

THIS AI SUPPLEMENT IS PART OF THE CUSTOMER'S SOFTWARE SUBSCRIPTION AGREEMENT AND APPLIES TO THE APPLICABLE SOFTWARE SERVICE.

Elements

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1. AI FEATURES AND AI OUTPUT

1.1 Definitions. Defined terms used in this AI Supplement are defined in the Order Form, the SUT, the Product Supplement or this AI Supplement. Words denoting the singular include the plural and vice versa. Defined words include their grammatical forms.

1.2 Customer Use. Customer will use AI Features in a responsible and legally compliant manner. Customer will not use AI Features or AI Output to: **(i)** promote or facilitate any illegal activities, unlawful actions; **(ii)** facilitate any fraudulent actions; **(iii)** generate any content that is violent, sexually explicit, demeaning, insulting or hateful; **(iv)** attempt any unauthorized access to a system, property or information; **(v)** distribute malware or spam; **(vi)** track people without consent; **(vii)** contravene regulatory safety practices; **(viii)** generate sexually explicit content; or **(ix)** falsely impersonate any individual, or **(x)** mine cryptocurrency.

1.3 Documentation. Customer will use AI Features in compliance with any Documentation.

1.4 Suspend Access. Optimizely may suspend access to AI Features or AI Output in the event Customer does not comply with this AI Supplement.

1.5 Protective Measures. Customer will not circumvent or bypass any protective measures used by Optimizely or any Third-Parties, including those designed to prevent copyright infringement, security incidents, data extraction or data breaches.

1.6 Restrictions. Customer will not **(i)** use AI Features or AI Output to develop, train, or improve other AI services or AI models, unless explicitly permitted by Optimizely, or **(ii)** use web scraping, web harvesting, or web data extraction methods to extract data from AI Features or AI Output.

1.7 Output. Customer's reliance on the AI Output is at Customer's discretion, notwithstanding any recommendations generated within the AI Output. It is Customer's responsibility to assess the AI Output before using or relying on the AI Output for any purpose. Such assessment may include security scanning, code scanning, as well as human review. Customer will use any review or filtering tools made available by Optimizely.

1.8 Acknowledgment. Customer acknowledges and agrees that **(i)** AI Output may not be eligible for intellectual property protection; **(ii)** similar or identical AI Output may be generated from AI Features from similar inputs or prompts from other users or customers; **(iii)** AI Features are based on emerging concepts and technologies and, given their nature, the AI Features may produce AI Output that is inaccurate, incorrect, biased or otherwise flawed; **(iv)** Customer's rights to AI Output may not be enforceable against other users of AI Features.

1.9 Ownership. Customer's ownership in the AI Output is subject to Optimizely's (and its licensors') Intellectual Property Rights in the Software Service, Optimizely Material and the Documentation, and the data used to train the AI Features ("Pre-Existing Materials"). Customer is granted a license solely to use the Pre-Existing Materials in AI Output to the same extent as Customer is permitted to use the Software Service.

1.10 Indemnities. Optimizely's indemnification obligations to Customer in the SUT apply to the AI Feature, but not to any AI Output.

2. GENERAL PROVISIONS

2.1 Evolving Legal Framework. Customer acknowledges that the legal framework applicable to artificial intelligence is still evolving, as is the interpretation of courts, regulators and authorities. Optimizely may remove, or limit the use of, the AI Features if **(i)** Optimizely (or an applicable licensor of Optimizely) reasonably believes such action is required to address a change in law or a change or clarification of the interpretation of a court or authority in relation to artificial intelligence; or **(ii)** a Third-Party removes or limits Optimizely's right of such third party's AI Technologies.

2.2 Additional Terms. The AI Features may include AI models, technologies or features licensed from third parties that require Optimizely to pass through additional terms. Customer will comply with such terms as made available by Optimizely within the AI Feature itself, Documentation or otherwise by Optimizely, and as updated from time to time. If Optimizely introduces new AI Features, Optimizely may provide additional terms or modify the terms that apply to Customer's use of the new AI Features.

2.3 Future AI Features. Optimizely does not commit to the use of specific AI models in a Software Service even if Customer may be able to choose between different AI models when using the Software Service. Optimizely reserves the right to add, remove, or exchange AI models, in its sole discretion, at any time.

3. GLOSSARY

3.1 Definitions. The following definitions apply to the AI Supplement. Any definitions utilized in any Documentation are illustrative only and are not contractually binding. Words denoting the singular include the plural and vice versa. Defined words include their grammatical forms.

3.1.1 "AI Output" means any content generated by an AI Features as output, based on the data provided to the AI Feature, including Optimizely and Third-Party data used to train the AI Feature, and Customer Data from Customer in its Use of the AI Feature.

3.1.2 "AI Feature" means the artificial intelligence features, technologies, and services provided with Software Service.