

GENERATIVE AI FUNCTIONALITY ADDENDUM

Chief Terms of Service

This Generative AI Functionality Addendum (“**GenAI Addendum**”) is an integral part of the Agreement and sets forth Intenseye’s terms and conditions associated with any aspects of the Services which utilize generative artificial intelligence services (“**Gen AI Functionality**”) as set forth in the applicable SOW. This GenAI Addendum is only applicable for cases where Customer utilizes the Gen AI Functionality.

1. Use of Generative AI Functionality

If Customer has purchased the Gen AI Functionality in a SOW, then Customer may enable, commence, continue, and/or discontinue use of Intenseye’s Gen AI Functionality at its discretion.

2. Ownership of Inputs and Outputs

- a) All content or data that Customer submits through the Gen AI Functionality (“**Gen AI Inputs**”), along with all resulting content generated through this functionality (“**Gen AI Outputs**”), will be considered Customer Data. Intenseye claims no ownership rights in or to such Gen AI Outputs. Intenseye shall not use Gen AI Inputs and Outputs to train its AI models.
- b) Some features within the Gen AI Functionality rely on third-party services, including third party large language models which provide the Gen AI Functionality. By using the Gen AI Functionality, Customer consents to the relevant third-party service provider’s use of Gen AI Inputs, Gen AI Outputs, or other Customer Data solely to the extent necessarily to provide, support, and comply with legal requirements related to the Gen AI Functionality. Such use may include third-party service providers’ temporary retention of Gen AI Inputs and Outputs to support their service operations.
- c) Intenseye will not use Gen AI Inputs and Outputs to train or improve any of its artificial intelligence models, and Intenseye will ensure that such Third Party Gen AI Providers contractually agree not to use the data for (i) training or enhancing their AI models, (ii) improving their services generally, or (iii) any purpose outside of providing the Gen AI Functionality, unless otherwise specified in this Addendum.

3. Responsibility for Inputs and Outputs

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE GEN AI FUNCTIONALITY USES GENERATIVE ARTIFICIAL INTELLIGENCE, WHICH RELIES ON THE QUALITY OF THE GEN AI INPUTS AND MAY SOMETIMES PROVIDE INACCURATE INFORMATION OR DATA. ACCORDINGLY, INTENSEYE DOES NOT MAKE ANY WARRANTIES REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF THE GEN AI OUTPUTS. ANY USE OF OR RELIANCE ON THE GEN AI OUTPUTS IS AT CUSTOMER’S SOLE RISK, AND CUSTOMER IS SOLELY RESPONSIBLE FOR (I) ENSURING THE ACCURACY AND QUALITY OF ANY GEN AI INPUTS, (II) VALIDATING THE ACCURACY OF ANY GEN AI OUTPUTS, AND (III) ANY DECISIONS, ACTIONS, OR INACTIONS BASED ON GEN AI OUTPUTS.

This Addendum is effective upon activation of the Gen AI Functionality by the Customer and is governed by the terms of the Agreement.