-exclusive license to process, host, and display AI Output solely to provide the Services.

1.4.2. Incident IQ makes no warranty that AI Output will be unique to Customer or that it does not infringe third-party IP rights (as AI models may generate similar responses for different users).

1.4.3. Exclusion from Indemnification. To the maximum extent possible under applicable state law, Incident IQ shall have no intellectual property indemnification obligations with respect to any claim arising from or connected to the Customer's utilization of AI Output.

1.4.4. AI Output Indemnity. To the maximum extent possible under applicable state law, Customer will defend Incident IQ and its Affiliates from and against any third-party claims, demands, suits, or proceedings (each, a "Claim") and will indemnify Incident IQ for all damages finally awarded against iiQ, to the extent such Claim arises out of Customer's use, publication, or distribution of the AI Features and/or AI Output in violation of this Addendum or alleging that the AI Output, as used by Customer, infringes or misappropriates the intellectual property rights of a third party.