

PRODUCT-SPECIFIC TERMS

These Product-Specific Terms (these “**Product-Specific Terms**”) govern Customer’s use of the Services described herein. By (a) executing or otherwise accepting an Order Form, subscription terms governing use of the applicable Services (the “**Subscription Terms**”), a Statement of Work, or any other agreement that references these Product-Specific Terms or (b) using applicable Services, Customer accepts and agrees to these Product-Specific Terms. Upon acceptance, the applicable Product-Specific Terms are expressly incorporated into the Subscription Terms. If an individual accepts these Product-Specific Terms on behalf of an entity, such individual represents and warrants that they are authorized to bind such entity to these Product-Specific Terms, and such entity shall be deemed the “Customer” hereunder.

Capitalized terms have the meanings given below or, if not defined herein, in the Subscription Terms.

1. **AI Features.** This **Section 1** applies to any Services that constitute or incorporate AI Features.

1.1. **AI Features.** Customer acknowledges that certain of the Services constitute or incorporate AI Features and that such features may involve the processing of Customer Data or other input submitted to or processed via the AI Features (including in the form of prompts or queries) (“**Inputs**”) and the generation of outputs (“**Outputs**”).

1.2. **Limited Use by Pricefx.** Customer acknowledges and agrees that the licenses and authorizations concerning Customer Data granted to Pricefx under the Subscription Terms include the right for Pricefx to process the Customer Data to provide the AI Features to Customer. Pricefx may use Inputs and Outputs to train or otherwise improve the AI Features only if such Inputs and Outputs have been (a) deidentified so that they do not identify Customer or its Authorized Users and (b) aggregated with data across other customers and users. Pricefx may further use Inputs and Outputs without deidentification or aggregation to train or otherwise improve the AI Features where such training or improvement is for the sole benefit of Customer.

1.3. **Third Parties.** Customer acknowledges and agrees that Pricefx may from time to time engage subcontractors and/or sub-processors to provide certain aspects of the AI Features or to perform services required for Customer to receive the benefit of the AI Features. Customer further acknowledges that certain aspects of the AI Features may involve integration, communication, or other interoperation with third-party technologies provided or designated by Customer. Customer hereby consents to Pricefx’s engagement of third parties and agrees to be bound in all cases by the terms imposed by any applicable third party governing Customer’s use of such third party’s technology (“**Third-Party Terms**”). Except as provided under Third-Party Terms, Pricefx shall be responsible for any breach of these Product-Specific Terms by any subcontractor or sub-processor engaged directly by Pricefx to the same extent as if Pricefx itself had so breached.

1.4. **Reservation of Rights.** Without limiting anything set forth in the Subscription Terms, as between the parties: (a) Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data (including Inputs and Outputs), including all intellectual property rights therein or thereto; and (b) Pricefx is and will remain the sole and exclusive owner of all right, title, and interest in and to the AI Features, including all intellectual property rights therein or thereto. Except as expressly set forth in these AI Terms, neither party obtains or otherwise has any right, license, or authorization with respect to the other party’s products, technology, Confidential Information, data, or other property or materials or any intellectual property rights therein or thereto.

1.5. **DISCLAIMER.** OUTPUTS OF THE AI FEATURES ARE GENERATED BY MACHINE LEARNING PROCESSES, INCLUDING (WHERE APPLICABLE) LARGE LANGUAGE MODELS / GENERATIVE ARTIFICIAL INTELLIGENCE, AND ARE NOT TESTED, VERIFIED, ENDORSED, OR GUARANTEED BY PRICEFX TO BE ACCURATE, COMPLETE, OR CURRENT. CUSTOMER AND ITS AUTHORIZED USERS SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR CUSTOMER USES OR APPLICATIONS. THE WARRANTY

DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE SUBSCRIPTION TERMS APPLY TO THE AI FEATURES. PRICEFX ADDITIONALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES ARISING OUT OF CUSTOMER'S USE OF ANY CUSTOMER-PROVIDED OR CUSTOMER-DESIGNATED THIRD-PARTY TECHNOLOGY, AND CUSTOMER AGREES TO SEEK ALL RECOURSE AND REMEDIES ARISING OUT OF THE USE OF SUCH TECHNOLOGY FROM THE PROVIDER THEREOF. FURTHER, PRICEFX'S INDEMNIFICATION OBLIGATIONS (IF ANY) UNDER THE SUBSCRIPTION TERMS OR THESE PRODUCT-SPECIFIC TERMS SHALL NOT APPLY TO THE EXTENT THAT THE APPLICABLE CLAIM ARISES FROM ANY INPUTS OR OUTPUTS.

1.6. Definitions.

"AI Features" has the meaning given in the Subscription Terms. If "AI Features" is not defined in the Subscription Terms, **"AI Features"** means large language models, generative artificial intelligence, or other machine learning or artificial intelligence technologies.

2. Pricefx Plasma. This Section 2 applies to the Subscription Services offered under the name "PricefxPlasma" or any successor branding.

2.1. Scope of License. Customer acknowledges and agrees that the licenses and authorizations concerning Customer Data granted to Pricefx under the Subscription Terms include all activities necessary for Pricefx to provide such capability to Customer and Pricefx's other customers which have subscribed to such capability.

2.2. Aggregated and Anonymized Customer Data. Customer acknowledges that use of PricefxPlasma is on a "give to get" basis and that Customer's Data will be incorporated into PricefxPlasma data sets accordingly. Such incorporation shall occur only after Customer Data has been aggregated and anonymized such that other users of PricefxPlasma shall not be able to identify Customer Data as the source or provenance of any data, analytics, or other output thereof.

3. Onboarding and Adoption. This Section 3 applies to Onboarding and Adoption Services.

3.1. Incorporation by Reference. The Onboarding and Adoption Programs described in the applicable Order Form or Statement of Work are subject to the terms set out in the applicable Statement of Work. .

3.2. Definitions.

"Onboarding and Adoption Programs" means the training and education-related services provided by or on behalf of Pricefx as described at <https://knowledge.pricefx.com/space/GS/6860537872/Pricefx+Training+2026>.