CROWNPEAK AI ADDENDUM

The following AI addendum ("**AI Addendum**") is added to and becomes part of the applicable Global Master Services Agreement, or other licensing agreement in place between Crownpeak and Customer governing access to and use of the Services ("**Agreement**"). Capitalized terms not defined in this AI Addendum have the meaning given in the Agreement.

1. Applicability and Scope of the AI Addendum.

The AI Addendum applies only to the AI Functionality provided to Customer by Crownpeak as part of the Services, and specifically the products First Spirit and DQM. It does not apply to other Crownpeak products such as Fredhopper. The AI Addendum does not modify, and prevails in the event of conflict over, the Agreement. Termination of this Addendum will not cause termination of the Agreement or any other services.

2. Inputs and Outputs

a) The AI Functionality may require Customer to provide Input, which will be used by the AI Functionality to generate Output. As between Crownpeak and Customer, Customer retains its ownership rights in Input and owns the Output, to the extent permitted by Applicable Law. Crownpeak additionally assigns all its right, title, and interest, if any, in and to Output.

b) AI Functionality may include features which are powered by AI models operated by a third party provider, in which case Customer permits the relevant third party provider of such AI Functionality to use Inputs and Outputs or other Customer Data submitted to the AI Functionality as necessary to provide and maintain the AI Functionality, comply with applicable laws, and enforce its policies. All third party providers who process Personal Data can be found on the Crownpeak Subprocessor List in the Crownpeak Governance Hub.

c) Where Inputs and Outputs are submitted to a third party provider, those Inputs and Outputs may be retained temporarily by the third party provider as part of the operation of their service.

d) Any third party provider of AI Functionality shall act as a Subprocessor of Customer Data submitted to the relevant AI Functionality, including Personal Data that may be contained in Inputs or other Customer Data. All processing of Customer Data will be governed by the DPA in place between Crownpeak and Customer. In this Addendum, "**Subprocessor**" and "**Personal Data**" shall have the meanings given to them in the DPA.

3. **Responsibility for Inputs and Outputs.**

a) The Outputs are generated based on a statistical analysis of the source content provided by Customer, without any detailed understanding of the source content. Customer acknowledges that all results depend on the quality of the source content, and results may be inaccurate, incomplete, unexpected or unfaithful to the provided source content, or may contain biases.

b) Customer is solely responsible for (i) the accuracy and quality of any Inputs; (ii) verifying and validating the accuracy of any Outputs, and (iii) any decision, action or omitted action based on any Outputs.

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c) Customer acknowledges and agrees that the AI Functionality may produce outputs that could inadvertently infringe upon third party intellectual property rights. Customer is solely responsible for ensuring that their use of the Outputs complies with all applicable intellectual property laws and regulations.

4.**Third Party Outputs.** Customer acknowledges that third parties may submit information or materials that generate output that is identical or similar to the Outputs. Customer has no right, Title Or Interest In Or To Any Third Party Outputs.

5. **Retrieval.** Any obligations on Crownpeak in the Agreement to make Customer Data available for retrieval, assist with retrieval and destroy Customer Data will not apply to the Inputs and Outputs. Crownpeak will not retain Inputs and Outputs except during the applicable Session.

6. **Liability.** To the maximum extent permitted by law and notwithstanding anything to the contrary in the Agreement, Crownpeak does not provide any representation, warranty, indemnification or other commitment of any kind regarding any AI Functionality (including, for sake of clarity, any Beta Generative AI Features, and including, without limitation, in relation to the accuracy, reliability or completeness of the Outputs and shall have no liability for any loss or damage caused by use of or reliance on any Outputs.

7.**Beta Version.** Where AI Functionality is provided free of charge and/or as new features or functionality identified as beta or or Trial Phase, the following applies: (i) Crownpeak may at any time, upon reasonable notice to Customer, introduce fees for continued use of such Beta Version; (ii) Crownpeak is under no obligation to develop, release, make generally available or commercially offer a final product based on the Beta Version; (iii) Crownpeak may, at any time and without liability, suspend or terminate access to, modify, replace or discontinue any part or feature of the Beta Version; and (iv) Crownpeak disclaims all liabilities and excludes any warranties or indemnities in re, except as provided by applicable laws.

8. **Suspension and Termination**

a) Crownpeak may, without liability, suspend or terminate access to the AI Functionality immediately upon notice to Customer. In the case of termination by Crownpeak, Crownpeak will refund any pre-paid fees for the AI Functionality from the date of termination on a pro rata basis.

b) Customer will not be entitled to a refund of prepaid fees where any such suspension or termination arises from breach of the Agreement by Customer.

DEFINTIONS

"AI Functionality" means any features or parts of the Services for FirstSpirit and DQM only, including any of Crownpeak's AI tools, that make use of large language models or other machine learning and/or artificial intelligence to generate Output, which display significant generality and are capable to competently perform a wide range of distinct tasks, including when trained with a large amount of data using self-supervision at scale, and that can be integrated into a variety of downstream systems or applications.

"Input(s)" means any data, content or materials that Customer submits to Crownpeak's AI Functionality, such as documents, images, or text to receive the Output.

"Output(s)" means the resulting image, text, text effects, audio file, video file or any other content, which is provided to Customer within the Services and/or Crownpeak's AI Functionality based on the Inputs.

"Session" means a temporary, interactive data exchange between the Customer's browser and the server powering the AI Functionality.