



ZIP AI SUPPLEMENTAL TERMS

If Customer subscribes to any solution and/or product that incorporates any AI Technology (as defined below) the following supplemental terms shall apply:

1. AI TECHNOLOGY.

The Platform may provide Customer with access to large language models (LLMs) and other machine learning or artificial intelligence features (“**AI Technology**”). Customer may submit Customer Data to the AI Technology (“**Inputs**”) and receive outputs from the AI Technology (“**Outputs**”). Inputs and Outputs are both considered Customer Data.

2. RESTRICTIONS ON USE OF AI TECHNOLOGY.

Customer will not and will not permit anyone else to use the AI Technology or any Output to infringe any third-party rights; use the AI Technology for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws; or use the AI Technology for purposes or with effects that are discriminatory, harassing, harmful, or unethical.

3. CUSTOMER OWNERSHIP AND LICENSE; NO MODEL TRAINING ON CUSTOMER DATA.

As between Customer and Zip, and to the extent permitted by applicable law, Customer retains all ownership rights in Input and Customer owns all Output, and Zip hereby assigns to Customer all of Zip’s right, title, and interest, if any, in and to Output. By using the Platform, Customer grants to Zip a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, transmit, display and distribute Customer Data, including Inputs and Outputs, for the purpose of providing and improving the Platform. NOTWITHSTANDING THE FOREGOING, UNLESS CUSTOMER CONSENTS, ZIP DOES NOT USE CUSTOMER DATA, INCLUDING INPUTS AND OUTPUTS, TO TRAIN ITS AI MODELS, AND ZIP THIRD-PARTY SERVICES INCLUDING LLM PROVIDERS ARE PROHIBITED FROM USING CUSTOMER DATA, INCLUDING INPUTS AND OUTPUTS, TO TRAIN THEIR MODELS.

4. DE-IDENTIFIED DATA

Subject to Zip’s confidentiality obligations under this Agreement, Zip will have the right to use De-Identified Data to enhance the quality and functionality of the Platform. Zip commits to employing industry-standard measures to ensure that De-Identified Data cannot be used to re-identify Customer, Authorized User, or an individual (as applicable). For the avoidance of doubt, De-Identified Data is not Customer Data or Customer Confidential Information. “**De-Identified Data**” means Customer Data that Zip has de-identified and/or aggregated, using standard industry practices such as masking to avoid identifying or associating Customer or a specific Authorized User, company, and/or Confidential Information.

5. WARRANTY AND DISCLAIMER

ZIP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY OUTPUTS. CUSTOMER SHOULD NOT RELY ON ANY OUTPUTS WITHOUT INDEPENDENTLY CONFIRMING THEIR ACCURACY. OUTPUTS MAY CONTAIN MATERIAL INACCURACIES EVEN IF THEY APPEAR ACCURATE BECAUSE OF THEIR LEVEL OF DETAIL OR SPECIFICITY. THE PLATFORM AND ANY OUTPUTS MAY NOT REFLECT CORRECT, CURRENT OR COMPLETE INFORMATION. ADDITIONALLY, DUE TO THE NATURE OF GENERATIVE AI MODELS, OUTPUTS MAY NOT BE UNIQUE, AND OUTPUTS THAT THE SERVICE GENERATES BASED ON MATERIALS SUBMITTED BY THIRD PARTIES (“**THIRD-PARTY OUTPUTS**”) MAY BE SIMILAR OR IDENTICAL TO OUTPUTS THAT THE PLATFORM GENERATES BASED ON INPUTS. CUSTOMER ACKNOWLEDGES THAT THIRD-PARTY OUTPUTS ARE NOT CUSTOMER OUTPUTS AND THAT CUSTOMER HAS NO RIGHT, TITLE, OR INTEREST IN OR TO ANY THIRD-PARTY OUTPUTS.