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 data, skills, job descriptions, hierarchy, and relationships between roles that are provided or generated by Supplier as part of the Services ("JA 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) **Generative AI Services.** Authorized Users may use suggested prompts or provide prompts to the AI Services ("**Prompt(s)**"), and receive a response generated and returned by the AI Services based on material including, but not limited to, the Prompt and/or Customer Data ("**Response(s)**").

    ii) **Agentic AI Services.** Authorized Users may use Prompts to instruct the AI Services to complete actions and/or tasks within the Subscription Services based on material including, but not limited to, the Prompt and/or Customer Data.

2. **Responsible AI.** Supplier implements and maintains policies, procedures, and technical and administrative measures to develop the AI Services in accordance with ethical and responsible AI guidelines, including by developing such AI Services in a manner that promotes human oversight, transparency, accountability, fairness, safety, and security. 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 fact-checking them. 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 made by the AI Services.

4. **Prompts, Responses & JA 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 JA 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 JA 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 JA Data may not be unique, the same or similar Prompts, Responses, and JA 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 JA 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 JA 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. In the event of any conflict or ambiguity between any provision contained in these 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.