PRODUCT SPECIFIC TERMS OF SERVICE

Last Updated: October 2023

These product specific Terms of Service ("**Product Terms**") supplement and are incorporated by reference into the existing Terms and Conditions or Master Enterprise Subscription Agreement, as the case may be (the "**Agreement**") between Customer and Loopio Inc. or Loopio UK Ltd., as the case may be (in either case, "**Loopio**"), as of the date the features described herein are activated or first used by Customer, whichever is later (the "**Effective Date**").

These Product Terms apply to the extent that Customer uses or accesses any of the products, services, or features described below. We may periodically update these Product Terms by posting a revised copy at https://loopio.com/legal/product-terms. The revised version will become effective and binding on the next business day after it is posted by Loopio. Loopio will provide Customer with notice of the revision by email or in-app notification. Customer's continued use of or access to the products, services or features governed by the Product Terms after the date the updated Product Terms become binding and effective will constitute Customer's acceptance of those terms. If Customer objects to the revisions, notice must be provided to Loopio at legal@loopio.com within thirty (30) days after the revised Product Terms become binding and effective. If Customer provides such notice, then Customer's subscription will continue to be governed by the Product Terms in place prior to modification until Customer's next renewal date, after which the revised version shall govern.

Any capitalized terms used but not defined below have the meanings set out in the Agreement.

1. **GENERATIVE AI TERMS**

    1.1. **Generative AI Functions** Loopio has developed and implemented certain features and functionality within the Loopio Solution that make use of generative artificial intelligence, or other similar technology capable of generating text or other media (the "**GenAI Functions**"). Customer agrees to use the GenAI Functions at its own discretion in accordance with these terms (the "**GenAI Terms**").

    1.2. **Provision of Loopio's GenAI Functions**. Subject to the terms and conditions herein, including compliance with the policies and terms of use set forth below, Loopio will use commercially reasonable efforts to make the GenAI Functions available to the Customer pursuant to these Terms, and hereby grants Customer a non-exclusive, revocable right to access and use the GenAI Functions in connection with the Loopio Solution. Customer may opt into or out of accessing or using the GenAI Functions at any time.

    1.3. **GenAI Functions Ownership**. As between the parties, Loopio or its third-party licensor exclusively owns all right, title, and interest in and to the GenAI Functions. Except for the express rights granted hereunder, Loopio and its third-party licensors reserve all rights, title, and interests in and to the GenAI Functions. GenAI Functions shall be Loopio Property, as defined under the Agreement.

    1.4. **Input/Output Ownership.** Customer may provide or input Content, including but not limited to information, text, data or other materials, into or for use with the GenAI Functions ("**Input**") and receive output generated and returned by the GenAI Functions ("**Output**", and together with Input, "**GenAI Content**"). For the purposes of these Terms, the definition of "**Content"** under the Agreement shall include GenAI Content, including Input and Output.

    As between the third-party licensor, Loopio and Customer, and to the extent permitted by law, Customer shall own all GenAI Content; however, Customer understands and acknowledges that the GenAI Functions may produce similar responses to similar prompts by other Loopio customers and/or third parties using similar generative AI functionality and Customer's rights in the content of such responses may not be enforceable. Loopio will

only use Customer's GenAI Content as necessary to provide the Loopio Services and the third-party licensor will only use your GenAI Content to provide and maintain the GenAI Functions, comply with applicable law, and enforce OpenAI policies relating to safety and compliance, in accordance with its usage policies and published documentation.

1.5. **License Restrictions**. Customer is responsible for evaluating and ensuring the accuracy of any Output as appropriate for its use case, including by using human review of the Output. Where appropriate, Customer shall identify Output as having been generated using AI. Customer will not use the GenAI Functions in a manner that infringes or misappropriates any third party's valid intellectual property right and Customer is responsible for any third-party claims regarding Customer's use of the GenAI Functions contrary to applicable laws and third party terms, including but not limited to intellectual property and data protection laws.

1.6. **Third Party Usage Policies**. The GenAI Functions are powered by technology provided by the third party listed below. The rights granted herein are also subject to the restrictions set out in the usage policies maintained by such third party. Customer agrees that it will comply with and not violate or allow any other party to violate such policies:

Third Party Provider	Usage Policies
OpenAI, LLC	https://openai.com/policies/usage-policies

1.7. **LIMITATIONS.** CUSTOMER ACKNOWLEDGES AND AGREES THAT DUE TO THE NATURE OF THE GenAI FUNCTIONS, OUTPUT MAY NOT BE ACCURATE OR RELIABLE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DECISION OR ACTION THAT THE CUSTOMER MAY TAKE WITH RESPECT TO THE GENERATION, REVIEW, APPROVAL, AND USE OF ANY GenAI CONTENT (INCLUDING ANY PUBLICATION OR DISTRIBUTION THEREOF). LOOPIO ACCEPTS NO LIABILITY OR RESPONSIBILITY FOR ANY CONSEQUENCES ARISING THEREFROM (INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR INFRINGEMENT, ROYALTIES, PLAGIARISM, OR OTHERWISE), AND LOOPIO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES ARISING FROM SUCH USE, EVEN IF LOOPIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.8. **DISCLAIMER**. THE GENAI FUNCTIONS ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. LOOPIO HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE GENAI FUNCTIONS. WITHOUT LIMITING THE FOREGOING, LOOPIO DOES NOT WARRANT THAT THE GENAI FUNCTIONS WILL BE ERROR-FREE, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

1.9. **Termination and Suspension**. Customer may disable its use of the GenAI Functions at any time by contacting their Customer Success Manager. Loopio may disable, terminate or suspend Customer's use of the GenAI Functions in the event Customer commits any material breach of any provision of these Terms (including the third-party safety and usage policies) and fails to remedy that breach (if capable of remedy) within five (5) business days after written notice of breach.

2. **GENERAL.** The Agreement and these Product Terms shall constitute the entire agreement between the Parties regarding the use of the products and features described herein and supersede all proposals and prior discussions and writings between the parties with respect thereto. These Product Terms and the use of the products and features described herein shall be governed by the same laws governing the Agreement. Titles and headings of sections of these Product Terms are for convenience only and shall not affect the construction of any provision. In the event of a conflict or inconsistency between the Agreement and these Product Terms and any other agreement between the parties, the parties agree that these Product Terms shall govern with respect to Customer's use of the products and features described herein.

IN WITNESS WHEREOF, THE PARTIES HEREBY EXECUTE THESE TERMS AS OF THE EFFECTIVE DATE BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES.

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

LOOPIO INC.

Signature:
DocuSigned by:
Neetu Toor
CDE50ABE9220416...

Name: Neetu Toor

Title: General Counsel

Date: 10/11/2023 | 2:30 PM EDT

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APPROVED
Loopio
LEGAL