04 / AI SERVICES

AI Addendum

OMEGANEON Public Sample v1.6 | Common Paper AI Addendum Standard Terms v1.0 | Schedule C

PUBLIC CONTRACT SAMPLE — FOR LEGAL REVIEW — NOT AN EXECUTED AGREEMENT

SCHEDULE C — AI Addendum Cover Page

Adapts the Common Paper AI Addendum Standard Terms v1.0 (https://commonpaper.com/standards/ai-addendum/1.0/) from their CSA/software-license baseline to an OMEGANEON professional-services engagement. The express Cover Page adaptations are identified for review and apply if accepted in the executed agreement.

Underlying Agreement	OMEGANEON Professional Services Agreement + applicable SOW, effective [DATE], between Omeganeon LLC and [CUSTOMER].
AI Services / Product	For Common Paper AI Addendum §1.1 and §4.2, "Product" means only the AI-enabled Services and workflows in the SOW, operated under default OMEGANEON-Hosted Cloud or optional BYOC Add-on. No general software license is implied.
AI API Cost & Deployment	The default AI-enabled Services run in OMEGANEON-Hosted Cloud infrastructure and use OMEGANEON-provisioned commercial model/API services for the agreed SOW scope. Those model/API usage costs are included in the Monthly Managed Fee; no separate token or request charge or automatic pass-through applies. Model provider(s), processing regions, and applicable subprocessor approvals must be documented for each engagement. BYOC or Customer-provided API keys/credentials apply only if the SOW expressly selects and allocates them. Any material expansion of AI usage outside the SOW requires a prospective written Change Order, not retroactive usage billing.
Training Data	None by default. Neither OMEGANEON nor its authorized model vendors may train a model using Customer Input, Output or Customer Content except after a separate, advance written amendment that names model/vendor, data categories, purposes, retention and safeguards.
Training Purposes	None by default. An explicit written later authorization is required; silence, a general contract signature or routine service use is not consent to model training.
Improvement Restrictions	Notwithstanding Standard Terms §1.4, Customer Input, Output, Feedback, Confidential Information and Customer Materials may not be used for generalized non-training product improvement or cross-client reuse. Use only for the contracted Services, required security operations and legal compliance consistent with the DPA. PSA §2.5 is narrowed accordingly.

Output / Deliverables	Express modification of AI Addendum Standard Terms §2.1 solely to coordinate with PSA §2.1: As between the parties, Customer retains its Input rights and owns any legally protectable/assignable standalone operational AI Output produced by the authorized workflows upon generation, to the extent such rights exist. If AI-assisted content is incorporated into a specifically commissioned Custom Deliverable expressly identified in the SOW, the ownership/assignment of the Provider-created Deliverable portions transfers upon full payment of their associated Fees under PSA §2.1. No rights in EDGEPORT, Provider Pre-Existing Materials, third-party models or licensed Third-Party Materials are transferred; relevant licenses remain governed by the PSA/SOW. Ownership of Output does not constitute a promise that AI-generated content is copyrightable or exclusive.
Agent Permissions	AI actions must comply with the completed Security Schedule, including the six APB permission dimensions (System, Data, Action, Limit, Duration and Identity), risk-tiered HITL approvals, least privilege, MFA, encryption, audit logging, backup and deletion requirements. Provider shall implement and verify the applicable controls before Production Go-Live. This sample does not assert current deployment or certification.
Audit / Records	The production service shall retain relevant AI actions, permissions, approvals and execution records for ninety (90) days by default, subject to Customer-configured retention in the SOW or Security Schedule and applicable law. Customer visibility and OMEGANEON access are governed by the completed Security Schedule. The retention system must be verified before Production Go-Live.
AI Acceptable Use Policy	**OMEGANEON AI Acceptable Use Policy, Version 1.4 (issued November 19, 2026), is incorporated only when expressly attached to, or identified in, the executed agreement. Website reference, if used: [AUP PUBLIC URL]. The restrictions in Common Paper AI Addendum Standard Terms §1.2 also apply. Material amendments follow the PSA change process.**
Model Vendors	Only the cloud and AI model/API providers identified and approved for the engagement may process Customer Personal Data in accordance with the DPA Subprocessor Schedule. List each applicable provider legal name, processing region and function in the completed DPA. BYOC and customer-owned credentials, if elected, are identified in the SOW. The agreed AUP is OMEGANEON AI Acceptable Use Policy Version 1.4, attached to the final contract package or available at [AUP PUBLIC URL].
AI Covered Claims	**Common Paper AI Addendum §§3.1–3.2 (AI limitations and similarity of Output) continue to apply to standalone or automatically generated operational AI Output. They do not negate the expressly limited warranty for Provider-Authored Components of expressly commissioned Custom Deliverables under amended PSA §6.3(b), or Provider's third-party licensing duties under PSA §2.4(b). No general warranty or blanket indemnification is offered for standalone AI Output. The sole contractual third-party IP indemnities are the narrowly defined Provider and Customer Covered Claims in the PSA Cover Page, handled under PSA §9, subject to the aggregate 1× General Cap where enforceable, with the DPA, mandatory EEA/UK transfer obligations, data-subject rights and other non-waivable law preserved.**

A more specific data-protection requirement under the DPA or legally applicable SCCs overrides AI provisions. The AI Addendum controls AI subject matter otherwise; it does not override the SOW commercial scope by implication. Both parties are deemed to adopt this Cover Page only through the expressly identified integrated signature, if the integrated execution page expressly identifies and incorporates this completed Cover Page.

Execution: This custom AI Addendum is meant to be incorporated through the Integrated Engagement signature. The professional-services adaptations are expressly set out in the Cover Page.

REFERENCE APPENDIX — Common Paper Standard Terms

Common Paper AI Addendum Standard Terms v1.0 reproduced under CC BY 4.0. OMEGANEON adapts the AI Addendum for professional services through express Cover Page clauses; those amendments control where the executed agreement provides.

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1. AI Services

1.1 Using AI Services. The AI Services are part of the Product and subject to the Agreement as supplemented by this AI Addendum. Customer may use AI Services by providing Input. The AI Services may generate Output in response to Input. Provider may copy, display, modify, distribute, and use Input to the extent necessary to provide the AI Services as contemplated by this AI Addendum. Customer authorizes Provider to process Input for all such purposes.
1.2 Restrictions. Without limiting the restrictions contained in the Agreement, Customer will not (and will not allow anyone else to): (a) use the AI Services for decision-making in a regulated industry or capacity without proper human oversight and review in compliance with Applicable Laws and applicable professional ethics, guidelines, and rules; (b) use the AI Services to violate, misappropriate, or otherwise infringe the intellectual property or other proprietary rights of others; or (c) falsely state Output was created by a human.
1.3 Model Training. Unless the Cover Page identifies Training Data and Training Purposes, Provider may not use Customer's Inputs or Outputs to Train any Model. If the Cover Page permits Training, then subject to the Training Restrictions, Provider may copy, modify, distribute, and use Training Data for the Training Purposes.
1.4 Non-Training Improvement. Subject to the Improvement Restrictions, Provider may use Input, Output, and Training Data to provide, maintain, develop, and improve the AI System, provided that such usage does not constitute Training except to the extent authorized for Training Purposes.

2. Intellectual Property and Privacy

2.1 Ownership. As between the parties, Customer (a) retains all right, title, and interest in and to all Input, and (b) owns all Output. To the extent permitted by Applicable Laws, Provider hereby assigns to Customer all right, title, and interest—if any—in and to Output.
2.2 Personal Data. Nothing in this AI Addendum will reduce or limit Provider's obligations under Applicable Data Protection Laws regarding Personal Data that may be contained in Input.
2.3 Rights to Input. Customer represents and warrants that it, all Users, and anyone submitting Input each have and will continue to have all rights necessary to submit Input to the AI Services.

3. Disclaimers

3.1 Nature of AI. Due to the nature of artificial intelligence and machine learning, information generated by the AI Services may be incorrect or inaccurate. The AI Services are not human and are not a substitute for human oversight. Output generated by the AI Services may not be protectable as intellectual property.
3.2 Similarity of Output. Output may resemble or be duplicative of data, information, and materials created by the AI Services for others. Provider does not provide any representation or warranty that Output (a) does not and will not incorporate or reflect the data, information, prompts, or materials of others, (b) will not violate, misappropriate, or otherwise infringe upon the intellectual property or other proprietary rights of another person or entity, or (c) will not be reproduced in the same or similar way to another user of the AI Services.

4. Definitions

4.1 "AI Addendum Standard Terms" means these Common Paper AI Addendum Standard Terms Version 1.0, which are posted at https://commonpaper.com/standards/ai-addendum/1.0/.
4.2 "AI Services" means the artificial intelligence or machine learning components of the Product, including the AI System and underlying Model(s).
4.3 "AI System" means the artificial intelligence or machine learning application, program, and services layers of the AI Services, excluding the underlying Models.
4.4 "Input" means the data, information, prompts, or materials submitted by or on behalf of Customer or Users to the AI Services but excludes Feedback.
4.5 "Model" means a large language, machine learning, or artificial intelligence model.
4.6 "Output" means the data, information, or materials created by the AI Services in response to Input.
4.7 "Train" or "Training" means the use of data, information, or materials to create or improve a Model.