

AI Terms

Coris Frontiers, Inc.

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These AI Terms (the “AI Terms”) describe the artificial intelligence features of the Coris Match platform and explain how Coris Frontiers, Inc. (“Coris,” “we,” “us,” or “our”) and our customers (“you” or “your”) work together to use those features safely, lawfully, and responsibly. Coris Match uses artificial intelligence to help qualified research teams identify patients who may be eligible for clinical research studies. We built it to support the judgment of research professionals, not to replace it, and to keep Customer Data within your environment.

1. Scope and Relationship to Other Terms

1.1 Who These AI Terms Apply To. These AI Terms apply to every customer organization that uses the AI Features and to every Authorized User who accesses them on a customer’s behalf.

1.2 Part of Your Agreement With Us. These AI Terms are the “AI Terms” referenced in our Terms of Service (the “Terms”) and supplement the Terms, including Section 4 (Artificial Intelligence Features). They work together with any Order Form, Business Associate Agreement (“BAA”), Data Use Agreement (“DUA”), and Data Processing Agreement (“DPA”) between you and Coris, and with our Acceptable Use Policy (the “AUP”). Our Privacy Policy explains how we handle personal information.

1.3 Order of Precedence. If there is a conflict, the order of precedence in Section 19.1 of the Terms applies: the BAA controls with respect to PHI, followed by any DUA or DPA with respect to the data it covers, then the Order Form, then these AI Terms with respect to the AI Features, and then the Terms.

1.4 Defined Terms. Capitalized terms used but not defined in these AI Terms, such as “Authorized User,” “Customer Data,” “Documentation,” “Equipment,” “Order Form,” “Output,” “PHI,” “Services,” “Software,” and “Website,” have the meanings given in the Terms.

2. Definitions

The following terms have the meanings below.

“AI Features” means the features of the Services that use artificial intelligence, including machine learning, computer vision, and language models, to analyze Customer Data and generate Output.

“Input” means Customer Data that you or your Authorized Users provide to, or make available for processing by, the AI Features, such as electronic health record data, clinical notes, medical images, and Study eligibility criteria.

“Model” means any machine learning model, including its weights, parameters, and architecture, that we provide as part of the Software, whether developed by Coris or licensed from a third party.

“Model Documentation” means the information we make available about the Models and AI Features, such as their intended use, the types of Inputs they use, their Validated Conditions, known limitations, and available performance and fairness evaluations.

“Preview Feature” means an AI Feature that we identify as alpha, beta, preview, experimental, or similar.

“Reviewer” means a qualified individual, such as a principal investigator or an appropriately trained member of the study team to whom the principal investigator has delegated the task, who reviews Output as described in Section 4.

“Study” means a clinical research study for which you use the Services under an approved protocol.

“Validated Conditions” means the data types, imaging modalities, imaging devices, patient populations, and study criteria under which an AI Feature has been evaluated, as described in the Documentation or Model Documentation or otherwise agreed with us in writing.

3. The AI Features

3.1 What the AI Features Do. The AI Features help research teams prescreen patients against Study eligibility criteria. Depending on your deployment and the Study, they may:

- interpret Study inclusion and exclusion criteria and apply them to structured health record data, such as diagnoses, medications, procedures, and laboratory results;
- extract eligibility-relevant information from free-text clinical notes into structured fields;
- classify, register, and segment medical images, such as fundus autofluorescence, near-infrared reflectance, and optical coherence tomography images, and estimate measurements such as lesion area; and
- combine these results into a list of potential Study candidates, with supporting evidence, for review by a Reviewer.

3.2 Where the AI Features Run. When Coris Match is deployed within your environment, including on Equipment at your site, the Models run within that environment. Inputs and Output are not sent to Coris or to any outside AI service, and the AI Features do not require internet access in standard operation.

3.3 Coris and Third-Party Models. The AI Features use Models developed by Coris and may also use Models developed by third parties, such as open-weight language models, that we license, install within your environment, and configure for use with the Services. Whatever their source, we provide all Models as part of the Services under the Terms and these AI Terms.

3.4 Preview Features. We may offer Preview Features so that you can evaluate new capabilities. Preview Features are optional, may be less reliable than other AI Features, may change or be discontinued, and may be subject to additional terms we provide with them. Our commitments regarding Customer Data, including Section 6, apply fully to Preview Features.

4. Human Oversight and Intended Use

4.1 Support, Not Replacement. The AI Features are designed to support, not replace, the professional judgment of qualified research personnel. They do not make autonomous decisions about any individual. Output is a recommendation for human review, not a determination of eligibility, a diagnosis, or a clinical finding.

4.2 Required Human Review. Before anyone relies on Output, including before any individual is contacted about, enrolled in, or excluded from a Study, a Reviewer must review the relevant Output and the supporting information the Services display and make an independent decision. The Services record each Reviewer decision, such as approve, reject, or defer, in the audit records maintained within your environment.

4.3 No Automated Action. You may not configure, integrate, or use the AI Features so that Output triggers patient contact, enrollment, exclusion, or any other action affecting an individual without Reviewer review, as Section 4.1 of the AUP provides.

4.4 Intended Use. The AI Features are intended only for research prescreening, as described in Section 3 of the Terms. They are not intended to diagnose, treat, cure, mitigate, or prevent any disease or condition, to make or support clinical care decisions, to triage patients, or for use in any emergency. Output, including image classifications and measurements, must not be entered into or relied upon in the medical record as a clinical finding.

4.5 Professional Responsibility. Decisions about Study eligibility, recruitment, and enrollment, and all clinical decisions, remain the responsibility of you and your qualified personnel.

5. Your Responsibilities

When using the AI Features, you agree to:

- ensure that each Reviewer is appropriately qualified, trained on the AI Features and the Documentation, and authorized under your Study protocol and institutional policies;
- use the AI Features only within their Validated Conditions, and consult us before applying them to a new Study, patient population, imaging modality, imaging device, or data source;
- make the known limitations described in the Model Documentation available to your Reviewers;
- make available to the AI Features only Inputs that you have the rights, consents, authorizations, and approvals to use for the relevant Study, including any required institutional review board (“IRB”) approval or waiver of authorization, and only after a BAA and, where applicable, a DUA are in place;
- confirm that the Study eligibility criteria configured in the Services reflect your current approved protocol, and tell us promptly when the protocol is amended;
- determine, consistent with your IRB approval and applicable law, whether and how to inform patients and research participants about the use of AI in your recruitment process;
- maintain appropriate oversight of your use of the AI Features, including by periodically reviewing Output quality, Reviewer decisions, and audit records as part of your compliance programs; and
- comply with the laws, regulations, and institutional policies that apply to your use of AI, including any requirements to assess, document, or disclose the use of AI tools.

6. Inputs, Output, and Model Training

6.1 Inputs and Output Are Customer Data. Inputs and Output are Customer Data. We handle them as described in Section 5 of the Terms, any BAA, DUA, or DPA, and Section 2 of our Privacy Policy, and we access them only as needed to provide, support, maintain, and secure the Services for you or as you otherwise instruct in writing.

6.2 No Training on Customer Data. We will not use Inputs, Output, or other Customer Data to train, fine-tune, or otherwise improve any Model, or to provide services to any other customer, unless you agree to that use in a separate written agreement that includes any approvals required for it, such as IRB approval. This commitment applies equally to Models licensed from third parties, and we do not provide Customer Data to any third-party Model provider.

6.3 Configuration for Your Site. Configuring the AI Features for your environment, such as mapping data fields, setting decision thresholds, or translating your Study's eligibility criteria into the Services, is part of providing the Services to you and is not training under Section 6.2. We perform this configuration within your environment and at your direction. Any configuration that reflects Customer Data stays in your environment, is used only to provide the Services to you, and is deleted with Customer Data as described in Section 5.7 of the Terms.

6.4 Aggregate Results. With your written permission, we may share aggregate results of the Services that have been de-identified in accordance with HIPAA, such as the number of potential Study candidates identified, as described in our Privacy Policy.

6.5 Research Collaborations. If you and Coris agree to collaborate on research involving Customer Data, such as external validation of a Model or a joint publication, that collaboration will be governed by a separate written agreement, such as a DUA, that includes any approvals required for it.

6.6 Reports and Feedback. If you report a concern about Output under Section 9.4 and choose to include Customer Data, we will handle that information as Customer Data. Feedback, as described in Section 11.2 of the Terms, does not include Customer Data.

7. Ownership and Intellectual Property

7.1 Your Inputs and Output. As between you and Coris, you own your Inputs and Output as part of your Customer Data, as Section 5.1 of the Terms provides. Because AI Features may generate similar results from similar information, Output generated for another customer from that customer's data is not your Customer Data.

7.2 Our Technology. Coris and its licensors own the AI Features, Models, and Model Documentation, and all improvements to and derivative works of them, excluding Customer Data, as Section 11.1 of the Terms provides. Nothing in these AI Terms grants you any right to Model weights, parameters, source code, or training data.

7.3 Third-Party Models. Models licensed from third parties are subject to their own license terms, which may include use restrictions that apply to the Services. We are responsible for complying with those licenses as they apply to our provision of the Services, and we will make applicable notices available on request, as Section 11.3 of the Terms provides.

8. Restrictions on Use of the AI Features

In addition to Section 9 of the Terms and the AUP, including Section 4 of the AUP (Responsible Use of AI and Output), you may not, and may not allow anyone else to:

- use the AI Features or Output outside the intended use described in Section 4, including for diagnosis, clinical care, or patient triage;
- use the AI Features or Output to profile, score, or make decisions about individuals for insurance underwriting, benefits eligibility, employment, credit, housing, law enforcement, immigration, or any other non-research purpose;
- use the AI Features or Output to unlawfully discriminate against, or systematically exclude, individuals on the basis of any characteristic protected by law, except where a criterion is required by an approved Study protocol;
- present Output as a diagnosis, a clinical determination, or the decision of a clinician, or state or imply to any patient that Coris or an AI system has determined their eligibility or medical condition;
- attempt to extract, reconstruct, or infer Model weights, parameters, architecture, or training data, including through systematic querying;
- submit Inputs designed to cause inaccurate Output, bypass safeguards, or interfere with the AI Features, or disable the display of supporting evidence that accompanies Output;
- use the AI Features, Output, or information about how the AI Features perform to build, train, benchmark for publication, or improve a competing product or service without our prior written consent; or
- connect the AI Features to, or use Output with, any outside AI service in a way that transmits Customer Data outside your environment, except as your organization has authorized under its policies and your agreements with Coris.

9. Accuracy, Limitations, and Fairness

9.1 AI Can Make Mistakes. Like all AI technologies, the AI Features can make mistakes. Output may be incomplete or inaccurate, may identify individuals who are not eligible for a Study, and may miss individuals who are. Errors can occur in information extracted from clinical notes and in image classifications, registrations, and measurements. Language models in particular may misread clinical notes or eligibility criteria, or present information with more certainty than is warranted.

9.2 Performance Can Vary. Performance can differ across patient populations, demographic groups, data sources, documentation practices, imaging modalities, and imaging devices. It may be lower for cases near an eligibility threshold and for groups that were less represented in the data used to develop and evaluate the Models. Performance reported in the Model Documentation reflects the conditions under which it was measured and may not predict performance at your site.

9.3 Our Commitments. We design, develop, and maintain the AI Features with care to promote accuracy, reliability, and fairness. Among other things, we:

- evaluate Models before release, including across relevant demographic subgroups where the available data allow;
- document Validated Conditions and known limitations in the Model Documentation;
- display supporting evidence with Output, such as relevant source information, image overlays, and measurements, so that Reviewers can verify it;
- evaluate new Model versions against prior versions before deployment; and
- investigate reports of inaccurate or biased Output and take reasonable steps to address them.

9.4 Reporting Concerns. If you believe any Output is inaccurate, biased, or otherwise concerning, please record it in the review interface, which we review with you when we are on site, or contact us, as Section 4.4 of the Terms describes. We will review each report in good faith and work with you to address it. Because we do not remotely monitor deployments within your environment, your reports are an important way for us to identify and correct issues.

10. Model Updates and Changes

10.1 Model Updates. We may update, retrain using data other than your Customer Data, replace, or retire Models to improve performance, safety, or security. For deployments within your environment, we will schedule Model updates with you in advance, as Section 2.4 of the Terms provides, and describe material changes in release notes, including any changes to Validated Conditions or known limitations.

10.2 No Material Reduction. During any paid term, we will not make changes to the AI Features that materially reduce the core functionality or security of the Services you have purchased, as Section 2.4 of the Terms provides.

10.3 Version Records. We will keep records of the Model versions deployed in your environment and make that information available on request, so that you can relate Output to the Model version that generated it.

10.4 Third-Party Model Changes. If the license terms for a third-party Model change, or a third-party Model becomes unavailable or unsuitable, we may replace it with a comparable Model. We will tell you before any such replacement takes effect in your environment.

10.5 Suspension of an AI Feature. If we identify a material safety, accuracy, or security issue with an AI Feature, we may suspend or roll back that AI Feature, or recommend that you do so, until the issue is resolved. We will notify you promptly, work with you to minimize disruption, and restore the AI Feature once the issue has been addressed and you agree to resume it. Because the Services support research recruitment rather than patient care, your study team can continue recruitment through its standard processes during any suspension.

11. Transparency, Regulatory Matters, and Research Compliance

11.1 Model Documentation. On request, we will provide Model Documentation for each AI Feature, including its intended use, the types of Inputs it uses, its Validated Conditions, known limitations, and available performance and fairness evaluations. We will update the Model Documentation when we release material changes.

11.2 Cooperation. We will reasonably cooperate with you to help you meet your obligations under the laws, regulations, and institutional policies that apply to your use of AI, for example by responding to reasonable questionnaires, supporting your AI governance and IRB reviews, and providing information you need for any required assessment or disclosure.

11.3 Regulatory Status. Unless we expressly state otherwise in writing, the AI Features have not been cleared, approved, or certified by the U.S. Food and Drug Administration or any other regulatory authority. The AI Features are designed for research prescreening and are not intended for use as a medical device.

11.4 Research Compliance. You are responsible for the conduct of your Studies, as Section 3.3 of the Terms provides, including determining whether your IRB must review the use of the AI Features in your recruitment process and following any conditions it imposes.

11.5 Publications. If you publish or present research that describes the performance of the AI Features, please describe them accurately, as Section 4.7 of the AUP provides. On request, we will provide Model Documentation and review descriptions of the AI Features for technical accuracy. Nothing in these AI Terms restricts accurate reporting of research results.

12. Disclaimers and Limitation of Liability

12.1 Terms Apply. Section 13 (Warranties and Disclaimers), Section 14 (Indemnification), and Section 15 (Limitation of Liability) of the Terms apply to the AI Features.

12.2 AI Disclaimer. Without limiting Section 13.3 of the Terms, and to the fullest extent permitted by law, Coris does not warrant that Output will be accurate, complete, or free from bias, that the AI Features will identify every eligible individual, or that any individual identified will be eligible for or enroll in a Study.

12.3 Preview Features. Preview Features are provided “as is,” and the warranty in Section 13.2 of the Terms does not apply to them.

12.4 Responsibility for Decisions. Decisions made using Output remain the responsibility of you and your qualified personnel, as Sections 3 and 13.3 of the Terms provide.

13. Changes to These AI Terms

We may update these AI Terms from time to time to reflect changes in the AI Features, the law, or industry practice. When we do, we will post the updated AI Terms on the Website and revise the “Last Updated” date above. If a change is material, we will give reasonable advance notice to customers with active accounts, for example by email. Updated AI Terms apply going forward and will not change the terms of an Order Form during its current term unless you agree in writing. If you do not agree to updated AI Terms, you may stop using the AI Features; by continuing to use them after the updated AI Terms take effect, you agree to them.

14. Contact Us

If you have questions about these AI Terms or the AI Features, or would like to request Model Documentation, please contact us:

Coris Frontiers, Inc.

720 Garfield St.

Denver, CO 80206

Email: legal@corisfrontiers.com, security@corisfrontiers.com, privacy@corisfrontiers.com,
support@corisfrontiers.com

Website: www.corisfrontiers.com