NEOGOV AI Addendum

This Addendum applies only to the AI Tools provided to Customer by NEOGOV as part of the Services. For purposes of this Addendum, "AI Tools" means large language models (LLMs) or other machine learning or artificial intelligence features of Services. The following terms ("AI Terms") are hereby added to and incorporated in the terms of the most recently published NEOGOV Services Agreement available at: https://www.neogov.com/service-specifications (the "Agreement"). Capitalized terms not defined in AI Addendum have the meanings given in the Agreement.

1. Use of AI Tools. Customer may submit Customer Data (including in the form of prompts or queries) to AI Tools ("Inputs") and receive outputs from the AI Tools ("Outputs"). Customer's use of AI Tools are optional and NEOGOV shall disclose the use of any AI Tools in each Service.

2. Warranties and Disclaimers.

   a. Due to the nature of the AI Tools, NEOGOV does not represent or warrant that (a) Output will be accurate, complete, or current, (b) Output will be unique to Customer as NEOGOV may generate the same or similar output to NEOGOV's other customers due to the nature of generative AI, (c) Output will not incorporate or reflect third-party content or materials, or (d) Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Output shall be excluded from NEOGOV's indemnification obligations under Section 14(b) of the Agreement.

   b. Outputs are generated through machine learning processes and are not independently verified by NEOGOV and are not guaranteed to be accurate, complete or current by NEOGOV. NEOGOV disclaims all liability in connection with any errors, inaccuracies or omissions in connection with the Outputs. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. Output is suggestive in nature only and must be critically assessed by Customer using human review for accuracy and applicability. Customer is solely responsible for its Input and use of the Output and may elect not to utilize the AI Tools as part of the Services. The warranty disclaimers and limitations of liability in the Agreement for the Services apply to the AI Tools.

3. Customer's Usage. When customer uses AI Tools, Output shall be Customer Data. Customer is solely responsible for the development, content, operation, maintenance, use and delivery of its Inputs and Customer Data. Without limiting any restrictions on use of the Services in the Agreement, Customer will not and will not permit anyone else to: (a) use the AI Tools or any Output to infringe any third-party rights, (b) use the AI Tools or any Output to develop, train or improve any AI or ML, (c) represent any Output as being approved or vetted by NEOGOV, (d) represent any Output as being an original work or a wholly human-generated work, (e) use the AI Tools for purposes or with effects that are discriminatory, harassing, harmful or unethical, (g) use the AI Tools in violation of any applicable law, including laws regarding data privacy and automated decision making technologies, and (h) use the AI Tools for any impermissible purposes including employment decisions.

4. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will prevail with respect to the use of any AI Tools.