



Code Intelligence Platform

CLOUD AI TERMS ADDENDUM

AI Output Ownership, Data Privacy & Accuracy Disclaimers

Silicon Harbor Technologies, LLC

Charleston, South Carolina

Effective Date: _____

ENOVARI CLOUD AI TERMS ADDENDUM

Last Updated: March 16, 2026

ACCEPTANCE OF TERMS

By executing this Addendum, accessing Enovari services, or clicking "I Accept," Customer agrees to be bound by this Enovari Cloud AI Terms Addendum. This Addendum supplements and is incorporated into the Master Services Agreement between Customer and Silicon Harbor Technologies, LLC ("Silicon Harbor"). In the event of conflict between this Addendum and the MSA, this Addendum controls for AI-specific features.

1. AI Output Ownership & Intellectual Property

1.1 Customer Ownership of AI Outputs

Subject to these Terms, Customer retains all right, title, and interest in and to AI-generated outputs produced through the Enovari platform, including but not limited to:

- Code analysis reports and security vulnerability assessments
- Dependency mapping visualizations and architecture diagrams
- Complexity metrics and quality assessments
- AI-generated code suggestions and refactoring recommendations
- Custom insights derived from Customer's uploaded codebases

1.2 Silicon Harbor Ownership of Platform

Silicon Harbor Technologies retains all ownership rights in and to:

- The Enovari platform, CodeScanner engine, and all proprietary algorithms
- The Enovari visualization system and UI/UX design
- Hallucination-prevention architecture and verification systems
- All internal machine learning models, training methodologies, and AI infrastructure
- Platform improvements and derivative works developed independently of Customer data

1.3 Zero-Retention Data Privacy Guarantee

Customer grants Silicon Harbor a limited, non-exclusive, non-transferable license to process Customer's uploaded code and data **SOLELY AND EXCLUSIVELY** for the following purposes:

- **Providing the Enovari service** - Generating analysis reports, security scans, dependency maps, and other outputs specifically requested by Customer
- **Technical support** - Diagnosing and resolving technical issues (only when Customer requests support)
- **Legal compliance** - Responding to valid legal process (subpoena, court order) as required by law

1.3.1 Absolute Prohibitions

Silicon Harbor Technologies commits that it will **NEVER** under any circumstances:

- **✗ Retain Customer code beyond real-time processing**
- **✗ Use Customer code to train, fine-tune, or improve AI models (ours or third-party)**
- **✗ Share Customer code with any party (except as legally required)**
- **✗ Use Customer code in "aggregated" or "anonymized" datasets (NO EXCEPTIONS)**
- **✗ Extract patterns, algorithms, or insights from Customer code for Silicon Harbor's benefit**

1.3.2 Data Processing & Deletion

Silicon Harbor's data handling:

- **Real-Time Processing:** Code is processed in-memory and immediately purged after generating requested outputs (typically seconds)
- **No Storage:** Customer code is NEVER written to disk or persistent storage
- **Analysis Results Only:** Customer retains generated reports/outputs; original code is NOT retained
- **Account Termination:** All Customer analysis results deleted within 30 days

2. Third-Party AI Services

Enovari uses third-party AI service providers (e.g., Anthropic, OpenAI) to power code intelligence features. Silicon Harbor ensures all third-party providers operate under strict zero-retention, zero-training agreements.

2.1 Third-Party Provider Guarantees

ALL third-party AI providers used by Enovari:

- **Are contractually prohibited from training on Customer data**
- Use enterprise/API tiers with zero data retention policies
- Process Customer code in real-time and delete immediately after processing
- Maintain SOC 2 Type II or equivalent security certifications
- Have executed Data Processing Agreements (DPAs) with Silicon Harbor

2.2 Provider Changes & Notification

If Silicon Harbor adds new third-party AI providers or if any provider changes their data usage terms:

- Customer will be notified 30 days in advance
- Customer may object within 15 days on privacy grounds
- Silicon Harbor will migrate to compliant alternatives if provider terms degrade
- Customer may request current provider list and certifications at any time

3. Persona Memory Rights & Data Privacy

3.1 Persona Memory System

Enovari may utilize persona-based memory systems to improve user experience by retaining context across sessions. Customer acknowledges and consents to:

- Storage of interaction history, user preferences, and project-specific context
- AI-driven summarization and knowledge graph generation from user interactions
- Use of stored context to personalize future recommendations and analysis

IMPORTANT: Persona memory stores USER INTERACTIONS AND PREFERENCES only. Original source code is NEVER retained in persona memory systems.

3.2 Data Control & Deletion Rights

Customer retains the right to:

- Access all stored persona memory data via dashboard export
- Delete specific memory entries or entire persona profiles at any time
- Opt out of persona memory entirely (may reduce service effectiveness)
- Receive full data portability in machine-readable format (JSON/SQLite)

Deletion requests will be processed within 72 hours. Anonymized aggregate usage metrics (e.g., feature adoption rates) may be retained for platform improvement.

4. Accuracy Disclaimers & Limitations

4.1 No Warranty of AI Output Accuracy

CUSTOMER ACKNOWLEDGES THAT AI-GENERATED OUTPUTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. While Enovari employs hallucination-prevention architecture and verification mechanisms, Silicon Harbor does not guarantee:

- 100% accuracy in security vulnerability detection or code analysis
- Freedom from false positives or false negatives in scanning results
- Completeness of dependency mapping or complexity assessments
- Suitability of AI-generated code suggestions for production use without review

4.2 Human Review Requirement

Customer agrees to exercise independent judgment and perform human review before:

- Deploying code changes based on Enovari recommendations
- Making security decisions based solely on AI analysis
- Relying on complexity metrics for critical architectural decisions
- Using dependency mappings as the sole basis for refactoring efforts

4.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SILICON HARBOR SHALL NOT BE LIABLE FOR:

- Damages arising from inaccurate AI outputs or missed vulnerabilities
- Security breaches resulting from undetected code flaws
- Production failures from implemented AI suggestions
- Business losses from decisions made based on Enovari analysis

Customer's sole remedy for AI inaccuracies is service credit or refund as specified in the Master Services Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Enovari Cloud AI Terms Addendum as of the date last signed below.

CUSTOMER:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email: _____

SILICON HARBOR TECHNOLOGIES, LLC:

Signature: _____

Printed Name: Kenny Alge

Title: Co-Founder & Chief Technology Officer

Date: _____

Email: kenny@siliconharbor.tech