

Artificial Intelligence Features, Tools and Products User Agreement (“InfuseCX AI Agreement”)

InfuseCX offers features, tools or products as part of our Subscription Services governed by our End User License Agreement (“InfuseCX EULA”) that are powered by artificial intelligence, machine learning, or similar technologies provided by a third-party (collectively, "AI Products"). The terms in this InfuseCX AI Agreement govern your use of the AI Products within the Subscription Services. The terms here do not apply to the independent use of any Third-Party Products or Third-Party Sites that are powered by artificial intelligence, machine learning, or similar technologies outside of the Subscription Services.

1. Input and Output

- 1.1. You and all your authorized users are responsible for any text, images, or other content you upload or submit to the AI Products (“Input”) as well as the text, images, or other content generated by the AI Products based on your Input (“Output”).
- 1.2. You will ensure that your use of the AI Products, including Input and Output, complies with our InfuseCX EULA and applicable law.
- 1.3. You hereby acknowledge for you and all your authorized users:
 - 1.3.1. Input will not be treated as Confidential Information, therefore, you should not include any data or information in your Input that you’re restricted from using or sharing (for example, third-party confidential information);
 - 1.3.2. Output will not be Confidential Information to the extent that it was generated by the AI Products, however for purposes of its usage by InfuseCX to provide the Subscription Services such as within the application, data storage, and access by InfuseCX platform management employees the Output will be treated as Client Confidential.
 - 1.3.3. As with any third-party AI system, the Output may not be completely accurate or without factual errors. You should independently review all Output before using or sharing it in commercial applications for errors, omissions and/or the use of previously copyrighted content.
- 1.4. InfuseCX, LLC provides these AI Products taking commercially reasonable precautions to avoid errors, omissions and/or the use of previously copyrighted materials, but is not responsible for compliance or accuracy in either the Input or Output.

2. Ownership and Rights

- 2.1. Between you and InfuseCX, you retain all rights you may have to use your Output and we retain all ownership in and to the Subscriptions Services including the proprietary incorporation of AI Products, including but not limited to all algorithms or models and aggregated results of the AI Products. This means you can use your Output for any lawful purpose, including commercial purposes such as sale or publication, in accordance with the InfuseCX EULA and terms related to the Subscription Services.
- 2.2. You acknowledge that Output may not be unique across users and that the AI Products may generate the same or similar Output for you or a third party. For example, you may provide Input into an AI Product such as “What color is the grass?” and receive responses such as “The color of the grass is blue.” These responses are not unique to you and you may not claim ownership in them.

3. AI Service Providers

- 3.1. We provide some elements of the AI Products through third-party service providers (“AI Service Providers”).
- 3.2. You acknowledge that your Input and Output, will be shared with and processed by our AI Service Providers, to enable your use of our AI Products, for content moderation, and other business purposes consistent with this Agreement.
- 3.3. You may not use the AI Products in a manner that violates any terms or policy of your selected AI Service Provider.

4. Availability and Modifications

- 4.1. InfuseCX does not guarantee the availability of AI Products in any or all geographical areas.
- 4.2. Notwithstanding anything to the contrary in this InfuseCX AI Agreement, any production downtime impacting the AI Products that results from a failure of a third-party service provider will not be included in our system availability commitment.
- 4.3. Notwithstanding anything to the contrary in our InfuseCX EULA and terms related to the Subscription Services, we may make changes to the AI Products that materially reduce the functionality provided to you during the Subscription Term or change the limits that apply to you at any time in our sole discretion.