

AI Addendum

This AI Addendum including any schedules (the “**AI Addendum**”) is entered into between (1) NewsWhip Media Limited, and its subsidiaries and Affiliates (including but not limited to NewsWhip US, Inc.) with address at NewsWhip Media Limited, Huckletree D2, The Academy, 42 Pearse Street, Dublin 2, D02 YX88, Ireland (collectively “**NewsWhip**”, “**we**” or “**us**”); and (2) the party identified as the Customer including Affiliates and Users (the “**Customer**” or “**You**”) in the relevant Purchase Order Form or Licensing Order Form and Agreement governing the services provided by NewsWhip to the Customer (the “**Customer Agreement**”); and where applicable (3) any recipient of an AI Digest (“**Recipient**” or “**You**”).

By Using (as defined below) the AI Feature and/or an AI Digest, you agree and accept the terms of this AI Addendum.

Collectively, the AI Addendum and any Customer Agreement are referred to in this AI Addendum as the “**Agreement**”. Any reference to the Agreement in the Customer Agreement or any related documents (including any order form, statement of work, data processing agreement and the AI Addendum) includes the AI Addendum. In the event of any conflict or ambiguity between any of the terms of the Agreement relating to the subject matter of the AI Addendum, the provisions of the following documents (in order of precedence) shall prevail: (a) the AI Addendum; (b) the Data Processing Agreement (if any); and (c) the Customer Agreement. Except, and unless as specifically amended in this AI Addendum, the Customer Agreement remains unchanged and in full force and effect.

Capitalized terms used in this AI Addendum, shall have the meaning given to them in the Customer Agreement, unless otherwise defined in this AI Addendum.

1 Definitions

The following definitions apply in this AI Addendum (unless the context requires otherwise):

“**AI**” means artificial intelligence.

“**AI Digest**” means any alert, digest, or report made available to You via email, Slack, Microsoft Teams or otherwise that includes Output.

“**AI Feature**” means any AI-enabled feature(s) made available by NewsWhip, either directly or indirectly, to You, whether in the Services, via an application programming interface, or otherwise.

“**Content**” means Input and Output excluding any Third Party Content.

“**Input**” means any data or content submitted by NewsWhip on behalf of a Customer to the AI Feature.

“**Output**” means any data or content generated by the AI Feature based on Input.

“**Services**” means any service provided by NewsWhip including but not limited to NewsWhip products Spike and Analytics.

“**Third Party Content**” means content owned by third parties which may be accessed through the Services or via a AI Digest. This includes news articles and social media content.

“**User**” means any individual authorised by the Customer to access and use the Services on its behalf.

“Using” or “Use of” means directly or indirectly availing of, accessing, viewing, using, distributing, or displaying, whether manually or by automatic means.

2 Purpose

This AI Addendum applies to (i) the Customer’s Use of the AI Feature and/or AI Digest; and (ii) any Recipient’s Use of an AI Digest or Output. The AI Feature forms part of the Services.

3 Conditions of Use

- a) NewsWhip grants You a non-exclusive right to make Use of the AI Feature and/or AI Digest, in accordance with the Agreement.
- b) You agree to:
 - i. comply with the Agreement and all applicable laws when Using the AI Feature and/or AI Digest;
 - ii. comply with any rate limits and other requirements in NewsWhip’s documentation (as updated from time to time);
 - iii. evaluate the accuracy of any Output as appropriate for its use case, including by using human review of the Output, wherever possible.

4 Termination and suspension of AI Feature

- a) NewsWhip reserves the right to modify, suspend or terminate the Customer’s and its Users right to make Use of the AI Feature immediately, without prior notice and without liability to the Customer, if:
 - i. the Customer materially breaches the Agreement;
 - ii. NewsWhip believes that You have misused the AI Feature and or any AI Digest;
 - iii. NewsWhip believes that the Customer’s Use of the AI Feature poses a risk, or could subject NewsWhip or any third party to liability;
 - iv. NewsWhip begins to charge its customers generally for access to AI Features;
 - v. there are changes in NewsWhip’s relationships with third party technology providers that necessitates NewsWhip taking any of the foregoing action;
 - vi. NewsWhip is required to, or reasonably believes it is required to, in order to comply with any law.
- b) Any modification, suspension or termination of the AI Feature under this section 4 does not entitle the Customer to any reduction, refund or credit of fees. Unless legally prohibited from doing so, we will use reasonable efforts to contact you via email to notify you when taking any of the foregoing actions. We shall not be liable to You, your Users, or any other third party for any such modification, suspension or termination of Use of the AI Feature.

5 Content

- a) Subject to You complying with the Agreement, NewsWhip hereby grants You a worldwide, royalty-free, perpetual and non-exclusive right and licence to access and

use, reproduce, display, distribute, any AI Digest that Customer generates through use of the Services. For the avoidance of doubt, the foregoing license does not provide any licence, copyright or permissions for You to use Third Party Content which may be subject to copyright protection by third parties.

6 Disclaimers

- a) You acknowledge and agree that:
- i. Due to the nature of machine learning, Output may not be unique and the AI Feature may generate the same or similar output for NewsWhip, other users, or a third party;
 - ii. The probabilistic nature of machine learning means that use of AI Features may result in incorrect Output that does not accurately reflect real people, places, or facts;
 - iii. Responses that are requested by and generated for other users are not the Customer's Content;
 - iv. To the maximum extent permitted by law, the AI Feature and Content are provided "as is". NewsWhip and its licensors make no warranties (including warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, quiet enjoyment and any warranties arising out of any course of dealing or trade usage). NewsWhip does not warrant that the AI Feature and Content will be generally available, uninterrupted, accurate or error free.
 - v. Notwithstanding any provision to the contrary in the Agreement, any indemnity provided by NewsWhip under the Agreement relating to non-infringement by the Services of any intellectual property right does not apply to the AI Feature or the Content.
 - vi. If the Customer has an uptime service level agreement for the Services, this uptime service level excludes the AI Feature. So any downtime of the AI Feature alone does not count as downtime for the purposes of that service level agreement.