

## BEAMERY AI TERMS

These terms shall apply to the Customer's use and Supplier's provision of the AI Services ("AI Terms").

1. **AI Services.** Customer acknowledges and agrees that Supplier may use artificial intelligence technologies to enhance, support and/or deliver all or part of the Services (including but not limited to the creation of work architecture data, skills, job descriptions, hierarchy, and relationships between roles provided by Supplier as part of its Work Architecture Services ("WA Data"). Customer further acknowledges that Supplier may provide Customer with access to features and functionality within the Subscription Services that include or are powered by artificial intelligence technologies ("AI Services"), which may include (without limitation):
  - i) AI Services that use large language models and generative AI functionality ("Generative AI Services"). This may include Users providing prompts, instructions, and Customer Data to the AI Services ("Prompt(s)") and receiving a response/content from the AI Services ("Response(s)").
  - ii) AI Services that Customer can use to autonomously or semi-autonomously complete and repeat actions and/or tasks within the Subscription Services ("Agentic AI Services"). This may include Users using Prompts to instruct the AI Services to complete and repeat actions and/or tasks within the Subscription Services.
2. **Responsible AI.** Supplier will comply with all AI laws applicable to a developer/provider in its development and provision of the AI Services. Supplier will commission an independent third party to conduct an annual bias audit for certain protected characteristics/classes on applicable AI Services. Upon request, Supplier will share the final bias audit report with Customer. Customer acknowledges that such audits are done for illustrative purposes using test data, so Supplier makes no warranty that the results are fit for any particular use by Customer.
3. **Customer's Use of AI.** Customer acknowledges and agrees that it retains ultimate control and responsibility over its use and configuration of the AI Services and any output therefrom, including but not limited to maintaining necessary human oversight and not relying on any output or assertions without independently factchecking them.
4. **Prompts, Responses & WA Data.** Customer shall ensure any Prompts it provides to Supplier will not cause infringement of third-party rights. Supplier shall own the intellectual property rights (if any) in the Responses and WA Data (excluding any Customer Data therein), provided that Supplier shall provide Customer with non-exclusive, nontransferable, non-sublicensable, worldwide, royalty-free license to use the Responses and WA Data in order to use the Services and for its own internal business purposes only. Customer acknowledges that due to the nature of machine learning and the technology powering AI Services the Prompts, Responses, and WA Data may not be unique, the same or similar Prompts, Responses, and WA Data may be provided to Supplier's other customers, and Supplier makes no warranties and provides no indemnities in relation to the Prompts, Responses and WA Data's non-infringement of third-party rights.
5. **Feedback.** Customer may provide feedback regarding any part of the Services, products, business or development plans, or technology roadmaps ("Feedback") and Supplier may collect data from Customer's use of the Services, including but not limited to from reviewing Prompts, Responses, and WA Data logs, and residual knowledge ("Learnings"). Supplier may use such Feedback and Learnings for lawful business purposes, including but not limited to understanding, improving, and developing the Services, artificial intelligence learning, benchmarking, and analytics. However, Supplier will not use or disclose the Feedback or Learnings externally unless it is aggregated or de-identified.
6. **DISCLAIMER.** EXCEPT AS STATED IN THE AGREEMENT, SUPPLIER MAKES NO WARRANTY WITH RESPECT TO THE SERVICES (INCLUDING THE WA DATA AND RESPONSES), AND DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CUSTOMERS' BUSINESS REQUIREMENTS. SUPPLIER DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE, ACCURATE, UNINTERRUPTED, OR CONTINUOUS, OR THAT IT IS COMPATIBLE WITH CUSTOMER'S SYSTEMS (OTHER THAN AS SPECIFIED IN THE DOCUMENTATION). SUPPLIER SHALL HAVE NO LIABILITY FOR ANY LOSS, OR DAMAGE THAT IS CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, DATA, INSTRUCTIONS, OR SCRIPTS PROVIDED TO SUPPLIER BY CUSTOMER, OR ANY ACTIONS TAKEN BY SUPPLIER AT CUSTOMER'S DIRECTION. CUSTOMER ACKNOWLEDGES AND AGREES THAT SUPPLIER IS NOT AN AGENT AND THAT SUPPLIER IS NOT CONDUCTING EMPLOYMENT FUNCTIONS ON BEHALF OF CUSTOMER; CUSTOMER SOLELY MAKES THE DECISION ON WHO TO HIRE AND IS SOLELY RESPONSIBLE FOR KEEPING ALL RECORDS IN RELATION TO ITS DECISION-MAKING. SUPPLIER DOES NOT SUPPLANT CUSTOMER'S MANAGEMENT OR OTHER DECISION-MAKING BODIES AND DOES NOT GUARANTEE RESULTS; CUSTOMER REMAINS SOLELY RESPONSIBLE FOR ITS DECISIONS, ACTIONS, USE OF THE SERVICES, INCLUDING (WITHOUT LIMITATION) ANY RECOMMENDATIONS, SUMMARIES AND INSIGHTS MADE BY AI AND ANY EMPLOYMENT OR WORKFORCE DECISIONS.
7. **Conflict.** In the event of any conflict or ambiguity between any provision contained in these AI Terms and any other terms signed between the parties (including but not limited to any master services agreement, exhibit, or TalentGPT addendum), the provision in these Terms shall take precedence in relation to the AI Services.

By executing the below, Customer agrees that these AI Terms are hereby incorporated as an addendum to the master services agreement or other service terms signed between the Customer and Supplier (the "**Agreement**"). "Supplier" means, as applicable, Beamery Inc. or Beamery Ltd. "Customer" means the company identified below.

Customer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_