

ARTIFICIAL INTELLIGENCE TERMS

January 21, 2025

The Artificial Intelligence Terms (“AI Terms”) are entered into between Waffle Video, LLC (“our,” “us,” “we”), and your employer or entity you represent, its Affiliates and Users, and you as an individual (all included in the term “you” and “your”). Each of you and us is a “Party,” and collectively, we are all the “Parties.” AI Terms are effective as of the date of your first access of Waffle Video, LLC’s Services (“Effective Date”).

Definitions

1. “**Agreement**” means any online or negotiated Service Agreement or other documents entered into between the Parties governing your access to Services.
2. “**AI Functionality**” means optional features or applications of Waffle Video, LLC accessed by you based on artificial intelligence, machine learning, or similar technologies.
3. “**AI Provider**” means a third-party that we engage to provide AI Functionality in whole or in part.
4. “**Input**” means any information provided by you as Uploaded Data.
5. “**Output**” means results generated and returned by AI Functionality based on Input.

Scope

1. AI Functionality may be developed by us and/or in partnership with third-party providers. We may at any time introduce AI Functionality to Services. The AI Terms shall govern your access to any AI Functionality and supplement any Agreement that has been entered into between the Parties. The AI Terms are not required to be signed to be binding.
2. The AI Terms apply to AI Functionality provided within the Services and not to any artificial intelligence, machine learning, or similar technologies provided by any other

third-party services. We and our licensors exclusively own all right, title, and interest in and to AI Functionality, including all associated Intellectual Property Rights.

3. You may provide Input and receive Output from Services. You warrant you have obtained all necessary rights, approvals, and consents to provide your Input to us. You acknowledge and agree that we may process, store, and otherwise use Input and Output to further develop, enhance, and improve Services and AI Functionality.
4. You shall advise us and third-party providers if Personal Data is processed for the purpose of providing AI Functionality and Output in accordance with our Privacy Policy and other data privacy terms. We do not use, nor permit our third-party providers of AI Functionality to use Your Data/Customer Data to train or improve foundation or large language models, or for any other purpose than to provide AI Functionality.

Restrictions

1. You warrant you will not (i) use AI Functionality to create, train, or improve (directly or indirectly) ANY foundation or large language model or other generative artificial intelligence service; or (ii) reverse engineer, extract, or discover the AI Functionality's data, safety, models, algorithms, safety, or operation.
2. You shall not use AI Functionality or Output to: (i) mislead any person that Output generated from AI Functionality was solely human-generated; (ii) make automated decisions that may become detrimental to individual rights if done without appropriate human supervision; or (iii) deploy AI Functionality or Output in a manner that violates any technical documentation, usage guidelines, or parameters; or infringes, violates, or misappropriates any Waffle Video, LLC rights or the rights of any third-party.
3. You shall not pursue or maintain any claim against us or any third-party arising from or related to any Output generated by AI Functionality.

Use and Functionality Disclaimers

1. You acknowledge and agree that AI Functionality may generate the same, or similar, Output for Waffle Video, LLC or other customers, Users or third-party end users.
2. AI Functionality may generate Output that may be deemed unreliable, insecure, inaccurate. Waffle Video, LLC is not responsible for any act, inaction, inclusion, or omission of any AI Provider or the availability, accuracy, products, or services of any AI Provider.
3. You acknowledge and agree: (i) you will evaluate all Output before relying on or using Output; (ii) you are responsible for ensuring that its use of any Output does not infringe, violate, or misappropriate any Intellectual Property Rights of any third-party; (iii) AI Functionality is not designed for nor intended to be used for meeting compliance with applicable laws or regulatory obligations; and (iv) use of AI Functionality by you will comply with all applicable laws and regulations, including those governing the use of generative artificial intelligence.
4. You acknowledge and agree you are not required to use, access, test, or evaluate any of the AI Functionality, but if you do, you do so at your own discretion and risk. These AI Terms and your rights and access to AI Functionality are limited and may be terminated by us at any time for any reason, or no reason, in our sole, unreviewable discretion.

Modifications

In our sole and absolute discretion, we may modify or update the AI Terms from by posting a revised version on our website. The revised version will become effective on the day it is published, and in all cases will supersede the prior version. Your continued use of AI Functionality after any such change constitutes continued acceptance of any modifications to these AI Terms.

Termination and Survival

The AI Terms automatically expire upon the expiration or termination of the Agreement. The Parties may terminate the AI Terms as provided in the Agreement. The rights and

obligations of AI Terms, which by their nature are intended to survive termination or expiration of these AI Terms, will survive.

Other Terms

Capitalized terms included in but not defined in the AI Terms have the meaning as the Agreement or data privacy terms, as applicable. Except as provided in the AI Terms, the confidentiality, warranty, and limitation of liability obligations of any and all Parties under the Agreement extend to the AI Terms. If there is a conflict between the Agreement and/or Privacy terms and the AI Terms, these AI Terms shall solely control and govern access and use of AI Functionality.