



ARTIFICIAL INTELLIGENCE TERMS

1 GENERAL

- 1.1 These Artificial Intelligence Terms (the “**AI Terms**”) shall apply to Customer’s use of AI tools provided by Truvio, either embedded in products licensed by Customer or licensed separately, as per a valid order or subscription agreement (referred herein as the “**Agreement**”). The AI Terms forms an integral part of the Agreement.
- 1.2 The provisions under these AI Terms shall take precedence over other contractual provisions between the Parties with respect to the use of AI tools.
- 1.3 For the purposes of these AI Terms, “Artificial Intelligence” or “AI” shall be understood as machine-based systems designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment. These systems use input to generate outputs like predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- 1.4 Customer acknowledges that “Truvio” refers to the Truvio entity that licenses products to Customer under Customer’s Agreement, which may be licensed under previous brand names “SignUp”, “Axtension”, “SK Soft” or “DynamicWeb”.

2 OBLIGATIONS OF TRUVIO

- 2.1 Truvio warrants that the AI tools comply with the requirements under applicable AI regulations, including Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024, Colorado SB 205, Utah SB 149, California AB 2013, California SB 942 and any other applicable AI law or regulation in the countries where Truvio operates (collectively “**Applicable AI Regulations**”).
- 2.2 Truvio shall document compliance with the requirements of the Applicable AI Regulations when providing the AI tools. Such documentation shall at least contain (i) a description of the AI tools and the intended and possible use, (ii) information necessary to adequately understand the functioning of the AI tools and the risks associated with such use, (iii) information on the data used for training, testing and validation, and (iv) information about how the AI Tool achieves its output.
- 2.3 Truvio shall assist Customer and provide information to enable Customer to use the AI tools in a legally compliant manner.
- 2.4 Truvio shall conduct a risk assessment of the AI contained in the AI tools, the result of which shall be available to Customer. The risk assessment shall be reviewed at least annually by Truvio.

3 RIGHT TO USE AI TOOLS

- 3.1 Customer’s right to use AI tools under this AI Terms is subject to Customer’s compliance with the Agreement and Applicable AI Regulations. Truvio reserves the right to suspend access to use AI



tools if Truvio becomes aware of Customer using the AI tools in breach of the Agreement or Applicable AI Regulations.

- 3.2 Customer will use commercially reasonable efforts to report to Truvio any inaccuracies and/or errors discovered while using the AI tools.

4 INTELLECTUAL PROPERTY

- 4.1 As set out in the Agreement, Truvio remains the sole and exclusive owner of any products, background technology and any deliverables provided under the Agreement. This includes without limitation any AI tools and features provided by Truvio. Nothing in these AI Terms shall be construed as transfer of intellectual property rights in any products, background technology or any deliverables provided under the Agreement.

- 4.2 As set out in the Agreement, Customer remains the sole and exclusive owner of any Customer data. Customer hereby authorizes Truvio to use Customer data for the purposes of training, testing and validating AI. Customer may at any time revoke the authorization, however Customer is aware that Truvio in such case may not be able to provide the AI tools to Customer. Truvio shall to the greatest extent possible use anonymized or aggregated Customer data for the purpose outlined above.

5 DISCLAIMERS

- 5.1 The AI Features rely upon data input by or on behalf of Customer. Customer acknowledges that, given the nature of AI, it is not possible to warrant the accuracy and correctness of AI outputs, and any AI outputs may contain errors and misstatements, inadequacies and/or may be incomplete or inaccurate. Truvio shall not be held liable for any such errors, misstatements, inadequacies, incompleteness or inaccuracy and Customer shall be responsible for determining whether the outputs from the AI tools are suitable and reliable. Customer is solely responsible for any reliance on the AI tools and the accuracy or usefulness of any AI outputs.

- 5.2 AI tools does not replace human oversight and Customer acknowledges that the AI tools are designed to support and assist Customer in its use of its licenses products.