

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 and External AI Connections. This Section 1 applies to any Services that constitute or incorporate AI Features and/or External AI Connections.

1.1. AI Features. Customer acknowledges that certain of the Services constitute, incorporate, or rely upon AI Features and that such features may involve the processing of Customer Data and/or the submission and processing of Inputs and generation of Outputs.

1.2. Use of Customer Data (General). 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.

1.3. Use of Customer Data (Training). Pricefx will not use Customer Data or any Inputs or Outputs to train or otherwise improve the AI Features except where such training or improvement is for the sole benefit of Customer. Pricefx will not make Customer Data, Inputs, or Outputs available to any third party for the purposes of such third party’s training or improvement of its models. Pricefx may create training data sets based on anonymized, aggregated Inputs and Outputs for training or otherwise improving the AI Features (but, for clarity, not any underlying large language models or other third-party technologies) but in all cases may only do so where such data sets do not enable the identification of Customer as the source of any data therein and are not made available to other customers and users.

1.4. Third-Party Providers. Customer consents to Pricefx’s engagement of 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. Except as provided under applicable 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 breached.

1.5. External AI Connections. Customer’s use of the Subscription Services may involve the use of External AI Connections. Once Customer Data or Inputs are transmitted to an External AI Connection, such data and any resulting processing, security, retention, and handling thereof (including any of the foregoing occurring within the Subscription Services at the direction of the applicable third-party tool) are governed solely by the Third-Party Terms of the provider of the applicable External AI Connection and not by the terms of the Subscription Terms, these Product-Specific Terms, the Security Addendum, or any other agreement between Pricefx and Customer. PRICEFX SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES ARISING OUT OF THE PROCESSING OF CUSTOMER DATA OR INPUTS AND CREATION OF OUTPUTS BY, EXTERNAL AI CONNECTIONS AND ANY ACT OR OMISSION BY CUSTOMER BASED ON SUCH PROCESSING, AND CUSTOMER AGREES TO SEEK ALL RECOURSE AND REMEDIES ARISING OUT OF THE USE OF EXTERNAL AI CONNECTIONS FROM THE PROVIDER(S) THEREOF.

1.6. 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.

1.7. Customer Responsibility

- 1.7.1 Responsible Use. Outputs of the AI Features and the External AI Connections are generated by machine learning processes, including (where applicable) large language models and generative artificial intelligence, and are not tested, verified, endorsed, or guaranteed by Pricefx to be accurate, complete, or current. Customer is responsible for all use of the AI Features and External AI Connections, including (a) independent review and verification of the lawfulness of any inputs into the AI Features or External AI Connections, (b) independent review and verification of all outputs, decisions, and actions from the AI Features and External AI Connections as to accuracy, completeness, lawfulness, and suitability for Customer's uses and applications, and (c) all decisions, actions, inactions, or judgments arising from its use of the AI Features or External Connections.
- 1.7.2 External AI Connections. Customer is solely responsible for evaluating and authorizing any External AI Connection and for any consequences of its use.
- 1.7.3 Legal Compliance. Customer is responsible for ensuring its use of the AI Features and any External AI Connection complies with all applicable laws, regulations, and other legal requirements (including applicable Third-Party Terms).
- 1.7.4 Third-Party Terms. Customer is responsible for complying with all Third-Party Terms.

1.8. **DISCLAIMER. 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 (a) ANY INPUTS OR OUTPUTS OR (B) the acts, omissions, or output of an EXTERNAL AI CONNECTION or any third-party technology accessed via an external ai connection.**

1.9. 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 made available by Pricefx as part of or in connection with the Services.

"External AI Connection" means any third-party artificial intelligence tool, model, agent, or application not provided by Pricefx that Customer or any of its Authorized Users connects to the Subscription Services (whether via Model Context Protocol or any similar protocol, API, or other integration mechanism) to access,

process, analyze, review, submit, or exchange data with the Subscription Services or to take actions within the Subscription Services on Customer's behalf.

"Input" means any input, including natural language statement, text, audiovisual, or other material, that Customer or an Authorized User submits to or processes through the AI Features.

"Output" means any output, including natural language statement, text, audiovisual, or other material, that is generated and returned to Customer or an Authorized User by the AI Features based on Input.

"Third-Party Terms" means any terms, conditions, or policies imposed by a third party as a result of Customer's use of technology made available by such third party, whether as part of the AI Features or via an External AI Connection.

2. Onboarding and Adoption. This Section 2 applies to Onboarding and Adoption Services.

2.1. 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.

2.2. 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>.