



# ARTIFICIAL INTELLIGENCE RIDER

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**Rider to the Brandlive Master  
Subscription Agreement**

BRANDLIVE, INC. · [WWW.BRANDLIVE.COM](http://WWW.BRANDLIVE.COM)

This Artificial Intelligence Rider ("AI Rider") is incorporated into and forms part of the Master Subscription Agreement ("MSA") between Brandlive, Inc. and Customer. In the event of any conflict between this AI Rider and the MSA, this AI Rider shall control solely with respect to the use of Artificial Intelligence.

## 1. Definitions

**Artificial Intelligence ("AI")** means machine learning, large language models, generative AI, computer vision, speech recognition, natural language processing, and similar technologies used in the Services.

**Customer Content** means all videos, audio, images, presentations, transcripts, metadata, prompts, instructions, configuration settings, and other information submitted, uploaded, generated, or stored by Customer in connection with the Services.

**AI Output** means any transcript, summary, chapter, clip, title, description, translation, recommendation, metadata, search result, or other content generated by AI within the Services.

## 2. Authorized Use of AI

Customer acknowledges that AI is an integral component of the Services.

Brandlive may use AI technologies to provide features including, without limitation:

- transcription
- summarization
- translation
- metadata extraction
- chaptering
- clip generation
- scene analysis
- object and text recognition
- semantic search
- recommendations
- content generation
- workflow automation
- other AI-enabled capabilities introduced during the Subscription Term.

## 3. Customer Authorization

Customer authorizes Brandlive to process Customer Content using AI solely for the purpose of providing, maintaining, securing, supporting, and improving the Services in accordance with this Agreement.

## 4. Model Training

Unless Customer expressly provides prior written consent:

- Customer Content will not be used to train, fine-tune, or improve publicly available or shared foundation models.
- Customer Content will not be contributed to public datasets used for AI model development.
- Where Brandlive utilizes third-party AI providers, Brandlive will use commercially reasonable efforts to configure such services so Customer Content is not retained or used to train publicly available models, to the extent such controls are offered by those providers.

Nothing in this section restricts Brandlive from using anonymized and aggregated operational telemetry that does not identify Customer or reveal Customer Content.

## 5. AI Subprocessors

Brandlive may utilize third-party AI providers and cloud services as subprocessors in delivering AI functionality.

Brandlive remains responsible for ensuring such subprocessors are contractually obligated to protect Customer Content in a manner substantially consistent with Brandlive's obligations under the MSA.

Upon reasonable request, Brandlive will identify the categories of AI subprocessors used in delivering the Services.

## 6. Customer Content

Customer retains all right, title, and interest in Customer Content.

Customer grants Brandlive a limited, non-exclusive license to process Customer Content solely as necessary to provide the Services.

Nothing in this Rider transfers ownership of Customer Content to Brandlive.

## 7. Ownership of AI Output

Subject to Customer's compliance with the Agreement and applicable law, Customer owns all AI Output generated specifically for Customer through the Services.

Nothing in this Rider transfers ownership of:

- |                      |                                  |
|----------------------|----------------------------------|
| ■ Brandlive software | ■ machine learning techniques    |
| ■ source code        | ■ platform architecture          |
| ■ algorithms         | ■ trade secrets                  |
| ■ prompts            | ■ improvements                   |
| ■ workflows          | ■ derivative platform technology |
| ■ models             |                                  |

which remain the exclusive property of Brandlive.

## **8. AI Accuracy**

AI Output is generated using probabilistic technologies and may contain inaccuracies, omissions, incorrect interpretations, or incomplete information.

Customer is responsible for reviewing AI Output before relying upon it for legal, financial, regulatory, medical, employment, safety-critical, or other high-impact decisions.

Brandlive does not warrant that AI Output will always be accurate, complete, or suitable for Customer's intended purpose.

## **9. Human Oversight**

Certain AI-generated outputs may be reviewed, edited, approved, or supplemented by Customer users.

Brandlive may also perform limited human review where reasonably necessary for customer support, troubleshooting, security investigations, abuse prevention, or quality assurance, subject to the confidentiality obligations of the MSA.

## **10. Operational Data**

Brandlive may collect and use anonymized and aggregated operational data relating to use of the Services, including system performance, processing times, feature utilization, model performance metrics, reliability statistics, and diagnostic information.

Such operational data:

- will not identify Customer;
- will not disclose Customer Content; and
- may be used to improve platform performance, security, reliability, analytics, capacity planning, and product functionality.

## **11. Transparency**

Upon reasonable request, Brandlive will provide a high-level description of how AI contributes to the functionality of the Services.

Brandlive is not required to disclose confidential or proprietary information, including prompts, source code, algorithms, model architecture, weights, training methods, or other trade secrets.

## **12. AI Model Evolution**

Brandlive may replace, upgrade, or modify AI models, AI providers, or AI techniques used within the Services during the Subscription Term.

Such changes will not materially reduce the confidentiality, security, or ownership protections provided under this Agreement.

### **13. Acceptable Use of AI**

Customer shall not knowingly use AI features within the Services to:

- violate applicable law;
- infringe intellectual property rights;
- generate malicious software;
- impersonate another person in a deceptive manner;
- produce unlawful, fraudulent, or defamatory content; or
- circumvent security or access controls.

### **14. Security**

Customer Content processed through AI remains Confidential Information under the MSA.

The security, privacy, confidentiality, and data protection obligations set forth in the MSA apply equally to Customer Content processed using AI-enabled functionality.

### **15. Survival**

Sections relating to ownership, confidentiality, restrictions on model training, security, and AI Output survive expiration or termination of the Agreement.