Product Specific Terms (PST) Al Assistant



Last Updated: February 9th, 2024

Any use of Al Assistant (as defined in <u>Section 1.1</u> of these PST) by a Customer under an Order shall be subject to these PST which are deemed an integral part of such Order.

Capitalized terms used but not defined in this PST have the meanings given to them in the Agreement.

1. **DEFINITIONS**

1.1. Al Assistant within the meaning of these PST means any SaaS Product and/or functionalities and/or features thereof, Professional Service or other service or part thereof that is provided and/or labeled and/or versioned and/or described in the Product Descriptions, as updated from time 2.3. to time, as a part of the SaaS Product feature group "Al Assistant".

2. PRODUCT-SPECIFIC RIGHTS & OBLIGATIONS

- 2.1. Module Input & Output. Customer may, depending on the applicable SaaS Product and/or functionalities and/or features thereof of AI Assistant, use or utilize AI Assistant either itself or allow Authorized Users or the Al Assistant to enter potential content ("Module Input") for the creation of Module Output (as defined in this 2.4. Section 2.1). Al Assistant may, based on such Module Input and other predetermined factors which, depending on the applicable SaaS Product and/or functionalities and/or features thereof of Al Assistant, may be selectable by Customer within the SaaS Product, create modified or new potential content ("Module Output") for Corporate 3. Location Data and/or other Customer Data or 3.1. content that can be used the SaaS Product(s) through the use of artificial intelligence (AI).
- 2.2. Review & Testing of Module Output. In the event and to the extent that the respective SaaS Product allows Customer to change or edit any Module Output, Customer shall carefully review and, where deemed required, change or edit any Module Output before submitting it to a Publication Partner or using it otherwise. Customer further acknowledges that Module Output may be incorrect or not provide the full content and/or context of the Module Input. Therefore, Customer shall in any event carefully

test the respective AI Assistant before using the Module Output. Customer is exclusively responsible for the content, language and lawfulness of any Module Output and any requirements set forth by applicable Law thereto.

- 2.3. **End User Information.** Customer is aware that it may be required under applicable law to provide mandatory information to third parties on its use of Al Assistant and the utilisation of artificial intelligence in particular and/or obtain consent(s) ("**End User Information**"). Customer is solely responsible for such End User Information. Upon request Uberall will provide Customer with any information reasonably required by Customer for that purpose.
- 2.4. **Disclaimer.** Customer acknowledges that Customer may not own any Intellectual Property Rights or other rights to the Module Output or any other content created through Al Assistant, irrespective of the ownership of the Intellectual Property Rights to the Module Input.

3. MISCELLANEOUS

- B.1. Hierarchy. In any event of a conflict between the provisions of these PST and any part of the Agreement directly referenced in the Order other than the Order itself, these PST shall prevail but only with respect to the respective conflict.
- 3.2. Other PST. In the event and to the extent that the respective SaaS Product and/or functionalities and/or features of AI Assistant is part or provided as part or together with another SaaS Product for the use which any other PST are applicable, such PST shall remain unaffected by these PST. In any event of a conflict between the provisions of these PST and other PST, these PST shall prevail but

- only with respect to use of Al Assistant and the respective conflict.
- 3.3. Changes. Subject to and in compliance with the respective provisions of the Agreement, this PST, either individually or together with other parts of the Agreement, may be updated or amended by Uberall at any time.