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AI Data Use Policy

How Inteum handles Customer Data in connection with artificial intelligence and machine-learning features

Version 1.1 — Approved by D Waddell, Chief Data Officer | Effective Date: November 2026

This policy is a statement of how Inteum uses Customer Data in connection with AI Features. It is written to sit alongside the **Software Services Agreement** (the "Agreement") under which customers subscribe to the Software, and it uses the same defined terms as that Agreement. Where it is incorporated into your Agreement, it supplements and does not replace the Customer Data, confidentiality, security and data-protection provisions of that Agreement, or of any Data Processing Addendum ("DPA") executed between the Parties.

In this policy, **"Inteum"** means the Inteum contracting entity identified in your Agreement — Inteum Company LLC (United States) or Inteum International Ltd (United Kingdom) — and **"you"** or **"Customer"** means the entity that executed that Agreement. Capitalised terms not defined here have the meaning given to them in your Agreement.

1. Scope and Status of This Policy

Applies to: all Inteum customers and prospective customers, and all AI Features now offered or later introduced within the Software, together with all Customer Data processed in connection with those AI Features, under either deployment model — whether Inteum hosts the Software on Customer's behalf or Customer operates it within its own environment.

Does not apply to: public-domain or third-party information that is not Customer Data; Usage Data and Aggregated Data, which are governed by your Agreement; and Feedback provided to Inteum about the Services, which is governed by your Agreement.

Contractual status. Where your Agreement incorporates this policy by reference, this policy forms part of your Agreement in the same manner as Inteum's Security and Privacy Policies. Inteum may update this policy from time to time; however, no update will result in a material reduction in the level of protection provided for Customer Data during your Subscription Term (see Section 15).

Order of precedence. If there is a conflict between this policy and your Agreement, your Agreement controls, *except* that where this policy affords Customer Data a greater level of protection than the Agreement requires, this policy applies to that extent. Where a DPA has been executed, the DPA controls in respect of the processing of Customer Personal Data.

2. Definitions

- **"Customer Data"** has the meaning given in your Agreement: all data, information and other content input by Customer into the Software, **and the output of the processing of such data, information and content by the Software**. Accordingly, the outputs generated by an AI Feature for your account are Customer Data, are owned by you, and are treated as your Confidential Information under your Agreement.
- **"AI Feature"** means a functional element of the Software that uses an artificial intelligence or machine-learning model to generate, summarise, classify, extract, translate or otherwise process content — for example, a drafting assistant, a summarisation tool or a classification tool. The AI Feature is the functionality Inteum builds and operates; the model that performs the processing is separate from it, and may be supplied in any of the ways described in Section 3.

- **"Public / Third-Party AI Models"** means general-purpose foundation models made available by outside providers that are used, updated or improved across many of that provider's customers.
- **"Inteum Specialist Models"** means AI or machine-learning models developed, fine-tuned or trained by Inteum specifically to support intellectual-property and innovation-management workflows.
- **"Training"** means using data as an input to adjust the weights, parameters or behaviour of an AI model such that its performance changes for other or future users. Generating an output requested by you is not Training.
- **"AI Sub-processor"** means a subcontractor or service provider engaged *by Inteum* under your Agreement to process Customer Data in connection with delivering an AI Feature. A Customer-Selected AI Provider is not an AI Sub-processor.
- **"Customer-Selected AI Provider"** means an AI service that Customer selects, contracts with in its own name, and connects to the Software using Customer's own account credentials or API keys, for use with those AI Features that support it (see Section 7).
- **"Usage Data" and "Aggregated Data"** have the meanings given in your Agreement. Neither is Customer Data, and neither includes the contents of your records.

3. Our Core Commitments

An AI Feature is functionality Inteum builds into the Software. The model that performs the processing behind it comes from one of three sources, and responsibility for that model differs in each case:

- **A third-party model that Inteum selects.** Inteum contracts with that provider and engages it as an AI Sub-processor. Inteum is responsible for it under your Agreement, on the terms set out in Section 6.
- **A third-party model that you select.** You contract with that provider and connect it using your own credentials. The arrangements in Section 7 apply in place of Section 6, and responsibility for that provider rests with you.
- **An Inteum Specialist Model.** Inteum offers no Inteum Specialist Model at the date of this policy. If one is offered in future, Section 3.2 governs whether Customer Data may be used to Train it.

The commitments below describe what Inteum does with Customer Data in each case. Where a commitment concerns the behaviour of a third-party provider, it applies to providers *Inteum* engages; a provider you select is governed by your own agreement with it.

3.1 We do not use your data to train public or third-party AI models.

Inteum does not submit Customer Data to Public / Third-Party AI Models for the purpose of Training, fine-tuning or otherwise improving those providers' general-purpose models. Where Inteum engages a third-party AI service to power an AI Feature, Inteum contracts so that Customer Data is used only to generate the output you requested, and not to improve that provider's underlying model. Where you have selected the provider yourself, that question is determined by your own agreement with it; Section 7 explains what to check and where responsibility sits.

3.2 We do not train Inteum Specialist Models on your data without your separate, express consent.

Inteum offers no Inteum Specialist Model at the date of this policy, and may offer one in future. Customer Data will not be used to Train any such model unless you have separately and expressly agreed in writing — for example, through an opt-in provision in your order documentation or a written amendment to your Agreement. For the avoidance of doubt, and notwithstanding the licence you grant Inteum under your Agreement to use Customer Data to provide, maintain, support, secure and monitor the Software and Services, that licence does not include Training any AI or machine-learning model on Customer Data absent your opt-in. Subscribing to the Software does not by itself grant Inteum that right, and you may decline without any effect on your access to the Software or Services. This commitment applies equally to content that has been stripped of names, account details or other identifying

information: content taken from your records remains your content for these purposes, and Inteum does not treat de-identification or aggregation of record content as a route to Training without your opt-in.

3.3 Your data stays segregated.

Customer Data is logically separated by account. AI Features never use one customer's Customer Data to generate output for another customer, and AI Feature inputs and outputs are not pooled, shared or cross-referenced across accounts.

3.4 Your data remains yours.

You retain all right, title and interest in and to Customer Data, including AI Feature outputs, as provided in your Agreement. Customer Data processed by AI Features remains your Confidential Information and is subject to the confidentiality obligations in your Agreement, which bind Inteum, its personnel and its subcontractors.

3.5 Security and retention follow the safeguards already in your Agreement.

Customer Data processed by AI Features is protected by the same controls that apply to all Customer Data on the Inteum platform, as described in Section 8, and is retained only as long as necessary to deliver the relevant AI Feature or as your Agreement requires (see Section 9).

4. How Customer Data Flows Through an AI Feature

- **Input.** When you or your Users interact with an AI Feature, the relevant content is submitted as input to that feature — for example, text entered into a drafting or summarisation tool.
- **Processing.** That input is processed solely to generate the output you requested — by Inteum, by an AI Sub-processor acting under written contract with Inteum, or, for those AI Features that support it, by a Customer-Selected AI Provider you have chosen and connected (see Section 7).
- **Output.** The output is returned to your account and is Customer Data. Inteum does not use it to benefit any other customer, and does not use it to build, Train or tune any Public / Third-Party AI Model or Inteum Specialist Model. Where an AI Feature is operated through a provider you have selected, that provider's use of inputs and outputs is determined by your agreement with it.
- **No incidental Training.** Inteum's contracts with AI Sub-processors expressly prohibit use of Customer Data to Train, fine-tune or otherwise improve the AI Sub-processor's models, require Customer Data to be held in confidence on terms at least as protective as those in your Agreement, and require deletion of transient processing content once a request is fulfilled (see Sections 6 and 9).

5. AI Features and Your Deployment Model

Your Agreement records whether Inteum hosts the Software on your behalf or you operate it within your own environment. That choice affects where Customer Data resides and how AI Features operate:

- **Hosted.** Inteum or its subcontractors own and operate the servers on which the Software runs, and Customer Data is already held in that environment. AI Features operate on Customer Data within that environment, save where an AI Sub-processor is used as described in Sections 4 and 6.
- **On-Premise.** Customer owns and operates the servers on which the Software runs, and — as your Agreement states — Inteum has no independent access to Customer's database or servers. Customer Data leaves Customer's environment only when a User invokes an AI Feature that requires processing outside that environment, and then only the content necessary to generate the requested output. Telemetry transmitted to Inteum from that environment is Usage Data under your Agreement and does not include the contents of Customer Data.

6. AI Sub-processors

- **Due diligence.** Before engaging an AI Sub-processor to support an AI Feature, Inteum reviews its security, confidentiality and data-handling practices.
- **Contractual flow-down.** Inteum requires each AI Sub-processor to agree in writing that it will not use Customer Data to Train its models, that it will hold Customer Data in confidence on terms at least as protective as those in your Agreement, and that it will maintain safeguards consistent with Inteum's obligations to you. As provided in your Agreement, Inteum remains responsible for its subcontractors' performance and for any breach of your Agreement by them.
- **Current list.** Inteum maintains a current list of AI Sub-processors used to deliver AI Features, published at *www.inteum.com/security*. Inteum will update that list before a new AI Sub-processor begins processing Customer Data in connection with an AI Feature. The list covers the providers Inteum engages; it does not, and cannot, list the Customer-Selected AI Providers that individual customers choose for themselves under Section 7.
- **Additional notice or objection rights.** Customers requiring advance written notice of, or an objection period in respect of, new AI Sub-processors may agree those rights in their order documentation or in a DPA.

7. Customer-Selected AI Providers

Not every AI Feature relies on a provider chosen by Inteum. Some are provider-agnostic: you may select your own AI provider and connect it to the Software using your own account credentials or API keys. Where an AI Feature is operated in that way, the arrangements in this section apply in place of Section 6, because Inteum has no contractual relationship with the provider you have chosen.

- **You choose and you contract.** You select the provider, hold the account with it, and are responsible for the terms on which it processes content you send to it — including whether it may retain that content or use it to Train its models. Inteum cannot impose the flow-down commitments described in Section 6 on a provider it has not engaged, and is not responsible for that provider's acts or omissions, for its availability or security, or for its use or retention of the content you send to it. Your remedies in respect of that provider lie under your agreement with it; the allocation of liability between you and Inteum is as set out in your Agreement.
- **Inteum transmits only as you direct.** When a User invokes such an AI Feature, Inteum transmits the content necessary to generate the requested output to your chosen provider using your credentials, and returns the output to your account. Inteum does not use that content for any other purpose. The commitments in Sections 3.2, 3.3 and 3.4 continue to apply to Inteum in full.
- **Satisfy yourself about the provider's terms.** Before enabling a provider-agnostic AI Feature, Inteum recommends that you confirm your agreement with the provider prohibits use of submitted content for Training and provides for zero or minimal retention. Providers commonly offer those terms on enterprise and API plans but not on consumer plans, and the difference is material.
- **Your credentials.** Credentials you supply are held encrypted, are used only to operate the AI Features you have enabled for your own account, and are never used for another customer. You may revoke or replace them at any time; doing so disables the AI Features that depend on them but does not otherwise affect your access to the Software.
- **Data protection and outputs.** A Customer-Selected AI Provider is not an AI Sub-processor and does not appear on Inteum's published sub-processor list. Where the provider processes Personal Data, you are responsible for the lawful basis, the transfer mechanism and any processor terms required between you and that provider. Output quality, availability and cost depend on the provider and model you select, and Inteum does not warrant the output of a Customer-Selected AI Provider (see Section 13).

8. Security Controls

AI Features operate within the same control environment as the rest of the Inteum platform; they are not subject to a separate or lighter set of safeguards. Where an AI Feature is operated through a Customer-Selected AI Provider, that control environment governs Inteum's handling and transmission of the content; processing by the provider you have selected takes place outside it. Inteum's control environment is governed by Inteum's information security programme, which is independently audited against the SOC 2 Trust Services Criteria and for which Inteum maintains a current SOC 2 Type II report covering the operating effectiveness of those controls. With respect to systems containing Personal Data or other Customer Data, Inteum also complies with NIST SP 800-171 (Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations), as committed in your Agreement. Inteum's Security and Privacy Policies, incorporated into your Agreement, together with current security documentation and SOC 2 summary reports available under NDA, are published at *www.inteum.com/security*.

9. Retention and Deletion

- **Purpose-limited retention.** Customer Data processed in connection with an AI Feature is retained only as long as necessary to deliver the requested output, to comply with your Agreement, or as otherwise required by law. Retention by a Customer-Selected AI Provider is determined by your agreement with that provider.
- **Sub-processor-side retention.** Where an AI Sub-processor is used, Inteum contracts for the shortest commercially reasonable retention window and, where the provider offers it, for zero- or minimal-retention terms for content submitted through the provider's interface or API.
- **On termination or expiry.** Customer Data is returned and deleted in accordance with the termination provisions of your Agreement, which govern the CSV export Inteum provides at no cost, the 90-day period in which you may request that copy, and the subsequent removal of your database and backups from Inteum's hosted environment (or, for On-Premise deployments, the extraction and destruction process set out in your Agreement). Inteum's rights in Usage Data and Aggregated Data are unaffected.

10. Data You Should Not Submit to AI Features

Your Agreement provides that Customer shall not submit to the Services any special categories of personal data, sensitive personal information, protected health information, financial account credentials, government-issued identification numbers, or other data subject to heightened legal or regulatory requirements, unless expressly authorised in writing by Inteum and addressed in your order documentation or a DPA. That restriction applies equally to content submitted to AI Features, and Inteum recommends that Users be instructed accordingly — for example, that such data not be pasted into a drafting, summarisation or classification prompt. The same caution applies to export-controlled technical data: some AI Features process content outside the jurisdiction in which it originates, so transmitting controlled technical data may engage the export control laws that apply to you. Customers holding export-controlled research should confirm their own obligations before submitting such material, and the export compliance provisions of your Agreement continue to apply.

11. Personal Data and Applicable Privacy Law

Where Customer Data processed by an AI Feature includes Personal Data subject to laws such as the EU GDPR, the UK GDPR or applicable U.S. state privacy laws, Inteum processes that Personal Data in accordance with your Agreement, Inteum's Privacy Policy (*www.inteum.com/privacy-policy*) and Security Policy (*www.inteum.com/security*), each incorporated into your Agreement, and any executed DPA. As between the Parties and as your Agreement provides, Customer is the controller or business and Inteum is the processor or service provider in respect of Customer Personal Data. Data-subject rights requests relating to Customer Data

should be directed to Customer in the first instance; Inteum will provide reasonable assistance as set out in your Agreement or DPA.

12. International Transfers

Customer Data of customers hosted by Inteum in the United Kingdom and the European Union is held within the European Economic Area. Processing by the Inteum platform takes place in that region, and the provisions of your Agreement on host locations are applied accordingly.

The circumstance in which such Customer Data may be processed outside the European Economic Area is where an AI Feature is powered by a model hosted elsewhere. Where Inteum prescribes that provider, Inteum puts in place an appropriate transfer mechanism with it — an adequacy decision where one applies, or the EU Standard Contractual Clauses and, for UK personal data, the UK International Data Transfer Addendum or IDTA — and remains responsible for that provider under your Agreement. The major AI model providers make these mechanisms available as standard in their commercial data processing addenda, commonly comprising certification under the EU–US Data Privacy Framework and its UK Extension where applicable, together with the EU Standard Contractual Clauses in both their controller-to-processor and processor-to-processor modules and the UK Addendum or IDTA. Inteum contracts on that basis with each AI Sub-processor it engages. Where an AI Feature is powered by a model that processes within the European Economic Area, no transfer outside the region arises.

Where an AI Feature is operated through a Customer-Selected AI Provider, any transfer to that provider is made on your instruction and under your own arrangements with it, as described in Section 7.

13. Human Oversight and Responsible Use

AI Features are decision-support tools. Outputs such as suggested classifications, summaries or draft text are intended to assist, and not to replace, the judgement of qualified personnel — particularly for decisions with legal, financial or intellectual-property significance, such as patentability assessments, inventorship determinations or licensing terms. Inteum recommends that qualified personnel review AI-generated content before it is relied upon. Except for the express warranties stated in your Agreement, Inteum makes no representation or warranty as to the legal, technical or factual accuracy of any AI Feature output; nothing in this policy expands or limits the warranties, disclaimers or limitations of liability in your Agreement. Where you have selected your own AI provider and model under Section 7, the behaviour and accuracy of that model are determined by the provider you have chosen rather than by Inteum.

Where AI-specific legislation applies — for example, Regulation (EU) 2024/1689 (the EU AI Act) for customers established in the European Union — Inteum is the provider of the AI Features and Customer is their deployer within its own organisation: Inteum builds and supplies the AI Features, and Customer uses them in its own operations. Those terms are used as defined in that Regulation, and are distinct from the controller and processor roles described in Section 11. That allocation is unchanged where an AI Feature is powered by a model you have selected under Section 7: the model is a component of the AI Feature, not the system placed on the market.

The AI Features support intellectual-property and innovation-management workflows and are not high-risk AI systems within the meaning of Annex III of that Regulation. Inteum does not offer them for high-risk applications, and Customer should discuss any intended use of that kind with Inteum before deploying it. Inteum will make available the information reasonably required for Customer to meet its own obligations in respect of the AI Features it uses. Certain of those obligations rest with Customer as deployer and cannot be discharged by Inteum — for example, ensuring an appropriate level of AI literacy among the personnel who operate the AI Features on Customer's behalf.

The United Kingdom has no equivalent general AI statute at the date of this policy. For customers established in the United Kingdom, obligations in connection with the use of AI arise under existing law — in particular the UK GDPR and the Data Protection Act 2018, together with the guidance of the relevant sectoral regulators — and this section should be read together with Sections 11 and 12.

For completeness, the restrictions in your Agreement continue to apply to AI Features: the Software, the Services and their outputs may not be used to develop, Train, benchmark or assist in developing any competing software, service, product or model.

14. Your Choices and Controls

- **Optional features.** Where an AI Feature is optional, you may choose not to enable or use it without affecting your access to the rest of the Software and Services.
- **Opt-in for model Training.** Any offer for Inteum to use Customer Data to Train an Inteum Specialist Model will be presented as a separate, affirmative opt-in recorded in your order documentation or a written amendment — never as a default or a condition of subscribing.
- **Withdrawing consent.** If you have opted in, you may withdraw that consent on written notice. On withdrawal, Inteum will stop using Customer Data for Training and will remove Customer Data from its Training datasets. Inteum will not be required to retrain or withdraw a model already trained before the date of your notice, but will not include Customer Data in any subsequent Training.
- **Questions and diligence.** Inteum's current AI Sub-processor list and security documentation are published at *www.inteum.com/security*. You may also request confirmation of how a specific AI Feature processes Customer Data at any time.

15. Changes to This Policy

Inteum may update this policy to reflect changes in its practices, technology or applicable law. The current version is published at www.inteum.com/security, and where a change is material Inteum will publish the updated policy there before it takes effect. Consistent with your Agreement, no change to this policy will result in a material reduction in the level of protection provided for Customer Personal Data or other Customer Data during your Subscription Term. The version number and effective date of the current policy are shown at the head of this document.

16. Questions

Inteum's current security and compliance documentation, including the list of AI Sub-processors used to deliver AI Features, is published at *www.inteum.com/security*. Customers and prospective customers with questions about this policy can contact support@inteum.com.