Ranorex Supplemental AI Terms

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE "I AGREE" OR "ACCEPT" BUTTON BELOW YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE SUPPLEMENTAL TERMS (THESE "SUPPLEMENTAL TERMS") GOVERNING ACCESS TO AND USE OF RANOREX'S AI FEATURES. THESE SUPPLEMENTAL TERMS, TOGETHER WITH YOUR EXISTING AGREEMENT WITH RANOREX GOVERNING THE LICENSING OR USE OF RANOREX'S SOFTWARE PRODUCTS AND SOFTWARE SERVICES (THE "END-USER AGREEMENT") SHALL APPLY TO AND GOVERN YOUR USE OF ALL RANOREX AI FEATURES. TO THE EXTENT ANY TERMS OR CONDITIONS CONTAINED IN THESE SUPPLEMENTAL TERMS CONFLICT WITH THE TERMS OR CONDITIONS CONTAINED IN THE END-USER AGREEMENT, THE TERMS AND CONDITIONS OF THESE SUPPLEMENTAL TERMS SHALL SUPERSEDE ONLY THOSE CONFLICTING TERMS OR CONDITIONS CONTAINED IN THE END-USER AGREEMENT. TERMS USED BUT NOT DEFINED IN THESE SUPPLEMENTAL TERMS SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE END-USER AGREEMENT.

YOUR USE OF RANOREX'S SOFTWARE PRODUCTS AND SOFTWARE SERVICES DOES NOT REQUIRE USE OF ITS AI FEATURES. YOU MAY, AT ANY TIME, CHOOSE TO OPT-OUT BY CHANGING THE ACCOUNT SETTINGS. FOR MORE INFORMATION ON DATA HANDLING AND PRIVACY RELATED TO AI FEATURES PLEASE READ THE FAQS AVAILABLE HERE.

IF YOU DO NOT AGREE TO ANY OF THESE SUPPLEMENTAL TERMS THEN YOU SHOULD NOT CLICK "ACCEPT" OR "I AGREE" BELOW AND YOU SHALL HAVE NO RIGHT TO ACCESS OR USE RANOREX'S AI FEATURES.

a. AI Features and Third-Party Tools. Ranorex may, from time to time, offer products, functionalities or capabilities that are powered by artificial intelligence using one or more Third-Party AI Tools developed by third parties, including the ones listed below ("**AI Features**"). Customer acknowledges and agrees that by using the AI Features, all the terms and policies associated with the Third-Party AI Tools (including any updates) also govern Customer's use of the AI Features. Access to and use of the AI Features may require a separate purchase. Ranorex reserves the right to amend, alter, suspend or terminate any AI Features without any prior notice. RANOREX AND THE PROVIDERS OF THIRD-PARTY AI TOOLS DO NOT ALLOW THE TRANSFER OF ANY PERSONAL INFORMATION OF CHILDREN UNDER 13 OR THE APPLICABLE AGE OF DIGITAL CONSENT.

Third Party AI Tool	**Terms and Conditions**
Amazon AWS	https://aws.amazon.com/service-terms
Google Gemini	Google APIs Terms of Service: https://developers.google.com/terms Gemini API Additional Terms: https://ai.google.dev/gemini-api/terms Google Cloud Data Processing Addendum: https://cloud.google.com/terms/data-processing-addendum Google Generative AI Prohibited Use Policy: https://policies.google.com/terms/generative-ai/use-policy Google Privacy Policy: https://policies.google.com/privacy

b. Use and Reliance on AI Features. Customer acknowledges and agrees that any content generated through the use of the AI Features is produced by non-human, predictive models that operate based on linguistic and statistical algorithms in response to user inputs. Ranorex does not review, verify, or validate such content prior to delivery to Customer. Ranorex strongly recommends that Customer independently review, evaluate, and verify any such content before relying upon or incorporating such content into any business or operational decision. Customer's use of the AI Features is at its sole risk.

c. Restrictions on Use. Customer use of AI Features is subject to the restrictions on the use of the Services set forth in the End-User Agreement, and the restrictions on use of AI Features in this section.

1. **No Use in High-Risk Applications.** Customer and its users will not use, and will not allow third parties to use, AI Features in a system or application where the use of or failure of such system or application developed or deployed with the use of AI Features could result in the death or serious bodily injury of any person, or to severe physical or environmental damage. Customer is solely responsible for ensuring that systems and applications developed with the use of AI Features include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements. **Ranorex will not be liable to Customer or any third party, in whole or in part, for any claims or damages arising from the use of AI Features with high-risk systems and applications.**
2. **No Disruption.** Customer and its users will not, and will not allow third parties to, try to gain unauthorized access to an AI Features or third-party technology used in an AI Features or disrupt any service, device, data, account or network related to delivery of an AI Features or third-party technology used in an AI Features. Customer will not, and will not allow third parties to disable, evade, disrupt

or interfere with content filters, restrictions in any safety systems that are part of an AI Features or third-party technology used in an AI Features.

3. **No Training or Competitive Use.** Customer and its users will not use, and will not allow third parties to use, AI Features, Output Content or data from the AI Features to create, train, or improve (directly or indirectly) an AI service or model or a product or service that is similar or competitive to an AI Features or third-party technology used in an AI Features. For purpose of this Supplemental Terms, "**Output Content**" means any data, text, sound, video, image, code, or other content generated by AI Features.
4. **No Data Extraction.** Customer and its users will not use, and will not allow third parties to use, web scraping, web harvesting, or other data extraction methods to extract data from an AI Features or third-party technology used in an AI Features.
5. **Other Prohibited Uses. Customer and its users will not, and will not allow third parties to, use AI Features for:** (i) surveillance in private places; (ii) facial recognition in public places or by law enforcement agencies; (iii) collecting or processing biometric information without the consent of the subject; (iv) falsely impersonating any individual; (v) conducting activities that infringe on or violate the rights of others; (vi) mining cryptocurrency; (vii) generating illegal content; (viii) facilitating fraud; (ix) violating any applicable law including, but not limited to, the E.U. and U.K. General Data Protection Regulation (GDPR), the California Privacy Rights Act, any other US state privacy law and any laws or regulations relating the use of generative artificial intelligence, as may be adopted and amended by relevant authorities from time to time.
6. **No Representation that Output Content is Human-Generated.** Customer and its users will not, and will not allow third parties to, represent that Output Content from AI Features was human-generated.
7. **Use and Abuse Monitoring.** Customer acknowledges and agrees that Ranorex may monitor your use of the AI Features for compliance with applicable limits on use. If Ranorex determines your use exceeds applicable limits, Ranorex will invoice you for fees related to the excess use.

d. Warranty and Disclaimers. THE AI FEATURES ARE ENABLED BY THIRD-PARTY AI TOOLS. RANOREX DOES NOT GUARANTEE THE ACCURACY OF ANY OUTPUT GENERATED BY THE AI FEATURES. CUSTOMER IS REQUIRED TO ASSESS AND EVALUATE THE ACCURACY OF THE OUTPUT GENERATED AND NOT RELY ON RANOREX TO DO SO. IN ADDITION TO THE DISCLAIMER INCLUDED IN THE END-USER AGREEMENT, THE AI FEATURES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RANOREX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE AI FEATURES, OR THE INFORMATION, TEXT, AND CONTENT INCLUDED IN THE OUTPUT, OR THE USE OF THE INPUT, INCLUDING WITHOUT LIMITATION, ACCURACY OF THE RESULTS, AVAILABILITY, SUITABILITY, RELIABILITY, OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE AI FEATURES. RANOREX WILL HAVE NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY FROM CUSTOMER'S USE OF THE INPUT, OUTPUT OR CONTENT OR ANY ERRORS OR OMISSIONS CONTAINED IN THE INPUT, OUTPUT OR CONTENT. **BY OPTING INTO ANY AI FEATURES, CUSTOMER WAIVES ANY CLAIMS AND LIABILITY AGAINST RANOREX ARISING FROM CUSTOMER'S USE OF THE AI FEATURES. THIS WAIVER APPLIES REGARDLESS OF WHETHER CUSTOMER'S CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISE FROM RANOREX'S AI FEATURES OR THAT OF THE THIRD-PARTY AI TOOLS.**

e. Suspension. Ranorex may immediately suspend or terminate Customer access to an AI Features if Ranorex has a reasonable basis to believe that Customer Output Content or its use of an AI Features or Output Content violates the End-User Agreement or these Supplemental AI Terms.