

## ADDITIONAL TERMS AND CONDITIONS

These additional terms and conditions, including any attachments or other terms referenced herein (together the “**Additional Terms**”) are subject to, and an integral part of and incorporated into the Master Software and Services Agreement (“**MSSA**” and which shall also include the Additional Terms) between SaleSqueeze and the Customer, as defined in the foregoing MSSA applicable to the Software (“**Agreement**”). These Additional Terms apply to Customer’s access and use of any SaleSqueeze AI feature. All capitalized terms not otherwise defined here will have the meaning specified in the Agreement. The Additional Terms may be regularly updated by SaleSqueeze. These Additional Terms becomes effective as of when the Customer starts using Salesqueeze AI or upon their acceptance by a Customer representative, personnel, employee or contractor, when so prompted.

Please read these Additional Terms carefully before using the additional AI service offered within the Software. Customer must agree to these Additional Terms in full to use the AI features integrated.

### 1. Definitions

“**SaleSqueeze AI**” means any tools, features, or functionalities made available to Customer through the Software, including, but not limited to Merlin AI, that uses or integrates artificial intelligence or machine learning technologies, including without limitation, generative models, predictive algorithms, or data-driven automation. Salesqueeze AI may include tools for generating, editing, analyzing, summarizing, or translating content; extracting or classifying information from data; providing recommendations or insights; or otherwise enabling functionality powered by artificial intelligence or machine learning.

“**Input**” means any data, content, materials, instructions, prompts, or other information submitted, uploaded, or otherwise provided by Customer (or on Customer’s behalf) to the SaleSqueeze AI for processing or analysis.

“**Output**” means the data or content (e.g., responses, suggestions, summaries) generated by the SalesSqueeze AI from Customer’s use of the AI features.

### 2. Content – Input and Output

Customer may provide Input to the SaleSqueeze AI and receive Output in response. Input and Output are deemed Customer Data under the Agreement.

Customer is solely responsible for:

- a) the accuracy, legality, and quality of Input;
- b) any reliance on, or use of, Output; and
- c) ensuring that Input and use of the Salesqueeze AI: (i) comply with all Applicable Law; (ii) do not violate these Additional Terms or the Agreement; and (iii) do not infringe, misappropriate, or otherwise violate the rights of SaleSqueeze or any third party.

Customer shall not provide Input, or attempt to generate Output, that includes special categories of personal data (as defined under the GDPR) or other sensitive information restricted by Applicable Law.

### 3. Ownership and License

- 3..1 **License for Salesqueeze AI.** Subject to the terms and conditions of this Agreement, SaleSqueeze grants Customer and its Affiliates, upon access provision and solely during the License Term of the Software, a limited, revocable, non-exclusive, non-sublicensable, non-transferable, worldwide right to access and use the SaleSqueeze AI, solely for their internal business purposes and in accordance with the applicable Documentation. Customer shall use Salesqueeze AI, together with any Input and Output, in compliance with the Agreement and these Additional Terms. Salesqueeze AI is supplemental to the Platform, and Salesqueeze makes no warranty regarding its availability or uptime. Salesqueeze may modify or discontinue Salesqueeze AI or its terms at any time in its sole discretion.
- 3..2 **Ownership.** As between the Parties, Customer retains all rights, title, and interest in and to Output, subject to the limitations set forth in the Agreement. Customer acknowledges that use of Salesqueeze AI features may produce Output that is unexpected, unsuitable, or non-unique, and that other users may generate the same or similar Output. The Output may not be protectable by Intellectual Property Rights.
- 3..3 **License for the Output.** Customer grants SaleSqueeze a non-exclusive, worldwide, royalty-free license (with the right to sublicense) to use, host, store, reproduce, display, modify, copy and process Input and Output to provide, maintain, secure, and improve the SaleSqueeze AI and the Platform.

#### 4. Data Protection

SaleSqueeze processes Customer Data in accordance with the Agreement, Privacy Policy, and any DPA. Chat history may be retained for as long as Customer account is active, unless Customer requests its deletion. The retention of this type of data aims to provide access to past conversations, support, diagnose issues, debug errors, and improve the quality and reliability of SaleSqueeze AI.

#### 5. Third-Party Platforms and Services

SaleSqueeze AI may incorporate models or services provided by third-party providers (collectively, “**Third-Party Providers**”). SaleSqueeze may, in its sole discretion, add, remove, limit, or otherwise modify the Third-Party Providers used in Salesqueeze AI at any time. If Customer elects to use the Salesqueeze AI, Customer must do so in full compliance with all applicable terms, policies, and guidelines issued by any relevant Third-Party Provider (“**Third-Party Policies**”). Third-Party Policies are established and controlled by the applicable Third-Party Provider and not by SaleSqueeze, and Customer is solely responsible for reviewing and complying with them.

#### 6. Disclaimers and limitation of liability for Salesqueeze AI

Customer acknowledges and agrees that its use of Salesqueeze AI, the Outputs and Inputs (together the is at Customer’s sole risk and responsibility. Salesqueeze AI and the Outputs are generated on an “AS IS,” “AS AVAILABLE,” and “WITH ALL FAULTS” basis.

To the maximum extent permitted by law, Salesqueeze disclaims all warranties, guarantees, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including without limitation those regarding merchantability, satisfactory quality, fitness for a particular purpose, availability, accuracy, non-infringement, title, reliability, completeness, security, or the capability of Salesqueeze AI and the Outputs to integrate or interoperate with other products, services, or technologies.



Customer remains solely responsible for its Inputs and for determining whether and how to use any Outputs, provided it may not be done in a manner that may infringe third-party rights or violate applicable laws. Salesqueeze AI and the Outputs are not a substitute for the knowledge, expertise, or services of properly trained professionals, and Customer must independently verify the accuracy and suitability of any Outputs before relying on them.

Notwithstanding anything to the contrary under the MSSA, to the extent permitted by law, Salesqueeze's total aggregate liability for any damages, losses, or causes of action arising from or relating to the Salesqueeze AI shall not exceed USD \$100. The "Damages Exclusions" clause under the MSSA is fully applicable hereunder.