



ARTIFICIAL INTELLIGENCE SCHEDULE

This Artificial Intelligence schedule ("**Schedule**") supplements and forms part of the Flexera Subscription Agreement or other written agreement between Customer and Flexera (the "**Agreement**") and governs Flexera's development, deployment, and operation of artificial intelligence and machine learning technologies within its Products. Capitalized terms used but not defined herein have the meanings given in the Agreement. In the event of a conflict between this Schedule and the Agreement, this Schedule will control with respect to its subject matter.

1. Definitions

AI Features: any functionality within the Products that employs artificial intelligence or machine learning techniques, whether generative, predictive, or analytical, as further described in the applicable Documentation.

Add-On AI Feature: an AI Feature that Flexera makes available as a separately licensed product, identified by its own SKU and subject to additional Fees, as set forth in an Order. Add-On AI Features are distinct from AI Features that are included in the base Products at no additional charge.

AI Connector: a connection interface made available by Flexera (including any model context protocol or similar interface) that enables Customer to query Customer Data within the Products using a Customer AI Tool.

AI Output: any content, recommendation, analysis, prediction, summary, or other result generated by an AI Feature, whether based on Customer Data or other inputs.

Agentic AI Feature: an AI Feature that Customer configures to perform one or more activities within the Products, or in systems connected to the Products, within permissions defined or enabled by Customer and without requiring human confirmation of each individual action.

Customer AI Tool: a third-party artificial intelligence assistant, model, or service that is selected, controlled, and configured by Customer and connected to the Products through the AI Connector.

Customer Data AI Features: AI Features that use Customer Data in order to generate outputs or recommendations.

Flexera Data AI Features: AI Features that operate on data sources maintained and controlled exclusively by Flexera and that do not process or otherwise use Customer Data.

Personal Data: has the meaning given in the Data Processing Agreement incorporated into the Agreement.

Tenant: the logical isolation boundary within Flexera's infrastructure associated with a single Customer's deployment environment.

2. Governance and Ethical Framework

- 2.1. AI Governance Structure. AI governance is overseen by a cross-functional body spanning Engineering, Legal, Security, and Product. The VP of AI/ML and the Chief Information Security Officer are jointly accountable for AI risk and compliance. AI Features, models, and policies are reviewed at least annually and upon material architectural or regulatory change.
- 2.2. Ethical Principles. Flexera's AI development is guided by the following principles:
 - 2.2.1. Secure by Design: AI Features are treated as part of Flexera's critical security attack surface and are subject to specific threat modeling and defense-in-depth strategies.
 - 2.2.2. Transparency and Control: Flexera prioritizes explainable AI architectures. Where external large language models are used, Flexera implements citation grounding to trace AI Outputs back to their supporting Customer Data or reference sources, enabling Customer to verify the basis for a given output.
 - 2.2.3. Ethical Integrity: Flexera maintains documented processes to detect and mitigate bias in AI models, including testing against diverse datasets to assess fairness.
 - 2.2.4. Customer Control: Customers can enable or disable AI Features on an opt-in or opt-out basis, as described in Section 8.
- 2.3. Internal AI Use. Employee use of external AI tools is governed by Flexera's Corporate AI Policy.
- 2.4. Kill Switch. Flexera maintains a kill switch mechanism capable of disabling AI Features independently of the core application. The kill switch is executed by Flexera's engineering teams during an active incident or safety event.
- 2.5. Incident Procedures. AI-related incidents are managed under Flexera's standard incident response procedures, supplemented by AI-specific guidance incorporated into those procedures.

3. AI Feature Functionality and Explainability

- 3.1. Architecture. AI Features use controlled architectures that combine structured enterprise data with machine learning and language models. AI responses are designed to be grounded in authorized data sources and to support traceable results.
- 3.2. Decision Traceability. AI inference requests, retrieved data sources, prompt versions and histories, retrieval metadata, and generated outputs are logged and retained in accordance with Flexera's audit, compliance, and log retention policies.
- 3.3. Human Oversight. High-impact AI Output is subject to human review workflows where applicable. Customers retain the ability to validate and override automated recommendations.
- 3.4. Third-Party Models. Where Flexera uses external large language models, responses are grounded using citation and retrieval mechanisms that allow users to trace outputs to authoritative data sources.
- 3.5. Transparency to Users. Where an AI Feature is designed to interact directly with an individual, or generates synthetic audio, image, video, or text content, Flexera will provide the disclosures required under applicable AI transparency laws, including, where applicable, Article 50 of the EU AI Act—namely, informing users that they are interacting with an AI system and marking AI-generated or manipulated content as such—to the extent technically feasible.

- 3.6. Regulatory Classification of AI Features. The AI Features are not high-risk AI systems and are not intended for, or to be used for, any purpose listed in Annex III of the EU AI Act. Where Flexera integrates a third-party general-purpose AI model, the provider of that model is responsible for the obligations applicable to it as the provider of that model. Customer is responsible for the obligations arising from its configuration and use of the AI Features, including any Agentic AI Features it enables (Section 7) and any deployer obligations under applicable AI laws.

4. Model Inventory and Supply Chain

- 4.1. Model Inventory. Flexera maintains a version-controlled inventory of AI models, algorithms, and third-party providers integrated into the Products. A current model inventory is available to Customer upon request.
- 4.2. Regional Compliance. AI models and providers are selected and deployed in accordance with applicable data residency, regulatory, and contractual requirements.
- 4.3. Supply Chain Governance. Third-party and open-source AI components are evaluated for security, licensing, and compliance risks prior to adoption and throughout their lifecycle.

5. Data Privacy and Segregation

- 5.1. Training on Customer Data.
- 5.1.1. Foundation Models. Flexera will not use Customer Data to train, re-train, or fine-tune third-party foundation models (including large language models) without Customer's prior authorization. Any future use of Customer Data for foundation model training will be communicated to Customer in advance, and Customer may opt-in or opt-out (as the case may be based on Customer's configuration as set forth in Section 8.1).
- 5.1.2. In-Tenant Machine Learning. Certain AI Features (such as forecasting and anomaly detection) use machine-learning models trained on Customer Data solely to provide the SaaS to Customer. Each such model is either (i) instantiated per request and destroyed upon completion, retaining no model state or Customer Data beyond the request, or (ii) trained and persisted solely within Customer's tenant. Models described in this Section are used solely for Customer's benefit, are not shared with or used for the benefit of any other customer and are not used to train any foundation model.
- 5.2. Data Isolation. Data processed by AI Features is handled in a stateless environment or within dedicated Tenant boundaries. Customer Data does not cross between Tenants.
- 5.3. Data Minimization. AI Features are designed to process only the data reasonably necessary to perform the intended function or generate the requested output.
- 5.4. Log Data. AI activity logs are designed to minimize collection of personal or sensitive information. Where Personal Data may be present in logs, it is handled in accordance with Flexera's Data Processing Agreement, data protection policies, access controls, and retention schedules.
- 5.5. Access Controls. Access to AI-related data and logs is restricted to authorized Flexera personnel based on role and business need and is subject to audit and monitoring.

6. AI Connector and Customer AI Tools

- 6.1. Availability and Customer Election. Flexera may make available an AI Connector that enables Customer to query Customer Data within the Products using a Customer AI Tool. Customer enables and configures the AI Connector at its sole election. The AI Connector is a data interface only; Flexera does not supply, embed, fine-tune, or control the Customer AI Tool.
- 6.2. Authorization. Each query submitted through the AI Connector is authenticated and authorized against the permissions of the individual Customer user initiating it. The AI Connector does not grant access beyond that user's existing entitlements within the Products and does not permit one Customer or Tenant to access another's data.
- 6.3. Customer-Directed Disclosure. When Customer connects a Customer AI Tool, Customer directs the transmission of the queried Customer Data to that Customer AI Tool. Such transmission is an onward disclosure made at Customer's direction and is governed solely by the agreement between Customer and the provider of the Customer AI Tool. Flexera is not a party to that agreement, does not control the Customer AI Tool, and is not a processor or sub-processor with respect to Customer Data once it has been transmitted to the Customer AI Tool. Customer is responsible for ensuring that its agreement with the Customer AI Tool provider, including terms governing data retention and use for model training, meets Customer's requirements.
- 6.4. No Warranty on Customer AI Tool Output. Output generated by a Customer AI Tool is not authoritative. Customer is responsible for verifying any such output against the Products before relying on it. Flexera's warranties and the limitations of liability in the Agreement apply to the Products and the AI Connector, and do not extend to any Customer AI Tool or its output.
- 6.5. Query Logging. Limited information related to queries submitted through the AI Connector are logged and attributable to the initiating Customer user in accordance with Flexera's audit and log retention policies. Flexera does not log or record the actual queries made by Customer.
- 6.6. Regulatory Classification. The AI Connector functions as a retrieval and data-access interface and is not designed to infer or generate the outputs that characterize an artificial intelligence system. With respect to any Customer AI Tool, Customer is the party that selects, controls, and uses that tool. Flexera is neither the provider nor the deployer of the Customer AI Tool, and Customer is responsible for any obligations applicable to it as a provider or deployer under applicable AI laws and regulations arising from its selection and use of the Customer AI Tool.

7. Agentic AI and Autonomous Operation

- 7.1. Customer Configuration of Autonomy. Certain AI Features may be configured by Customer to operate as Agentic AI Features. Agentic AI Features operate only where, and to the extent, Customer expressly enables and configures them. Absent such configuration, AI Features operate on a human-in-the-loop basis as described in Section 8.6. Customer's enablement and configuration of an Agentic AI Feature constitute Customer's authorization for that feature to act within the permissions Customer has defined.
- 7.2. Permissions and Approval Gates. Flexera provides controls that allow Customer to define the scope of actions an Agentic AI Feature may take and to set approval gates or limits. Customer is responsible for calibrating those permissions to the consequence of the actions involved, including applying more restrictive controls or human approval to actions that transmit communications, execute transactions, modify data, or trigger downstream processes. Customer is responsible for configuring permissions appropriately for its environment, risk tolerance, and regulatory obligations.
- 7.3. Expected Behavior; No Warranty of Outcome. Flexera warrants that Agentic AI Features will operate in substantial conformity with the Documentation. Because AI Features may produce varying results from similar inputs, Flexera does not warrant that an Agentic AI Feature will take, or refrain from taking, any particular action, or that its actions will conform to Customer's subjective intent beyond the permissions Customer has configured. Section 9 (AI Output Disclaimer and Customer Obligations) applies to the actions and Output of Agentic AI Features.
- 7.4. Human Oversight and Suspension. Customer retains the ability to disable or suspend Agentic AI Features that it has enabled. In addition, the kill switch described in Section 2.4 may be invoked to disable AI Features, including Agentic AI Features, during an active incident or safety event. Flexera will act on a request to invoke the kill switch without undue delay following Customer's report of an active incident or safety event.
- 7.5. Allocation of Responsibility for Autonomous Actions. Where an Agentic AI Feature acts within the permissions Customer has configured or enabled, Customer is responsible for those actions and their consequences, including actions that exceed Customer's intended scope but fall within the permissions Customer configured, and including actions affecting third parties. Flexera's responsibility is limited to operating the Agentic AI Feature in substantial conformity with the Documentation, subject to the warranties and the limitations of liability set forth in the Agreement and in Section 9. Nothing in this Section expands Flexera's liability beyond the limits set forth in the Agreement.
- 7.6. Audit and Evidence. Flexera will log actions taken by Agentic AI Features within the Products in accordance with Section 3.2 and will make such logs available to Customer in accordance with the Agreement. Where an Agentic AI Feature interacts with third-party or Customer-controlled systems, including via a Customer AI Tool, records of actions occurring outside the Products may reside with those systems, and Flexera is responsible only for logs of actions within the Products.
- 7.7. Regulatory Responsibility. Customer's configuration and use of an Agentic AI Feature, including its selection of the actions the feature may take autonomously, is within Customer's control. Customer is responsible for any obligations applicable to it as a deployer, or in any comparable role, under applicable AI laws and regulations arising from its configuration and use of Agentic AI Features, including any human-oversight, transparency, or record-keeping obligations attaching to that use.

8. Customer Control, Opt-In, and Opt-Out

- 8.1. Default Setting and Configuration. Except as set forth in an Order, AI Features that are capable of being enabled or disabled are set to "on" by default. As part of onboarding, Customer's administrator may configure AI Features on an opt-in or opt-out basis, across all such AI Features. Configuration of these settings during onboarding, and the maintenance of them thereafter, is Customer's responsibility. This Section does not apply to AI Features that are integral to the Products and not subject to opt-out under Section 8.2.
- 8.2. Flexera Data AI Features. Certain AI Features operate exclusively on Flexera-maintained data and do not use Customer Data. These features are integral to Product functionality and are not subject to opt-in or opt-out.
- 8.3. Customer Data AI Features. Certain AI Features require access to Customer Data to function. Customer may enable or disable such features on an opt-in or opt-out basis as described in Section 8.1. Customer acknowledges that disabling these features may reduce the functionality available within the Product.
- 8.4. Add-On AI Features. Certain AI Features are offered as Add-On AI Features that require the purchase of a separate license and payment of additional Fees as set forth in an Order. Add-On AI Features are made available only if Customer elects to license them, and Customer may decline or discontinue an Add-On AI Feature without affecting its license to the base Products. The terms of this Schedule apply to Add-On AI Features in the same manner as they apply to other AI Features. For the avoidance of doubt, the integral, non-opt-out AI Features described in Section 8.2 are included in the base Products and are not Add-On AI Features.
- 8.5. Release Notes. Flexera will provide release notes detailing updates to, or additions of, AI Features incorporated into any Product reasonably in advance to allow Customer to elect to opt in or opt out.
- 8.6. Human-in-the-Loop. For high-impact workflows, Customer users must review and confirm AI Output. AI Features will not operate autonomously unless explicitly configured by Customer.



9. AI Output Disclaimer and Customer Obligations

- 9.1. Customer Validation Obligation. Customer is solely responsible for evaluating, validating, and verifying all AI Output before acting upon or relying on it for any business, operational, regulatory, or other purpose. Customer must exercise its own independent judgment in determining the suitability, accuracy, and appropriateness of any AI Output for Customer's intended use. Customer shall not use AI Output as the sole basis for any material decision without independent human review and verification by qualified personnel.
- 9.2. Customer Responsibility for Use. All decisions made and actions taken or omitted in reliance on AI Output are made at Customer's sole risk. Flexera shall have no liability for any loss, damage, claim, or expense arising out of or in connection with Customer's use of or reliance on AI Output, to the maximum extent permitted by applicable law. This limitation applies regardless of whether Flexera has been advised of the possibility of such loss or damage and regardless of the form of action, whether in contract, tort (including negligence), or otherwise.