

FUEL CYCLE GENERATIVE AI BETA FACT SHEET

What is the Fuel Cycle AI beta?

It's a Fuel Cycle beta offering designed using artificial intelligence via third-party large language models (LLM) to increase operational efficiency and effectiveness.

What features are included in the Fuel Cycle AI beta?

The following feature will be included in the beta offering:

- Discussion Board Summaries

Future opportunities include:

- Qualitative data analysis
- Quantitative data analysis
- Moderating discussions
- Responding to member support messages
- Email writing
- Content creation

Is the Fuel Cycle AI beta the same as ChatGPT?

No. We have a partnership with OpenAI that allows us to use OpenAI's LLMs via API, which is different from using the interface and models of OpenAI's consumer-facing chatbot known as ChatGPT. Fuel Cycle may onboard similar LLM providers to assist in providing additional AI capabilities in the future. Information about such additional LLM providers may be requested at any time.

Is my data secure in the Fuel Cycle AI beta?

Yes, your data security and confidentiality are paramount. Our use of generative AI and LLMs strictly adheres to data protection protocols. We have implemented strict access controls to safeguard the confidentiality and integrity of your information while utilizing Large Language Models on our platform.

- LLM providers do not train or improve their AI models using your data.
- LLM providers must configure their services to promptly delete your data following completion of the applicable query and response.
- Your data will only be shared with LLM providers when a user chooses to use a Fuel Cycle AI beta feature, and only to fulfill the user's request.

Who can participate?

Any Fuel Cycle customer can opt-in to the AI beta. The use of AI-based solutions is contingent upon customers actively choosing to participate. We will only deploy this technology with your



expressed permission. If you are interested in opting-in, please reach out to your Fuel Cycle account representative.

Are there costs associated with opting-in?

Fuel Cycle is currently not charging a fee for the use of AI features. Fuel Cycle reserves the right to begin charging for Customer's use after no less than 30-days advance written notice to you detailing the cost structure of the AI feature.

FUEL CYCLE GENERATIVE AI BETA SERVICE ADDENDUM

Last updated: January 08, 2024

This Generative AI Beta Service Addendum ("**Addendum**") is incorporated into and supplements Fuel Cycle's Terms of Services located at <https://fuelcycle.com/legal/terms-of-service/> or a separate customer agreement ("**Agreement**") between you and Fuel Cycle, Inc. ("**Fuel Cycle**", "**we**" or "**us**"), pursuant to which you subscribed to Fuel Cycle's Services. "**You**" means the entity you represent in accepting this Addendum. This Addendum applies to your use of any feature(s) or functionality within the Services made available by Fuel Cycle and labeled as Fuel Cycle AI that utilize data models trained by machine learning ("**AI Features**").

You represent and warrant that: (i) you have full legal authority to bind your entity to this Addendum; (ii) you have read and understand this Addendum; and (iii) you agree to this Addendum on behalf of the entity that you represent. If you do not have such authority or do not agree to these terms, do not access, or use Fuel Cycle's AI Features. If the terms of this Addendum are considered an offer, acceptance is expressly limited to such terms. This Addendum is effective as of the date you use or access AI Features (the "**Effective Date**"). Any capitalized terms used but not defined in this Addendum have the meanings set out in the Agreement.

1. Beta Service Terms

AI Features are considered a "Beta Service" meaning that they are offered by Fuel Cycle for you to try at your option and at no additional charge. This Beta Service is intended for evaluation purposes and not for production use, is not fully supported and is subject to this Addendum. This Beta Service is provided on an "as-is" and "as available" basis without any warranty, support, maintenance, storage, service-level agreement or indemnity obligation of any kind and is not considered "Services" under your Agreement with Fuel Cycle, provided, however, that, all restrictions and obligations applicable to your use of the Services and Fuel Cycle's reservation of rights shall apply equally to your use of the Beta Service. Fuel Cycle may discontinue this Beta Service at any time in its sole discretion and may never make it generally available. Fuel Cycle will have no liability for any harm or damage arising out of or in connection with this Beta Service and any limitation of liability applicable to you under the Agreement shall not apply to



your use of AI Features. This Beta Service is considered Confidential Information of Fuel Cycle, and you agree not to disclose any information about, involving, or regarding this Beta Services except as agreed by Fuel Cycle in writing.

2. Sub-Processor(s)

OpenAI, LLC (“**OpenAI**”) and/or Google, Inc. (“**Google**”) will serve as sub-processors as defined in the applicable agreement between you and Fuel Cycle for the purpose of providing AI Features. By utilizing AI Features, you consent to Fuel Cycle’s use of OpenAI and/or Google as a sub-processor, with processing activities taking place in the United States. Pursuant to our services agreement with OpenAI and Google, OpenAI and Google have agreed not to use Inputs or Outputs (each as defined below) to train their models or services.

3. Generative AI Additional Terms and Conditions

3.1 Inputs

3.1.1 Your Responsibilities. You are solely responsible for content that you submit to AI Features (the “**Inputs**”). You must not submit any Inputs that violate the intellectual property rights of third parties, applicable law, the Agreement, or this Addendum.

3.1.2 Personal Information. While we encourage you not to Input personal information into AI Features, if you use AI Features to process personal information, then you must comply with all applicable data privacy laws and regulations, including providing privacy notices and obtaining consent, where required.

3.1.3 PHI. You must not submit “Protected Health Information,” as defined by HIPAA, as Inputs to AI Features. As used in this Section 3.1.3, HIPAA refers to the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder, as amended from time to time.

3.2 Outputs

3.2.1 Your Responsibilities. You are solely responsible for your creation and use of the outputs generated and returned by AI Features based on the Inputs (the “**Outputs**”), and for ensuring your use of the Outputs: (i) does not violate or infringe a third party’s intellectual property rights, (ii) does not violate applicable law, and (iii) is not in breach of the Agreement or this Addendum.

3.2.2 Similarity of Outputs. You acknowledge that due to the nature of generative artificial intelligence, Outputs may not be unique, and AI Features may generate the same or similar content for third parties, in each case independent of the Inputs (“**Similar Content**”). Similar Content will not be considered Customer Content.



3.2.3 Accuracy. Use of AI Features may produce inaccurate or unsuitable Outputs. You are responsible for evaluating the accuracy of any results to determine if they are appropriate for your use case, including by using human review.

3.3 Usage Restrictions. You will not, and will not permit a third party to use AI Features for any of the following:

3.3.1 Generation of hateful, highly offensive, harassing, or violent content,

3.3.2 Generation of content that may harm or promote the harm of individuals or a group,

3.3.3 Generation of content intended to misinform, misrepresent, or mislead,

3.3.4 Generation of sexually explicit content, including content created for the purposes of pornography or sexual gratification,

3.3.5 Automated decisions in domains that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare),

3.3.6 Clinical purposes, to provide medical advice, or in any manner that is overseen by or requires clearance or approval from any applicable regulatory authority,

3.3.7 Generation of malware,

3.3.8 Any activity that violates people's privacy,

3.3.9 Any activity that has a high risk of economic harm (e.g., gambling, automated determinations of eligibility for credit, etc.),

3.3.10 Performance or facilitation of dangerous, illegal, or malicious activities, or

3.3.11 Development or training of artificial intelligence or machine learning systems.

4. Indemnity

You will defend, indemnify, and hold harmless us, our affiliates, and our personnel, from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of AI Features, including your Inputs, and your breach of this Addendum or violation of applicable law.

5. Order of Precedence

In the event of any conflict or inconsistency between this Addendum and the Agreement or, if applicable, an order form governed by the Agreement (an "**Ordering Document**"), this Addendum shall prevail, unless otherwise explicitly specified in an Ordering Document.



6. Modifications

Fuel Cycle reserves the right to modify the terms and conditions of this Addendum from time to time, by posting the modified terms on a Fuel Cycle website. Any updated version of these terms shall become effective as of the posting date and will supersede all prior versions. Your continued use of the Services after the updated version has been posted, will constitute your acceptance of such updated terms and no separate notice will be required.