

AI Supplementary Terms

These AI Supplementary Terms (“AI Terms”) form a part of the Simpro Terms & Conditions and End-User Licence Agreement, as applicable, between you and Simpro (the “Agreement”). These AI Terms apply to your access and use of any AI feature(s). To the extent there is a conflict between these AI Terms and the Agreement, the AI Terms shall supersede the Agreement specifically as it relates to Customer’s use of AI. Any capitalised terms used herein have the same meaning as in the Agreement.

By accessing or using AI, you agree to these AI Terms on behalf of the applicable entity or organisation that you represent.

1. General. “AI” means any feature(s) or functionality made available by Simpro that utilise artificial intelligence, machine learning, or similar technologies.
2. AI is Third Party Software.
3. You agree to the third party’s terms [here](#) and agree to indemnify and hold Simpro harmless for any breach of those terms.
4. AI Content. If you choose to enable AI, your Content that is uploaded in Simpro (“Input”) will be used by AI and you will receive output generated and returned by AI based on your Input (“Output”, and together with Input, “AI Content”). When you use AI, Input and Output are your Data. You are solely responsible for your AI Content, including compliance with applicable laws and the Agreement.
5. You will ensure that your AI Content will not (i) violate any applicable law; (ii) violate these AI Terms or the Agreement; or (iii) infringe, violate, or misappropriate any of our rights or the rights of any third party. You acknowledge that due to the nature of machine learning and the technology powering AI features, your Output may not be unique and AI may generate the same or similar output for a third party.
6. Warranty Disclaimer. AI IS PROVIDED TO YOU ON AN AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. SIMPRO DOES NOT MAKE ANY WARRANTY REGARDING THE RESULTS OBTAINABLE FROM USING AI OR THE ACCURACY OR SUITABILITY FOR YOUR NEEDS OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, MATERIALS, DESIGNS, WORKFLOWS/PROCESSES, CODE, OR OTHER DATA) OBTAINED THROUGH AI. YOU UNDERSTAND AND AGREE THAT ANY SUCH INFORMATION OBTAINED THROUGH USING AI IS AT YOUR SOLE RISK. DO NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENT FACT-CHECKING. DO NOT RELY ON DESIGNS, WORKFLOWS/PROCESSES, OR CODE IN OUTPUT WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR YOUR NEEDS. NO SUCH INFORMATION, SUGGESTIONS, OR OUTPUT, OBTAINED BY YOU FROM SIMPRO OR THROUGH AI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7. You acknowledge that, to the maximum extent permitted by law, Simpro, Simpro's Personnel and Simpro's Related Entities will not be liable to you or any third party for any Losses related to your use of AI.
8. Service Level Terms Are Not Applicable. Notwithstanding anything to the contrary in your Agreement, downtime of AI will not be included in the Uptime calculations.
9. SIMPRO MAY CHANGE THIS AGREEMENT BY POSTING A REVISED VERSION AT [HTTPS://WWW.SIMPROGROUP.COM/LEGAL](https://www.simprogroup.com/legal) OR ANY OTHER APPLICABLE SIMPRO WEBSITE AND SUCH CHANGES WILL BE EFFECTIVE UPON POSTING. YOUR USE OF AI FOLLOWING ANY SUCH CHANGES, WILL CONSTITUTE YOUR ACCEPTANCE OF THOSE CHANGES.