DataBee AI Addendum

The terms and conditions set forth in this DataBee AI Addendum (the "**Addendum**") supplement certain terms and conditions set forth elsewhere in the Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Addendum and any other terms and conditions in the Agreement, including any applicable Orders and SOWs, the terms and conditions of this Addendum shall control.

1. **DEFINITIONS**.

The following definitions are hereby added as Definitions to the Agreement, as applicable.

"**Agreement**" means the DataBee – End User Subscription Agreement.

"**AI System**" means Comcast's artificial intelligence or machine learning model, or system that is provided by Comcast in connection with this Agreement.

"**Input**" means any data, text, software, audio, video, images, content, prompts, queries, embeddings, training data, information or other materials that are provided, designated, selected, input, uploaded, or made available to any AI System by or on behalf of Customer or their respective employees, agents, consultants, third-party contractors, vendors, customers, or end users.

"**Output**" means any data, text, software, audio, video, images, content, computational results, predictions, recommendations, decisions, information, or other materials that are generated or derived from use of the AI System**,** including, without limitation, any metadata or other information generated by the AI System based on such materials. For clarity, the term "Output" includes any (a) final output presented or provided by an AI System to an end user, and (b) intermediary output generated by the AI System in the process of creating such final output.

2. **INTELLECTUAL PROPERTY**.

2.1   Comcast IP. Customer acknowledges and agrees that any AI System is developed for the benefit and use of Comcast's customers. Customer shall not, without Comcast's prior express written consent, permit any third party to access, use, disclose, or distribute any AI System. Comcast shall exclusively own all rights, title, and interests including, without limitation, intellectual property rights, in and to the AI System.

2.2   Customer IP.

(a)   Comcast does not and shall not assert any ownership rights in or to any Input or Output. Customer shall exclusively own all rights, title, and interests including, without limitation, intellectual property rights, in and to Input and Output.

(b)   Customer, on behalf of itself and its current and future Affiliates, hereby grants to Comcast a worldwide, royalty-free, transferable, sublicensable (through multiple tiers), non-exclusive license under all such rights (including, without limitation, intellectual property rights) to use such Input and Output for the purpose of providing the Services, including to develop, train, fine-tune, test, and improve its AI System.

3. **REPRESENTATIONS AND WARRANTIES**.

Customer represents and warrants that:

3.1   the Input, shall be free from all contaminants, viruses, worms, trap doors, back doors or other means or functions which could detrimentally interfere with or otherwise adversely affect the use of the

foregoing by Comcast or which will damage or destroy data or other property of Comcast or interfere with or otherwise adversely affect the use of such data or AI Systems by Comcast;

3.2   the Input and the use thereof in accordance with this Agreement, shall not violate applicable law or infringe or misappropriate any patent, trade secret, trademark, copyright, or other intellectual property right or proprietary right (such as moral rights) or otherwise violate any other right of a third party, including, but not limited to, any rights relating to defamation, privacy, publicity, or contract;