

Generative Artificial Intelligence Products Terms of Service

This Generative Artificial Intelligence Products Terms of Service (“Generative AI Products ToS”) governs Customer’s use of Avaamo’s Generative AI Products as defined below. All capitalized terms not defined in this Generative AI Products ToS have the meaning given to them in the Managed Services Agreement and any related order forms that grants Customer rights to access and use the Subscription Service (the “**MSA**”).

1. Generative AI Products. This Generative AI Products ToS applies to Customer’s use of products which the Customer Order form specifies as Generative AI Products (“**Generative AI Products**”).
2. Customer Responsibility. The Generative AI Products will be configured and deployed for specific usecase(s) determined by Customer as stated in the Customer Order and meeting specifications and parameters provided or selected by Customer. Customer will supervise and control the set up and configuration of the Services by developing sample or standard queries and replies to train the Avaamo Generative AI Products prior to deployment for conversations with Customer’s end users and consumers. Customer should rigorously test the output generated by the Generative AI Products to ensure it is valid, relevant and appropriate prior to deployment, and in production. Customer alone is responsible for the Generative AI output presented to its end users using the Service.
3. Generative AI Limitations. Customer is also responsible for its decision to use the Generative AI Products. Generative AI is a relatively new and rapidly evolving technology and may be considered experimental. Customer has the sole responsibility to test, monitor and review output generated by the Generative AI Products during both development and production. Generative AI Products may use Large Language Models that generate predictions based on patterns in data. Output generated by a Large Language Model is probabilistic and should be evaluated for accuracy as appropriate for Customer’s usecase, including by employing human review of such output. Avaamo recommends Customer use Generative AI Products with humans in the loop for appropriate monitoring of output. The Products may generate incorrect output or instructions or reflect biases due to the nature of the prompt entered or how the model was trained.
4. Disclaimer. AVAAMO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE OUTPUT THAT CUSTOMER OR ITS END USERS RECEIVE WHEN USING THE GENERATIVE AI PRODUCTS.
5. Third Party Services. The Generative AI Products incorporate and interoperate with third party services or functionality (as identified in the Customer Order form or relevant documentation for the applicable Generative AI Products, each identified as a “Third party service”). These services will utilize industry-standard privacy and security protections, which may differ from those of the Platform or Service, and Customer Data

may be hosted outside the location specified in the MSA . The relevant terms set forth in the MSA pertaining to Avaamo's security and data protection program will apply, except to the extent Avaamo's Generative AI Products ToS provides different security and data protection terms. Avaamo confirms the following:

- a. Customer Data is not available externally or to any other customers;
 - b. Customer Data is not used to improve any Avaamo models;
 - c. Customer/User Generated prompts are not available to others;
 - d. If the Avaamo Generative AI Products are trained on Customer Data, the trained or refined models will benefit only the Customer and will not be used for any other purpose.
6. Integration. This Generative AI Product ToS shall be considered to be incorporated into and form a part of the MSA, and together they form one contract. In the event of any conflict between this Generative AI Product ToS and the MSA, the Generative AI Product ToS will control with respect to the parties' rights and obligations in using and providing the Generative AI Products.
7. Acceptable Use. Customer must comply with the Acceptable Use Policy of Avaamo attached hereto as **Schedule 1**, and a violation of the Acceptable Use Policy will be a material breach of this Generative AI Product ToS and the MSA.

Generative AI Product Acceptable Use Policy

1. Customer must disclose when end users or consumers are interacting directly with automated systems, such as bots or similar features, unless obvious from context.
2. Customers may not deceive end users or consumers by misrepresenting content generated through automated means as human generated content.
3. Customer is responsible for ensuring that its usecase for the Generative AI Product complies with applicable laws.
4. Customer must not use or permit anyone to use Generative AI Products for the following purposes:
 - a. Engaging in any deceptive or inauthentic behavior for any purpose;
 - b. Creating or distributing knowingly deceptive content or impersonating another;
 - c. For any purposes related to child sexual exploitation or Child Sexual Abuse Material (CSAM);
 - d. Developing, advertising, marketing, distributing, or selling weapons, weapon accessories, or explosives, as enumerated by the United States Munitions List;
 - e. Targeting, generating, or distributing political campaign materials for external public or semi-public audiences;
 - f. As part of an automated decision-making process with legal or similarly significant effects, unless Customer ensures that the final decision is made by a human being who must take account of other factors beyond the Generative AI Products' recommendations in making the final decision.
 - g. As part of an automated decision-making process for lending even when the final decision is made by a human being.
 - h. Generating individualized advice that in the ordinary course of business would be provided by a licensed professional, such as financial advisors or legal or medical professionals, without the involvement of a licensed professional reviewing the output.
 - i. Generating or providing individualized medical advice, treatment, or diagnosis to a consumer or end user. However, Customer may use a Generative AI Product to otherwise assist a human professional in providing individualized advice (e.g., summarization) provided there must be a qualified person in the loop reviewing the output.
 - j. Explicitly predicting an individual's protected characteristic, including, but not limited to, racial or ethnic origin, and past, current, or future political opinions, religious or philosophical beliefs, trade union membership, age, gender, sex life, sexual orientation, disability, health status, medical condition, financial status, criminal convictions, or likelihood to engage in criminal acts.