

Artificial Intelligence (“AI”) Addendum to Master Terms and Conditions

This AI Addendum (“**Addendum**”) is governed by and between the Master Terms and Conditions and applicable Order Form (together, the “**Agreement**”) between the Dalet party identified on the Order Form (“**Dalet**”), and the Company identified on the Order Form (“**Company**”). Company and Dalet are each referred to as a “Party” and collectively as the “Parties.” By having access to, receiving, and/or using the AI Services (as defined below), Company agrees, without limitation or qualification, to be bound by and to comply with the terms of this Addendum.

In the event of any conflict between this Addendum and the Agreement, the Agreement shall control. Capitalized terms not defined in this Addendum have the same meaning as in the Agreement.

1. Definitions.

- 1.1. “**Agentic AI Services**” means the subset of AI Services in which an AI agent operates autonomously on behalf of Company to perform tasks, make decisions, integrate Third-Party Content, or manipulate Company Content within Company’s instance, with limited or no direct human instruction for individual actions.
- 1.2. “**Agent Action**” means any action taken autonomously by the AI Services, including generating, modifying, deleting, or organizing content, integrating Third-Party Content, executing workflows, or consuming credits, without a specific, contemporaneous human instruction for that individual action.
- 1.3. “**AI**” means an engineered or machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the Inputs how to generate Outputs such as data, content, predictions, or recommendations influencing real or virtual environments, and may make decisions or take action with limited human interaction (and includes, without limitation, machine learning models, deep learning systems, general purpose AI models, predictive AI natural language processing systems, computer vision systems, generative AI systems, agentic AI, and large language models).
- 1.4. “**AI Services**” means the Services offered by Dalet or its Suppliers that leverage AI to enhance, automate, or transform various business processes, including metadata generation, content discovery, and workflow automation, which may include speech-to-text transcription, image recognition, semantic search, logo recognition, the creation of AI-generated tags and classifications for images, audio, and video, and Agentic AI Services as further described in this Addendum.
- 1.5. “**AI Laws**” means federal, state, local, and foreign privacy and security laws, rules, and regulations, governing the use of AI.
- 1.6. “**Credit Allocation**” means the quantity of credits allocated to Company under the applicable Order Form for use of the Agentic AI Services during a specified period.
- 1.7. “**Dalet Policies**” means Dalet’s Acceptable Use Policy and any other policies made available www.dalet.com/legal.
- 1.8. “**Input**” means a prompt or query entered into the AI Services by or for Company. The Input shall be deemed “Work Product” under the Agreement.
- 1.9. “**Output**” means suggestions, recommendations, decisions, predictions, results, information, data, content or other materials generated or produced by the AI Services in response to Input. The Output shall be deemed “Work Product” under the Agreement.

- 1.10. "**Overage**" means any usage of the AI Services by Company that exceeds the Credit Allocation specified in the applicable Order Form.
- 1.11. "**Third-Party Content**" means any content, data, or materials sourced from or created by third parties that the AI Services may ingest, process, reference, or incorporate into Outputs or Company Content.

2. Dalet AI Services.

- 2.1. **Provision of Services.** Dalet and/or its Suppliers shall provide the AI Services to Company pursuant to an Order Form or web acceptance, or as otherwise agreed by the Parties. Company understands that the AI Services include new and developing technology and that the functionality of the AI Services may be modified at any time, provided that Dalet will make commercially reasonable efforts to provide prior notice to Company of any changes to the AI Services that will materially reduce the functionality of the AI Services.
- 2.2. **Authorization.** Company authorizes the Agentic AI Services to create, modify, organize, and delete Company Content and Company Data within Company's instance solely in accordance with the scope and parameters set by Company. If Company enables an Agent Action that involves sending Company Content or Company Data to a third party ("**Third Party Integration**"), such Company Content and Company Data shall be handled in accordance with such third party's terms. By enabling a Third Party Integration, Company is authorizing and instructing Dalet to send its Company Content and Company Data to such third parties. Dalet is not responsible for Company Content or Company Data once it is provided to a third party.
- 2.3. **Usage Fees.** AI Services may be charged based on the Credit Allocation specified in the applicable Order Form. In the event of an Overage, Company acknowledges that it will incur additional Fees for use of the AI Services based on usage calculated by Dalet.
- 2.4. **Limited License.** Subject to the terms and conditions of this Addendum and the Agreement, during the Term specified in the Order Form(s), Dalet grants the Company and its Users, a non-exclusive, non-transferable, revocable, limited license to use the AI Services. Company grants Dalet a non-exclusive, non-transferable, revocable, limited license to use Company Data and Company Content to provide and improve the AI Services for the Company.
- 2.5. **Data Segregation.** All Company Data and Company Content used in AI Services shall remain segregated and shall not be shared with or made accessible to any other Dalet customer or third party except as required to provide the Services and as permitted under this AI Addendum.

3. Company Obligations.

- 3.1. **Restrictions.** Company will not and will not permit Users to use the AI Services or Company Content in a way that violates the rights of any third party, or any applicable laws, regulations, or the Agreement, including Dalet's Policies. Company shall promptly notify Dalet in writing of any Agent Action that Company believes has resulted in a material error, data loss, security incident, or violation of applicable law.
- 3.2. **Company Content.** The Parties acknowledge and agree that all Input and Output will be Company Content. Company represents and warrants that it has all rights, licenses, and permissions needed to provide Input to the AI Services. Company is solely responsible for maintaining adequate backups of Company Content and for configuring appropriate access controls and permissions within its instance. Dalet shall not be liable for any loss or corruption

of Company Content resulting from Agent Actions performed within the scope of Company's configured permissions.

3.3. Human Oversight Controls. Company shall implement policies, procedures, technical safeguards, and access controls designed to monitor, review, and, where necessary, override or reverse Agent Actions within Company's instance. At a minimum, Company shall: (a) designate one or more qualified individuals responsible for overseeing the operation of the AI Services; (b) establish internal policies governing the use of the AI Services by its Users; (c) configure access controls to limit the scope of Agent Actions to those necessary for Company's legitimate business purposes; and (d) periodically review Agent Actions and Outputs for accuracy, appropriateness, and compliance with applicable laws ("**Human Oversight Controls**"). Failure by Company to implement and maintain adequate Human Oversight Controls as required under this Section shall constitute a material breach of this Addendum and shall relieve Dalet of any liability arising from Agent Actions that would have been prevented or mitigated by such controls.

4. Company Content.

4.1. Ownership of Company Content. As between Company and Dalet, and to the extent permitted by applicable law, Company (a) retains ownership rights in Input and (b) own the Output. To the extent that applicable laws do not recognize Company's ownership of the Company Content in accordance with the terms herein, Dalet shall take all steps and fully cooperate with Company to recognize Company's contractual ownership rights as set forth in the Agreement (including this AI Addendum) as if such ownership rights were recognized under applicable law.

4.2. Dalet use of Company Content. Dalet may use Company Content to provide, maintain, develop, and improve the AI Services, comply with applicable law, enforce our Agreement and Dalet Policies, and keep our Services safe.

4.3. Accuracy. Artificial intelligence and machine learning are rapidly evolving fields. Company understands that the AI Services may produce inaccurate, incomplete, or unexpected results, and that Company should use discretion before relying on or using any Outputs. Company acknowledges that it bears sole responsibility for implementing Human Oversight Controls and for reviewing, validating, and approving Agent Actions and Outputs before relying upon them for business, legal, regulatory, or other consequential purposes.

5. Third-Party Content. Company acknowledges that the AI Services may ingest, reference, or incorporate Third-Party Content. Dalet makes no representation or warranty regarding the accuracy, completeness, legality, or non-infringement of any Third-Party Content. Company is solely responsible for ensuring that any Third-Party Content it integrates into Company Content using the AI Services complies with applicable intellectual property laws, data protection laws, AI Laws, and any other relevant regulations. Company shall implement appropriate review procedures to verify the provenance and licensing status of Third-Party Content before relying upon or distributing such content. The indemnification obligations set forth in Section 8 of the Agreement (Indemnification) shall not apply to Infringement Claims arising from Third-Party Content ingested, processed, or incorporated by the AI Services, except to the extent Dalet has expressly warranted the provenance of such content in writing.

6. Dalet Representations and Warranties. Dalet represents, warrants and covenants, as of the effective date and throughout the Term, that:

6.1. any AI Services used in connection with the Services comply with all applicable AI Laws;

- 6.2. it has trained and tested (and will continue to train and test) the AI Services in accordance with applicable or otherwise relevant industry standards and best practices; and
- 6.3. it has implemented (and will continue to implement) meaningful human oversight over all AI Services provided or otherwise used under or in connection with the Services (including, in particular, by measures identified and built, where technically feasible, into the AI Services); provided, however, that with respect to Agentic AI Services, such human oversight shall be implemented at the system design and monitoring level and shall not require Dalet to review or approve individual Agent Actions in real time.

7. Disclaimers and Limitations.

7.1. Dalet does not guarantee that Agent Actions will be error-free, complete, or suitable for Company's particular purposes. The Agentic AI Services are built upon third-party large language model technology. Company acknowledges that the performance, capabilities, and limitations of the Agentic AI Services are dependent in part on such third-party technology, and Dalet shall not be liable for deficiencies, errors, or interruptions attributable to the underlying third-party model, subject to Dalet's obligation to select and maintain reputable third-party providers. Dalet may impose usage limits, rate limits, or other technical constraints on the AI Services as set forth in the Order Form or documentation. Dalet reserves the right to modify such limits upon no less than thirty (30) days' prior written notice to Company.

7.2. Dalet shall not be liable for any loss, damage, or claim arising from Agent Actions taken autonomously by the Agentic AI Services, including errors, unintended Outputs, or decisions made without direct human instruction, except to the extent such loss, damage, or claim is directly caused by a material defect in the Agentic AI Services that Dalet knew or reasonably should have known about and failed to remedy after receiving written notice from Company.

- 8. **Indemnification.** Company shall indemnify, defend, and hold harmless Dalet and its Affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Agent Actions performed in accordance with Company's configurations, instructions, or parameters; (b) Company's failure to implement or maintain adequate Human Oversight Controls as required by this Addendum; and (c) Company's use or distribution of Outputs or Third-Party Content integrated by the AI Services without appropriate review or verification.