

ARTIFICIAL INTELLIGENCE USE RESTRICTIONS ADDENDUM

This Artificial Intelligence Use Restrictions Addendum (“**AI Addendum**”) is incorporated into and made part of that certain [ENTER NAME OF THE AGREEMENT IN QUESTION], dated [DATE] (the “**Agreement**”) between MATERN PROFESSIONAL ENGINEERING, INC., a Florida corporation (“**Matern**”), and [ENTER NAME OF CUSTOMER], a [STATE] [TYPE OF ENTITY] (“**Customer**”) for the Project.

1. **Definitions.** For purposes of this AI Addendum:
 - a. “**AI System**” means any artificial intelligence; machine learning; large language model; language learning, language processing, or language generation model or system; neural network; algorithmic or similar automated decision-making system; or similar model or system performing similar functions, in each case whether publicly owned, privately owned, or otherwise.
 - b. “**Project**” means DESCRIBE
 - c. “**Work Product**” means all documents, drawings, specifications, calculations, plans, models, calculations, reports, text, data, and other tangible materials produced by or on behalf of Matern, in whole or in part, in any media of expression now known or later developed (including without limitation written or digital form).
2. **Ownership of Work Product.** The Work Product constitutes proprietary professional work product of Matern which is provided to Customer solely for Customer’s use in connection with the Project. Customer is not permitted to use Work Product as inputs for any AI System for purposes of reverse engineering, design modification or duplication, or generation of substitute engineering documents or specifications and Customer shall take reasonable measures to prevent any such use. Customer’s failure to comply with any provision of this Section 3 shall constitute a material breach of the Agreement
3. **Prohibited Use of AI Systems.** Except with Matern’s prior express written consent, which may be withheld for any reason or no reason in Matern’s sole discretion, Customer shall not, and shall not permit any contractor, consultant, governmental entity, or any other third party to, upload, input, submit, transmit, analyze, train upon, or otherwise use any Work Product in connection with any AI System, including without limitation the use of Work Product for purposes of (i) analysis or interpretation by AI Systems; (ii) automated design generation; (iii) automated value engineering; (iv) model training or dataset development; (v) generation of derivative or modified engineering or construction documents or substitute designs, specifications, or calculations; and/or (vi) automated construction planning or sequencing. Customer’s failure to comply with any provision of this Section 3 shall constitute a material breach of the Agreement.
4. **Critical Infrastructure and Security Information.** The Work Product may include sensitive, security-related, or critical infrastructure information, in addition to intellectual property and proprietary rights owned by Matern. Customer acknowledges that use of such materials in any AI System may result in unauthorized dissemination, aggregation, or misuse and is strictly prohibited. Matern has not evaluated and does not authorize or approve any AI System for handling the Work Product and/or any such information contained therein.
5. **Public Records Disclaimer.** To the extent Customer is subject to Chapter 119, Florida Statutes, disclosure of the Work Product pursuant to a public records request with respect to which the Work Product is required under applicable law to be disclosed shall not be deemed authorization to upload, input, submit, transmit, analyze, train upon, or otherwise use any Work Product in connection with any AI System. Any and each

of the foregoing shall require the prior written consent of Matern, which consent may be withheld for any reason or no reason in Matern’s sole discretion.

- 6. **No Reliance; No Standard of Care Expansion.** Matern shall have no responsibility or liability for any outputs, analyses, summaries, or derivative materials generated by an AI System using the Work Product. Such outputs shall not be relied upon for design, construction, permitting, operation, maintenance, safety, or regulatory compliance purposes. For purposes of clarity, the foregoing shall not be construed to permit the use or disclosure of the Work Product in any manner prohibited under this AI Addendum. In addition, the use or misuse of Matern’s Work Product in any AI System shall not expand, modify, or enhance Matern’s standard of care, whether in connection with the Agreement or in connection with any other matter.
- 7. **Indemnification.** To the fullest extent permitted by Florida law, Customer shall indemnify, defend, and hold harmless Matern, its officers, directors, employees, and consultants from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys’ fees, arising out of or relating to: (a) use or misuse of Matern’s Work Product in any AI System by Customer or any third party; or (b) reliance upon AI-generated outputs derived from Matern’s Work Product.
- 8. **Survival.** Customer’s obligations under this AI Addendum shall survive completion of the Project, the termination or expiration of the Agreement for any reason, and final payment.
- 9. **Injunctive Relief.** Customer acknowledges and agrees that unauthorized use or disclosure of the Work Product in a manner prohibited by this AI Addendum may cause irreparable harm to Matern’s intellectual property rights (including without limitation proprietary design standards incorporated into the Work Product, engineering methodologies, calculation templates, and technical know-how developed by Matern over many years and at significant time and expense. Matern shall therefore be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law, to prevent or stop any noncompliance with this AI Addendum.
- 10. **Conflict with Agreement.** To the extent of any conflict between any provision of this AI Addendum and the Agreement, this AI Addendum shall control and govern with respect to matters relating to the use of AI Systems and Work Product.

IN WITNESS WHEREOF, Matern and Customer have entered into this AI Addendum intending to be legally bound.

MATERN:

CUSTOMER:

MATERN PROFESSIONAL ENGINEERING, INC.

[NAME OF CUSTOMER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____