

SS&C Technologies, Inc. Generative Artificial Intelligence Capabilities Rider

This SS&C Technologies, Inc. Generative Artificial Intelligence Capabilities Rider (this “**Rider**”) is entered into between You and SS&C Technologies, Inc. (“**SS&C**”) effective as of the date of later signature below. References to SS&C shall include SS&C’s affiliates as appropriate.

SS&C makes available certain Generative AI Capabilities (defined below) in conjunction with separately licensed underlying software and/or services provided by SS&C. You have previously agreed or are contemporaneously agreeing the legal terms governing the underlying software and/or services (the “**Agreement**”). This Rider is expressly made a part of the Agreement as additional terms governing Your use of any Generative AI Capabilities (defined below).

1. Additional Definitions

- 1.1. “**Customer Content**” means Input and Output.
- 1.2. “**Generative AI**” refers to a subset of artificial intelligence products or services capable of generating novel content, such as text, images, audio, video, code, or other data in response to Input. Generative AI often leverages Large Language Models.
- 1.3. “**Generative AI Capability(-ies)**” refers to a product capability SS&C makes available as an add-on to an Underlying Offer that connects You to Generative AI, including Large Language Models.
- 1.4. “**Input**” means specific queries, content or information You enter or import to a Generative AI Capability for transmission to a Large Language Model, including but not limited to user prompts containing audio, video, text, code, other data, or a combination of the foregoing. Input excludes the SS&C Context.
- 1.5. “**Large Language Model**” refers to a third-party provider foundation model trained on extensive amounts of data gathered by its provider. Large Language Models, whether hosted by SS&C or by the provider, are licensed to You directly by their respective providers on the relevant Provider Terms.
- 1.6. “**Machine Learning**” refers to statistical and algorithmic methods that learn patterns from data for tasks such as anomaly detection, decision trees, data clustering, and other predictive analytics. Machine Learning models use that training to improve performance of specific tasks like making predictions, classifying objects, or making decisions.
- 1.7. “**Output**” means the results generated by the Large Language Model in response to Your Input and the SS&C Context, which results are returned to You through the Generative AI Capabilities. Output may include but is not limited to audio, video, text, code, other data, or a combination of the foregoing. Output excludes the SS&C Context.
- 1.8. “**Provider Terms**” refers to the governing legal terms for a Large Language Model, made publicly available by the provider of the Large Language Model, or to terms You have separately negotiated or accepted with that provider governing Your use of the relevant Large Language Model, as applicable.
- 1.9. “**SS&C Context**” means additional information (a) provided by SS&C to the Large Language Model along with Your Input to tailor the Input, or (b) used by the Generative AI Capability to refine the Output. The SS&C Context includes but is not limited to instructions on how to process Input, system prompts, SS&C-generated information stored in a Retrieval-Augmented Generation system (“**RAG System**”), and information retrieved from a RAG System.
- 1.10. “**Underlying Offer**” means the SS&C software or service offer that is introducing the relevant Generative AI Capability.

2. Application of Rider; Order of Precedence

- 2.1. **Add-On.** SS&C makes each Generative AI Capability available as an add-on to an Underlying Offer.
- 2.2. **Underlying Offer.** You and SS&C have previously agreed or are contemporaneously agreeing to legal terms governing the relevant Underlying Offer. Your use (and Your Authorized Users’ use) of and access to the Generative AI Capabilities is governed by the terms for the Underlying Offer as supplemented by this Rider.
- 2.3. **Order of Precedence.** If and only to the extent that the terms of this Rider conflict with the terms of the Underlying Offer, then the terms of this Rider shall prevail solely in respect of Your use of the Generative AI Capability(-ies).

3. Your Use of Generative AI Capability(-ies) and Large Language Model(s)

- 3.1. **Connection to Large Language Model(s).** SS&C’s Generative AI Features connect You to one or more Large Language Models. This Rider governs Your use of the Generative AI Capability, but this Rider does not govern Your use of any Large Language Model.
- 3.2. **Provider Terms.** Your use of a Large Language Model, including one accessed through a Generative AI Capability, is governed by the Provider Terms. You represent and warrant that You accept and shall comply with the governing terms for the relevant Large Language Model when using it with a Generative AI Capability.
- 3.3. **Fair Usage.** The product documentation for the relevant Generative AI Capability or the Underlying Offer may contain fair usage capacity constraints. You acknowledges that usage beyond the stated limits may result (a) in the throttling, suspension, or termination of Your access to the Generative AI Capabilities or (b) in additional fees.
- 3.4. **Indemnification of SS&C.** You agree to defend each of SS&C, its affiliates, and their respective employees, officers and agents (each, an “SS&C Associate” and together, the “SS&C Associates”) against any and all claims and/or proceedings brought or threatened by any person, and You shall indemnify each such SS&C Associate against any loss, damage, or expense (including legal fees and costs) suffered or incurred, arising from Your use (or Your Authorized Users’ use) of the Generative AI Capability(ies), the Large Language Model(s), or Your breach (or Your Authorized Users’ breach) of this Agreement, including without limitation Your noncompliance with

the governing terms for any Large Language Model. You shall pay legal costs and expense incurred by the SS&C Associates in defending or responding to any such claim on a quarterly basis prior to the final disposition of such matter provided that the indemnified party undertakes to repay such amount if it shall be determined that such indemnified party is not entitled to be indemnified.

4. Input.

- 4.1. **Ownership.** Solely as between the Parties and subject to SS&C's rights to use Inputs in the performance of its obligations under the Agreement or otherwise as described in the Agreement, You retain any intellectual property ownership rights You may have to the Input.
- 4.2. **Quality.** You are solely responsible for, and SS&C has no liability with respect to the accuracy and quality of Your Inputs, and for ensuring that Your Input is not structured to result in Output which infringes third party rights or otherwise violates this Rider.
- 4.3. **Rights to Use Input.** You represent and warrant that You have the right to use any content, materials or data that comprise Your Input, and You shall comply with any applicable governing terms when using them with the Generative AI Capabilities. You are strictly responsible for ensuring Your Inputs comply with applicable laws, third party confidentiality, intellectual property, privacy, or data protection rights, and the terms of any Large Language Model.

5. Output.

- 5.1. **Ownership.** Solely as between the parties and subject to SS&C's right to transmit and use the Outputs in the performance of its obligations under the Agreement or otherwise as described in the Agreement, You retain any intellectual property ownership rights You may have to the Output generated.
- 5.2. **Quality.** Output may be inaccurate, misleading, or unsuitable for Your use case. You are solely responsible for, and SS&C has no liability with respect to validating the accuracy and suitability of Your Output, and for any decision, action or omission of action You undertake based on the Output.
- 5.3. **Third Party Rights.** You acknowledge that Your Output is dependent on the quality of Your Input, and that Output may infringe third party intellectual property, confidentiality, privacy, or data protection rights.
- 5.4. **Similar Output.** Other users may submit similar inputs to the Generative AI Capabilities or a Large Language Model, which submission could result in identical or similar outputs ("Similar Outputs"). You acknowledge that any such similarity, whether or not such submission occurs through a Generative AI Capability, is a possibility, and that You have no right, title or interest in or to the Similar Outputs.
- 5.5. **Disclaimer.** **SS&C makes no warranty regarding the accuracy, completeness or fitness for purpose of Your Output. SS&C does not represent or warrant that (a) any Output does not incorporate or reflect third-party content or materials or (b) any Output shall not infringe or misappropriate third-party intellectual property rights, and Output is excluded from any indemnification that SS&C may provide to You under the Agreement. SS&C makes no representation or warranty regarding Your ability to protect Output by copyright or other intellectual property rights. Any other warranty disclaimers in the Agreement for the Underlying Offer also apply to the Generative AI Capabilities.**
- 5.6. **Monitoring.** SS&C has the right to monitor Your use of the Generative AI Capabilities to verify Your compliance with the Agreement, at SS&C's sole discretion, without limiting any other remedy available to SS&C, and to take such action as SS&C considers appropriate, including throttling, suspending or terminating Your right to use a given Generative AI Capability or reporting any such violation to appropriate authorities. If SS&C hosts, runs and manages the Generative AI Capability on Your behalf, SS&C may screen for and block Output that may violate applicable law or regulation, the rights of a third party, or the Agreement, before Output is provided to You. Notwithstanding the foregoing, those efforts do not lessen or otherwise impact Your sole responsibility for the use of Output.

6. Permissible Uses.

- 6.1. **Permissible Uses.** Notwithstanding anything in this Rider or the Agreement to the contrary, where SS&C hosts, runs, or manages the Generative AI Capability, SS&C may process, use, copy, transmit, aggregate, model, index, store, and display Customer Content (a) to perform its obligations under the Agreement, including support and operation of its products and services; and (b) to improve the performance and efficacy of its products and services (which may include without limitation developing, training, and deploying non-generative Machine Learning techniques).

7. Intellectual Property Rights.

- 7.1. The SS&C Context is the intellectual property of SS&C and may not be copied, replicated, transmitted, or otherwise used for any purpose outside of the Generative AI Capabilities. All intellectual property rights (including copyright for both source and object code) in (a) the information that comprises the SS&C Context and (b) all application software used in connection with the Generative AI Capability shall be and remains property of SS&C. You shall not, without SS&C's express written consent: (a) modify or make a copy of any such information; (b) transfer, sell, lease or license any such information to another person; (c) apply or use any such information for purposes other than use of the Generative AI Capability with the Underlying Offer; or (d) permit or suffer any of Your Authorized Users to do any of the above.

8. Liability.

- 8.1 SS&C, its affiliates, suppliers and third-party agents shall have no responsibility or liability, contingent or otherwise,

for any liability, claim, injury, loss or damage arising out of, or in connection with any act or omission by You, Your Authorized Users or any other person from whatever cause relating to the Customer Content and SS&C shall not be liable for any lost profits, losses, direct, indirect, special, punitive, incidental or consequential damages or any claims against You by any other party relating to the Customer Content.

9. User Guidelines

- 9.1 When using a Generative AI Feature, Client is authorized to use it only for Client's own productivity work and not to train any artificial intelligence models. Client must not, and must not allow any third party to, use any content, data, output or other information generated by or derived from a Generative AI Feature directly or indirectly to train, create, test, fine tune or otherwise improve any artificial intelligence systems, including any algorithm, architecture, model, or weight.
- 9.2 Client shall not use a Generative AI Feature in a way that violates applicable laws or harms others. Without limiting the foregoing, Client must not:
- Create pornographic material or explicit nudity;
 - Create hateful or highly offensive content that attacks or dehumanizes a group based on race, ethnicity, national origin, religion, serious disease or disability, gender, age, or sexual orientation;
 - Glorify graphic violence or gore;
 - Promote self-harm;
 - Depict nude minors or minors in a sexual manner;
 - Promote terrorism or violent extremism;
 - Disseminate misleading, fraudulent, or deceptive content that could lead to real-world harm;
 - Violate others' privacy rights;
 - Impersonate other people or entities;
 - Use unauthorized automated or scripting processes (such as bulk or automated uploading of content through a script);
 - Engage in schemes or third-party services to boost account engagement (artificially increasing the number of appreciations, views, or other metrics);
 - Engage in regulated activities without complying with applicable requirements; or
 - Generate or distribute content that facilitates:
 - Spam, phishing, or malware;
 - Abuse of, harm to, interference with, or disruption to SS&C's or others' infrastructure or services; or
 - Circumvention of abuse protections or safety filters.
- 9.3 Use of a Generative AI Feature to create, upload, or share content that violates third-party copyright, trademark, privacy, publicity, or other rights is strictly prohibited. Such prohibited uses may include, but are not limited to, entering text prompts designed to generate copyrighted, trademarked, or otherwise infringing content, uploading an input or reference image, audio or video that includes a third party's copyrighted content, generating text that plagiarizes third-party content, or using a third party's personal information in violation of their privacy or data protection rights.
- 9.4 Client acknowledges that Generative AI Features are not intended for high-risk uses or to seek or provide legal, medical, financial, or other kinds of professional advice or any opinions, judgments, or recommendations. Generative AI Features cannot replace advice provided by a qualified professional and Client does not form any protected relationship (e.g., attorney-client relationship) when Client makes queries to a Generative AI Feature.
- 9.5 Nothing in the Generative AI Features shall constitute or be construed as an offering of financial instruments or as investment advice or investment recommendations (i.e., recommendations as to whether or not to "buy", "sell", "hold", or to enter or not to enter into any other transaction involving any specific interest or interests) by SS&C or its affiliates or a recommendation as to an investment or other strategy by SS&C or its affiliates. No aspect of the Generative AI Features is based on the consideration of Client's individual circumstances, and data and other information available via the Generative AI Features and should not be considered as information sufficient upon which to base an investment decision.