LATTICE ARTIFICIAL INTELLIGENCE USE TERMS AND CONSENT FOR DATA PROCESSING

These **Lattice Artificial Intelligence Use Terms and Consent for Data Processing** (the "AI Terms"), which apply to Customer's access and use of any Lattice AI feature (as defined below), form a part of and are incorporated into the Lattice Terms of Service ("TOS"), and specifically but not limited to the Data Processing Addendum ("DPA"), or if applicable such other written or electronic agreement(s) governing Customer's use of the Lattice Service between Customer and Lattice (collectively, the "Agreement"). A capitalized term used but not defined herein has the same meaning as the same or substantially equivalent term in the Agreement.

1. Definitions.

1.1. "Customer Data" includes both Customer Data and Customer Content as defined in the Agreement.

1.2. "Input" means any information, which may include Customer Data, Customer provides to Lattice to be processed through a Lattice AI feature.

1.3. "Lattice AI" as used herein means any of Lattice's or a third party's artificial intelligence or machine learning technology, as applicable, that is (a) capable of (i) generating new content (including by processing existing content) or (ii) suggesting actions, or acting with human approval; (b) made available as part of the Lattice Service; and (c) enabled by Customer within Customer's Lattice account.

1.4. "Output" means responses generated by Lattice AI and presented to the customer through the Lattice Service**.**

2. Customer Data; Inputs; Output. Customer may provide Input to be processed by Lattice AI, and receive Output generated and returned by Lattice AI. Input and Output, except any Output or portion thereof that constitute Company Properties (as defined in the TOS), are Customer Data. Customer represents and warrants that Customer has all rights, licenses, and permissions needed to provide the Input to Lattice AI. Customer will ensure that Input and use of Lattice AI will not violate any applicable laws.

3. Third Party Technology. Lattice may use artificial intelligence or machine learning technology provided by a third party ("Third Party Technology") to provide

some or all of the functionality for any Lattice AI features. By using a Lattice AI feature, Customer permits and instructs Lattice to disclose any Input, as determined by Lattice, in its sole discretion, to a Third Party Technology provider as necessary in order to provide the Lattice AI feature to Customer. Lattice currently uses Third Party Technology provided by:

- **OpenAI** to power the features and functionality of Lattice AI. Customer may not use Lattice AI in a manner that violates any OpenAI policy, including OpenAI's Usage Policies and Sharing and Publication Policy.
- **LangSmith** for Lattice AI feature monitoring and optimization.
- **Hyperdoc, Inc. (Recall.ai)** for meeting transcription services (Lattice Meetings feature only).

In the event Lattice uses other Third Party Technology to power Lattice AI features, Lattice will provide notification to Customer of the use of any such Third Party Technology, and any terms or policies applicable to the use of the same, prior to any Customer Data being disclosed to or processed therethrough. For the avoidance of doubt, Lattice does not permit Third Party Technology providers to use Lattice AI or Customer Data to improve or train any artificial intelligence or machine learning models.

4. Consent; Additional Processing Instructions. Customer and Lattice agree that Lattice and as applicable its Third Party Service providers will process Input as a processor. To the extent Customer Data provided as Input to Lattice AI contains Personal Data (as that term is defined in the DPA), Customer authorizes, instructs, and warrants that it has obtained any necessary consents required for Lattice and its Third Party Technology providers to process the Personal Data for the additional purpose of providing Lattice AI Output and functionality, which includes investigating security incidents, fraudulent activity, detecting and preventing network exploits or abuse, and as necessary to comply with applicable law or regulation. The types and categories of Personal Data processed by Lattice AI vary by feature, but in general will be those types and categories of Personal Data associated with the product(s) of the Lattice Service you are using, as described in the DPA or as otherwise may be disclosed within the Lattice Service prior to the activation of each Lattice AI feature, as well as any Personal Data you disclose to a product of the Lattice Service through any third-party integration you choose to use.

5. Use, Restrictions, and Termination. Only active Lattice Customers in good standing and their Authorized Users are permitted to access and use Lattice AI. Customer's use of Lattice AI is optional. Customer will ensure that its use of any



Lattice AI features is at all times in accordance with the Agreement and the AI Terms. Customer may not use Lattice AI (a) to develop artificial intelligence products, services, features, or technology, or any machine learning models or technology, or any product, feature, or service that is competitive with any service or feature provided or offered by Lattice; (b) to mislead any person or entity that an Output was solely human generated; or (c) in a manner that violates any applicable law, regulation, or third party right. At its sole discretion, Lattice may modify or replace the AI Terms. Customer's continued use of Lattice AI following any changes to the AI Terms, once communicated to Customer in-product, constitutes acceptance of those changes. Lattice may change, suspend, or discontinue Lattice AI at any time. Lattice may also impose limits on certain features or restrict Customer's access to all or part of Lattice AI without notice or liability to Lattice.

6. Risks and Limitations. Artificial intelligence and machine learning technologies, including Lattice AI, use emerging technology that may provide Output that is inaccurate, is offensive, or is not designed or intended to meet Customer's needs, expectations, or legal, regulatory, or compliance obligations. Customer acknowledges that with respect to its use of any Lattice AI feature, Customer is solely responsible for (i) developing its own internal policies on the appropriate use of these technologies and training Administrative Users or other relevant users on these policies, (ii) providing transparency and notices and obtaining all necessary consents required by applicable laws, and (iii) implementing sufficient human oversight for the use of Lattice AI. Due to the nature of artificial intelligence and machine learning technology, Output may not be unique, and a Lattice AI feature may generate the same or similar Output for other customers. Lattice does not guarantee the generation of Output by any Lattice AI feature. By using Lattice AI, Customer acknowledges and agrees that Lattice is not responsible for (a) any inaccuracies or errors in the Output, (b) any biases, lack of fairness, or limitations of the underlying algorithms or data, or (c) any Output that the Customer or its users may find unsafe, harmful or offensive. Customer acknowledges that Lattice AI is an optional feature of the Lattice Service, and that Customer may stop using Lattice AI features at any time.

7. Intellectual Property. As between Lattice and Customer, (a) Lattice owns or properly licenses all right, title, and interest in and to Lattice AI and any resulting usage and statistical data, including all intellectual property and proprietary rights therein, and (b) Customer owns all right, title, and interest in and to its Input, as well as any Output that is unique solely to Customer. Except for those expressly granted herein, no other rights or permissions to Lattice AI are granted to Customer.

8. WARRANTY DISCLAIMER AND INDEMNIFICATION. LATTICE AI IS PROVIDED "AS IS," AND NEITHER PARTY MAKES AND LATTICE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LATTICE DOES NOT WARRANT THAT LATTICE AI WILL BE ERROR-FREE OR UNINTERRUPTED, NOR DOES LATTICE MAKE ANY WARRANTY REGARDING THE RESULTS OBTAINABLE FROM USING LATTICE AI OR THE ACCURACY OR SUITABILITY FOR CUSTOMER'S NEEDS OF ANY INFORMATION, OUTPUT, OR ADVICE OBTAINED THROUGH LATTICE AI. CUSTOMER UNDERSTANDS AND AGREES THAT (a) ANY INFORMATION OR OTHER OUTPUT OBTAINED THROUGH USING LATTICE AI IS AT CUSTOMER'S SOLE RISK, (b) CUSTOMER SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENT FACT-CHECKING, AND (c) CUSTOMER SHOULD NOT RELY ON ANY WORKFLOWS, PROCESSES, OR ADVICE IN OUTPUT WITHOUT INDEPENDENT REVIEW OF THE SAME AND IN RELATION TO SUITABILITY FOR CUSTOMER'S NEEDS. NO SUCH INFORMATION, OUTPUT OR ADVICE OBTAINED BY CUSTOMER FROM LATTICE OR THROUGH LATTICE AI WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. CUSTOMER AGREES THAT LATTICE IS NOT LIABLE FOR ANY CLAIMS ARISING FROM ANY INFORMATION, OUTPUT, OR ADVICE PROVIDED BY LATTICE IN CONNECTION WITH LATTICE AI.

9. Improving Lattice AI. Lattice may use anonymized, aggregated data and feedback collected from Customer to further develop and improve Lattice AI or as otherwise permitted under the Lattice Terms of Service. As stated above, Lattice does not and will not permit Third Party Technology providers to use Customer Data to improve or train their AI models.

10. Acceptance and Authority. By enabling, accessing, or using any Lattice AI feature, Customer agrees to be bound and abide by the AI Terms, and any individual who enables access to a Lattice AI feature on Customer's behalf represents and warrants to Lattice that s/he is duly authorized to accept and agree to the AI Terms on behalf of Customer and that the AI Terms are binding upon Customer in accordance with its terms.

11. Entire Agreement; Modification; Conflicts; Survival. The AI Terms, together with the Lattice Terms of Service (including any Order Form incorporated herein and any exhibits or attachments) constitute the entire agreement of the parties relating to the subject matter hereof and supersede all prior or contemporaneous communications, understandings, and agreements, oral or written, relating to such subject matter. Except for Lattice's exercising its right to unilaterally modify or replace the AI Terms as described above and Customer's acceptance of such



modified or replaced terms through an updated version of the AI Terms presented to Customer in-product, no modification, amendment, or waiver of any provision of the AI Terms shall be permitted. To the extent of any conflict or inconsistency between the AI Terms and the TOS, DPA, or any Order Form or other prior written agreement between the parties, AI-related provisions, if extant, in the TOS shall prevail. The AI Terms will survive the expiration or termination of the Agreement.