

AI Addendum

Valid from: 2026-10-05

1. Optional Use of AI Tools. The Vendor may offer, via the Software Platform, customer-facing features that employ artificial intelligence and machine learning (“AI/ML”) technologies (such features, the “AI Tools”). The Customer may, but shall not be required to, use the AI Tools.
2. Compliance. Subject to relevant sections of the Master Service Agreement, the Vendor will comply with all applicable laws governing the use of AI/ML technologies.
3. Training Restriction. Except with the Customer’s prior written consent, the Vendor will not use any Customer Content to train or fine-tune any AI/ML model or permit any third party to train or fine-tune any AI/ML model.
4. Intellectual Property. As between the parties, (a) the Customer owns all right, title, and interest in and to its intellectual property in the inputs submitted by the Customer with respect to the AI Tools and any generative outputs created by the AI Tools based upon such inputs; and (b) the Vendor owns all right, title, and interest in and to its intellectual property in the AI Tools.
5. Facial Recognition Terms. To the extent the Customer uses an AI Tool that employs facial recognition technology:
 - 5.1. The Customer agrees that by using such AI Tool, the Customer (and not the Vendor) will be (a) directing and causing the generation of facial geometry information based upon faces that appear in the selected Customer Content (“Facial Data”); and (b) inputting names or other identifiers in metadata in relation to such faces.
 - 5.2. Where required by applicable law, the Customer will be solely responsible for obtaining consents from persons who are the subject of the Facial Data, providing any disclosures to such persons, and ensuring that Facial Data is used and retained only in accordance with the foregoing consents and disclosures. The Customer will indemnify, defend, and hold harmless the Vendor and its parents, subsidiaries, affiliates, directors, officers, and employees from and against any losses relating to any third party demand, claim, or lawsuit asserting facts that would constitute a breach of any of the foregoing obligations. The foregoing indemnification and defense obligations will not be subject to any limitation of liability.