These terms ("**AI Terms**") apply to artificial intelligence features and technologies provided with OneAdvanced AI. These AI Terms are incorporated into the OneAdvanced Standard Terms by reference ("**Agreement**"). All capitalised terms not defined in these AI Terms have the meanings given in the Agreement.

1. DEFINITIONS

"AI Customer Input" means any data, materials, or content provided by Customer for processing by AI Features.

"AI Customer Output" means any data, materials, or content generated by AI Features in response to AI Customer Input.

"AI Feature" means any component of the Subscription Services that employs AI Technology, including but not limited to Generative AI, Retrieval-Augmented Generation/RAG, AI Agents or Agentic AI.

"AI Technology" includes all machine learning and artificial intelligence models, tools and software implementations used within AI Features.

"Customer Data" includes all AI Customer Inputs, AI Customer Outputs, usage data, aggregated statistics, and any other data provided by Customer.

"Sub-Processors" means any OneAdvanced sub-processor that processes any data in connection with the AI Features, as listed on OneAdvanced's website and available <u>here.</u>

2. RESTRICTIONS ON USE OF AI FEATURES

2.1 Customer will use AI Technology responsibly, safely, and in a legally compliant manner. Without limiting any restrictions on use of the Service in the Agreement, Customer and its Authorised Users shall not and shall not permit anyone else to:

a) use the AI Features or any AI Customer Output to infringe any Third-Party rights, including intellectual property rights or privacy rights;

b) use the AI Features or any AI Customer Output except in compliance with applicable laws and in compliance with the Agreement, including these AI Terms;

c) use the AI Features or any AI Customer Output to develop, train or improve any AI or ML models (separate from authorised use of the Service under the Agreement), including to develop, train or improve a similar or competing product or service;

d) use web scraping, web harvesting, or web data extraction methods to extract data from AI Technology or AI Customer Output.

e) use the AI Features or any AI Customer Output to discover any underlying components of the models, algorithms, and systems, or otherwise attempt to reverse engineer or duplicate the AI Features, including by exfiltrating the weights of models;

f) represent any AI Customer Output as being approved or vetted by OneAdvanced;

g) represent any AI Customer Output as being an original work or wholly human-generated work;

h) use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws;

i) use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical; or

j) attempt to access or use any AI endpoints, including but not limited to, direct API calls, unauthorised integrations, or any other means of accessing the AI Features, except as prescribed by OneAdvanced.

2.2. Customer will not circumvent, or bypass protective measures made available by OneAdvanced or a Third-Party, including, but not limited to, those intended to help prevent copyright infringement, data breaches, or security incidents.

2.3. Customer will comply with <u>Acceptable Use Policy</u> and <u>Fair Usage</u> <u>Policy</u>

3. CUSTOMERS OBLIGATIONS

3.1 Customer is responsible for any AI Customer Inputs that Customer or Authorised Users upload or submit to the AI Features, including any text, images, or other content.

3.2. The customer is responsible for its receipt, review and use of any Al Customer Outputs, including any responses, suggestions, formula, or any other content generated by the Al Features based on Al Customer Input. Customer will assess any Al Customer Output (including by code scanning, security scanning, human review, and human oversight and correction) before using or relying on the Al Customer Output for any purpose.

3.3. Customer acknowledges that AI Technology consists of emerging technologies, and, given the nature of such technologies, their use may result in incorrect, biased, unfair, or inaccurate AI Customer Output and/or AI Customer Output that may be unreal or untruthful in relation to certain sources.

3.4 Given the clauses 3.1 – 3.3 above, the Customer is responsible for determining whether the following are required: (i) implementation of human oversight of any AI Customer Output; (ii) meaningful human control over decisions informed by AI Technology; and (iii) evaluating AI Customer Output for accuracy, harm, and appropriateness for the specific use case. For more information, please refer to the <u>Acceptable Use Policy</u>.

4. INTELLECTUAL PROPERTY

4.1. **AI Customer Inputs.** Except for OneAdvanced's express rights in the Agreement, as between the Parties, Customer retains all intellectual property and other rights in AI Customer Inputs

4.2. AI Customer Outputs. Customer acknowledges and agrees that (i) AI Customer Output will not qualify for intellectual property protection as it is not created solely and independently by the Customer; (ii) similar or the same AI Customer Output may be produced by AI Technology to similar requests from different customers and OneAdvanced provides no guarantee of uniqueness or exclusivity, (iii) Customers have a nonexclusive, non-transferable right to use AI Customers Outputs for their internal business purposes, subject to the Agreement and (iv) Customer's rights to AI Customer Output may not be enforceable against other users of AI Technology. Customer's ownership in AI Customer Output is subject to OneAdvanced's and/or its licensor's ownership rights in the Service, OneAdvanced Materials, and data used to train AI Technology ("**Pre-Existing Materials**"). Customer is granted a right to use, and only will use, Pre-Existing Materials in Output to the same extent as Customer is permitted to use the Service. OneAdvanced's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technology, but not to the AI Customer Output.

4.3 AI Features and AI Technology. As between Customer and OneAdvanced, OneAdvanced retains all ownership in and to the AI Features and AI Technology, including but not limited to all algorithms or models and aggregated results of developing the AI Features and AI Technology.

5. AI FEATURES DEVELOPMENT AND IMPROVEMENT

5.1 OneAdvanced does not commit to the use of specific AI models even if Customer may be able to choose between different AI models when using the Services. OneAdvanced reserves the right to modify, enhance, replace, or discontinue any AI Features or AI models at its sole discretion, without obligation to notify or obtain consent from the Customer, provided that such changes do not materially degrade the core functionality of the Service.

6. MONITORING

6.1 Customer acknowledges and agrees that OneAdvanced and its Sub-Processors have the right to monitor and analyse Customer's use of Al Features to detect security risks, policy violations, or unlawful activities

6.2 OneAdvanced reserves the right to update security measures to respond to evolving threats and improve overall security posture, provided that such updates do not materially reduce the level of protection afforded to Customer Data.

7. INFRINGEMENT BY AI CUSTOMER OUTPUTS

7.1 Al Customer Outputs are provided "as-is" without warranty or guarantee of accuracy, legality, originality, or fitness for a particular purpose. Customer acknowledges that it is solely responsible for independently reviewing, verifying, and validating any Al Customer Outputs before use or reliance, including for compliance with applicable laws, internal policies, and risk assessments. To the fullest extent permitted by law, OneAdvanced shall not be liable for any loss, claim, damage, or liability arising from or related to Customer's reliance on Al Customer Outputs, including but not limited to intellectual property claims, data inaccuracies, or business disruptions.

8. RISKS AND LIMITATIONS

8.1 By using OneAdvanced's AI Technology, Customer acknowledges that:

- 8.1.1 Artificial intelligence and machine learning technologies have known and unknown risks and limitations;
- 8.1.2 Al-related laws, regulations, and industry standards continue to evolve, and Customer is solely responsible for ensuring its use of AI Features complies with all applicable legal, regulatory, and ethical requirements relevant to its industry, jurisdiction, and use

case;

- 8.1.3 it is solely responsible for developing its own internal policies regarding the appropriate use of these technologies and training the Authorised Users.
- 8.1.4 OneAdvanced is not responsible for any inaccuracies, incompleteness, or errors in Al Customer Output;
- 8.1.5 OneAdvanced is not responsible for any biases or limitations of the underlying algorithms or data; and
- 8.1.6 OneAdvanced is not responsible for any AI Customer Output that you may find harmful, offensive, or otherwise unsuitable for its intended use.

8.2 If Customers encounter any AI Customer Output that is harmful, offensive, or not appropriate, Customers should raise a support ticket in order for OneAdvanced to iterate and improve the AI Features.

9. DISCLAIMER. AI CUSTOMER OUTPUTS ARE GENERATED THROUGH MACHINE LEARNING PROCESSES AND ARE NOT TESTED, VERIFIED, ENDORSED OR GUARANTEED TO BE ACCURATE, COMPLETE OR CURRENT BY ONEADVANCED. CUSTOMER AND ITS AUTHORISED USERS SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS. THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE AGREEMENT FOR THE SERVICE APPLY TO ALL ONEADVANCED AI FEATURES.

10. THIRD-PARTY SUPPLIERS Customer agrees to abide by any Third-Party terms and conditions relating to the AI Features.

11. ONEADVANCED RIGHT TO TERMINATE, SUSPEND OR LIMIT ACCESS/USE OneAdvanced may terminate, suspend or otherwise limit Customer's and/or Authorised Users' access to or use of the AI Features without liability if OneAdvanced has reason to believe that Customer's and/or Authorised Users' use of the AI Features violates any of these AI Terms, including but not limited to, any restrictions set forth at clause 2 above.

12. SURVIVAL In addition to those sections noted in the Agreement, the sections in these AI Terms titled "Restrictions on Use of AI Features" "Customer Obligations", "AI Features Development and Improvement," "Intellectual Property", "Infringement by AI Customer Outputs" and "Disclaimer," will survive any termination or expiration of these AI Terms or the Agreement.

13. ORDER OF PRECEDENCE The terms and conditions set out in these AI Terms exclusively govern and control the respective rights and obligations of the Parties regarding AI Features. In the event of any conflict or inconsistency between the provisions of the Agreement and these AI Terms, these AI Terms shall prevail.