General Terms Driven

Last updated: March 2026

Standard terms

1. Introduction and scope

1.1. These general terms and conditions ("**General Terms**") govern the relationship between (a) Driven Tech, a private limited company with registered office at Montignystraat 100, 2018 Antwerpen, Belgium, and registered enterprise number 1006.761.119 ("**Driven**"), and (b) the entity identified as customer in the relevant Quotation ("**Customer**"). Driven and Customer are each referred to as a "**Party**" and together as the "**Parties**".

1.2. "**Quotation**" means any quotation, (online) order form, proposal, or other commercial document issued by Driven that sets out the commercial terms applicable to Customer's purchase, access to, or use of Driven's sales compensation and sales performance management platform, including any related dashboards, interfaces, integrations, APIs, features, modules, and documentation made available by Driven (the "**Platform**"), and that is accepted by Customer or otherwise forms the legal basis on which Driven provides the Platform to Customer. These General Terms apply to each Quotation and form an integral part of it. The Quotation and these General Terms together form the "**Agreement**". In the event of a conflict between the Quotation and these General Terms, the Quotation shall prevail to the extent of the conflict.

1.3. By signing the Quotation and/or accessing the Platform, Customer expressly accepts the Agreement. The Agreement supersedes all prior proposals, negotiations, or communications; and any terms or conditions provided by Customer shall not apply, even if referenced in Customer's documentation or a purchase order.

2. Access to and use of the Platform

2.1. Subject to payment of all fees due under the Agreement and Customer's compliance with the Agreement, Driven grants Customer, from the date the Agreement is signed or any later date specified in the Quotation ("**Activation Date**") and for the term of the Agreement, a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Platform solely for Customer's internal business purposes and in accordance with the Agreement.

2.2. Access to the Platform is limited to the number of users, accounts, seats or other usage entitlements agreed in the applicable Quotation. Each account is personal and may be used by one person only. Customer shall not share account credentials with others, including within its own organization, nor create shared accounts that can be accessed by multiple persons acting through or on its behalf ("**End Users**"). Unless otherwise agreed in writing by Driven, End Users may only be individuals acting within Customer's own organization, including Customer's employees and individual independent contractors engaged by Customer on a fixed and ongoing basis for Customer's internal business activities. Customer shall not attempt to circumvent these restrictions in any way. If Driven determines that these restrictions are being circumvented, Driven may suspend or terminate the relevant account(s) and charge the applicable fees.

2.3. Any increase to the existing subscription requested by Customer, including additional End Users or entitlements, may be requested at any time and is subject to agreement between the Parties. Unless otherwise agreed, such increase shall be charged pro rata for the remainder of the then-current term and paid in advance. Any reduction of the existing subscription, including a reduction of End Users or entitlements, may only take effect at the end of the then-current term, is subject to agreement between the Parties, and must be communicated to Driven at least 30 days before the end of that term, failing which the Agreement shall renew on the then-current conditions. Any credits or similar entitlements included in the subscription are valid only for the agreed period and may not be accumulated or carried over to a subsequent period.

2.4. Insofar as permitted by applicable law, Driven may from time to time modify, update, replace, or discontinue parts of the Platform or its functionalities in order to offer new services and features, improve or adapt existing services, or respond to changes in regulations or commercial needs, provided that such changes do not materially adversely affect the core functionality of the Platform. If Driven intends to make a change that materially adversely affects the core functionality of the Platform, Driven shall give Customer prior notice of such change. In that case, Customer shall have the right to terminate the affected Agreement or Quotation by written notice before the change takes effect, with effect as of the date on which the change becomes effective.

3. Restrictions

3.1. The Platform is intended for professional use only. Customer warrants that it will use the Platform only in its capacity as a professional actor and only for professional (non-consumer) purposes.

3.2. Customer shall not, and shall ensure that its End Users do not: (a) copy, modify, adapt, translate or create derivative works from the Platform or any of Driven's Intellectual Property Rights (as defined in article 7.1) or Confidential Information (as defined in article 9.1), except with Driven's prior written consent; (b) exceed any agreed usage limits, user limits or other entitlement restrictions; (c) sell, resell, sublicense, rent, lease, distribute, transfer or otherwise make the Platform available to any third party, except as expressly permitted under the Agreement; (d) decompile, reverse engineer, disassemble or otherwise attempt to derive the source code, underlying ideas, algorithms, structure or organization of the Platform, except to the extent such restriction is prohibited by applicable law; (e) use the Platform to send spam or other unsolicited communications; (f) interfere with, disrupt or compromise the integrity, security or performance of the Platform or any related systems or networks; (g) gain, or attempt to gain, unauthorized access to the Platform or any related systems or networks, or perform any unauthorized security testing; (h) use the Platform in any manner that infringes any third party's rights or that is unlawful, defamatory or otherwise harmful; (i) use any automated or systematic means, including bots, spiders, scripts or similar tools, to access, search, extract or scrape data from the Platform, except as expressly permitted by Driven; or (j) remove, alter or obscure any copyright notice, trademark, proprietary legend or other rights notice included in or on the Platform.

4. Obligations of Customer

4.1. Customer and End-Users shall keep all access credentials confidential and shall take all reasonable measures to prevent unauthorized access to the Platform. Customer shall notify Driven without undue delay in writing if it knows or reasonably suspects that any account or access credential has been compromised or misused. Driven may rely on any instruction, action or data transmission made through Customer's accounts or access credentials without further verification, and all use of the Platform through such accounts or access credentials shall be at Customer's sole risk and responsibility, whether authorized or not. Customer shall indemnify and hold harmless Driven against any claim, loss, damage or liability arising from any use, misuse or unauthorized use of Customer's accounts or access credentials, except to the extent caused by Driven.

4.2. Customer shall: (a) provide Driven with all information, documentation and cooperation reasonably required for the performance of the Agreement; (b) use the Platform in compliance with applicable law; (c) be responsible for its own network connections and telecommunications links to the Platform; (d) implement appropriate measures to prevent the introduction of viruses, malware or other harmful code into the Platform; (e) remain responsible for making appropriate backups of its Customer Data (as defined in article 8.2); and (f) use the Platform with due care and diligence.

4.3. Customer is responsible for its End Users' compliance with the terms (including use terms) of the Agreement.

5. Services

5.1. Any implementation support, configuration, customization, integration work, consultancy or other services requested by Customer beyond Driven's standard onboarding support and the provision of the Platform constitutes additional services and shall, subject to availability, be performed at Driven's then-current rates.

6. Fees and payment

6.1. Customer shall pay the fees set out in the Quotation, increased with VAT and any other applicable taxes. Unless otherwise stated in the Quotation, invoices are payable within 30 days

from the invoice date. Payment is deemed made when the relevant amount is credited to Driven's bank account. Any invoice not disputed in writing within 14 days of receipt shall be deemed accepted. A dispute relating to part of an invoice does not suspend payment of the undisputed part. All payments are non-refundable, except where mandatory law provides otherwise.

6.2. Customer accepts that Driven will send invoices electronically. Customer is responsible for the proper storage and retention of such invoices and for compliance with all applicable legal requirements in that respect.

6.3. To the extent permitted by applicable law, Customer waives any right of set-off or compensation against amounts due to Driven under the Agreement.

6.4. Any late, incomplete, or non-payment of an undisputed invoice, or of the undisputed part of a partially disputed invoice, shall automatically and without prior notice give rise to late payment interest of 1.5% per started month, and the right for Driven to recover all reasonable collection, legal and enforcement costs to the extent permitted by applicable law. Without prejudice to its other rights and remedies, Driven may also declare all outstanding amounts immediately due and payable.

6.5. Driven may apply annual indexation of its fees with effect from each anniversary of the Activation Date. Where the Agreement is subject to Belgian law and mandatory Belgian indexation rules apply, indexation shall be calculated in accordance with the following formula: $P_1 = P_0 [((I_1/I_0) \times 0.8) + 0.2]$, where P_0 is the original price, P_1 the indexed price, I_0 the Agoria Digital Index on the Activation Date, and I_1 the Agoria Digital Index for the quarter in which the indexation takes place.

6.6. In addition to the indexation provided for above, Driven may adjust its applicable fees at any time. Such adjustments shall only take effect at the time of renewal of the Agreement and shall be communicated to Customer before the deadline for providing notice of non-renewal. In the absence of any timely objection or termination by Customer in accordance with the Agreement, the adjusted fees shall apply as of the renewal.

7. Intellectual Property Rights

7.1. "Intellectual Property Rights" means any rights in intellectual and industrial property, whether existing now or created in the future, in any country or jurisdiction in the world. Such rights include rights whether registered or unregistered, together with all registrations, applications, and rights to apply for registration, all extensions, reversions, revivals, and renewals of such rights, and the right to obtain or enforce them.

7.2. Driven retains all rights (including Intellectual Property Rights), title, and interest in and to the Platform, as well as any provided documentation and advice. Nothing in the Agreement transfers, assigns, or otherwise grants any ownership interest in any such Intellectual Property Rights.

7.3. Customer may provide suggestions, comments or other input to Driven relating to the Platform or any services ("Feedback"). Driven has no obligation to implement any Feedback and may do so at its sole discretion. Customer grants Driven a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable, and sublicensable license to use, reproduce, modify, distribute, exploit, and otherwise use the Feedback for any purpose, including the development, improvement, and commercialization of Driven's products and services.

7.4. Customer grants Driven a worldwide, non-exclusive, fully paid-up, royalty-free license to use its name and logo on Driven's website, in presentations, in customer lists, on social media, at trade fairs, or other events aimed at presenting or promoting Driven's products or services, and in any other media serving the same purpose. Any such use shall be made in good faith in a professional manner, and shall not misrepresent the relationship between Parties or portray Customer in a derogatory or misleading manner.

8. Data and switching

8.1. Driven may log certain activities of Customer and its End Users on the Platform for the purposes of evidence, security, auditing, and the detection and resolution of issues. Customer agrees that such logs may be used by Driven for auditing and evidentiary purposes, and the Parties accept the evidential value of such logs to the extent permitted by applicable law.

8.2. As between Parties, Customer retains all rights, title and interest in and to any data, content and other information submitted, uploaded to, stored on, transmitted through or otherwise made available by or on behalf of Customer through the Platform ("Customer Data"). Customer grants Driven and its affiliates, subcontractors, and service providers a worldwide, non-exclusive, non-transferable and royalty-free right to access, use, host, copy, store, transmit, modify and

otherwise process Customer Data solely to the extent necessary to provide, maintain, support, secure and improve the Platform and related services for Customer.

8.3. Customer is responsible for the upload of Customer Data to the Platform. If Driven assists with such upload, Customer remains solely responsible for ensuring that the Customer Data is complete, accurate and suitable for use, and Driven shall have no liability in that respect. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use the Customer Data, and shall ensure that the Customer Data is lawfully obtained and, where relevant, kept up to date.

8.4. Driven may use aggregated and anonymized data derived from the use of the Platform to operate, maintain, improve, secure and support the Platform and for analytics, benchmarking and other legitimate business purposes, provided that such data does not identify, and cannot reasonably be linked to, Customer or any identifiable individual.

8.5. Customer may switch to an on-premises ICT infrastructure or to another provider of data processing services providing services functionally comparable to the Platform ("Provider Switch") at any time during the term of the applicable Quotation by giving at least 2 months' prior written notice. Such notice shall also constitute notice of termination of the applicable Quotation, with effect upon expiry of the Transitional Period.

8.6. Following notice of a Provider Switch, Driven shall, during a transitional period of up to 30 days ("Transitional Period"), provide reasonable assistance to facilitate the Provider Switch. If completion within that period is not reasonably possible due to technical complexity or feasibility constraints, the Transitional Period may be extended by agreement between Parties, up to a maximum total duration of 7 months. During the Transitional Period, Driven shall: (a) cooperate in good faith with Customer and any replacement provider designated by Customer; (b) continue to provide the Platform substantially in accordance with the Agreement; and (c) where applicable, inform Customer of any known material risks to service continuity relating to the Provider Switch.

8.7. During the Transitional Period and for 30 days thereafter, Customer may request retrieval and export of customer-specific data. Upon such request, Driven shall make such data available to Customer, or to a replacement provider designated by Customer, in a commonly used, machine-readable format that is technically feasible and appropriate. Parties shall consult in good faith on the scope and format of the data to be provided.

8.8. To the extent permitted under Regulation (EU) 2023/2854, services relating to a Provider Switch, including data export and transfer assistance, may be charged at no more than Driven's actual costs, including reasonably required man-hours at Driven's then-current rates and other reasonable, documented expenses. Upon request, Driven shall provide information on the applicable rates and a non-binding estimate of the anticipated costs. No such charges shall apply from January 12, 2027, onwards.

9. Confidentiality

9.1. "Confidential Information" means any information disclosed by or on behalf of one Party (the "Discloser") to the other Party (the "Recipient") in any form that, by its nature or the circumstances of disclosure, should reasonably be understood to be confidential. Confidential Information does not include information that the Recipient can demonstrate: (a) is publicly available without breach of an obligation owed to the Discloser; (b) was lawfully known to the Recipient before disclosure; (c) was independently developed without use of the Confidential Information; or (d) was lawfully received from a third party without breach of an obligation owed to the Discloser.

9.2. As between Parties, all rights in and to the Confidential Information remain with the Discloser. Except for the limited right to use the Confidential Information strictly as necessary for the performance of the Agreement, nothing in the Agreement grants the Recipient any right, title or interest in or to the Confidential Information. The Recipient shall: (a) use the Confidential Information only for the performance of the Agreement; (b) protect it with at least the same degree of care it uses for its own confidential information, and in any event with no less than reasonable care; and (c) not copy, reproduce, reverse engineer, decompile, disassemble or otherwise attempt to derive, reconstruct or extract any Confidential Information, except as strictly necessary to perform the Agreement or as required by applicable law.

9.3. The Recipient may disclose Confidential Information only to its affiliates, personnel, subcontractors and professional advisers with a strict need to know it for the performance of the

Agreement and who are bound by confidentiality obligations at least as protective as those in the Agreement. The Recipient remains responsible for their compliance.

9.4. The Recipient shall, upon the Discloser's written request or upon termination of the Agreement, promptly return or destroy the Confidential Information and all copies, in any form or location, at the Discloser's choice. If the Discloser does not communicate that choice within 5 Business Days (as defined in article 16.1) after termination, the Recipient may choose whether to return or destroy the Confidential Information and shall notify the Discloser accordingly. Backups retained to the extent technically unavoidable may be kept subject to this article for as long as they exist.

9.5. The obligations in this article apply during the term of the Agreement and for 3 years thereafter.

10. Suspension and withdrawal

10.1. Driven may suspend or withdraw access to the Platform, in whole or in part, where it determines that such action is reasonably necessary to: (a) comply with applicable law, court orders, or regulatory guidance; (b) address a material security risk, integrity issue, or system performance degradation; or (c) mitigate harm. Such suspension or withdrawal shall not constitute a breach of the Agreement.

11. Term and termination

11.1. The Agreement enters into force on the Activation Date and remains in effect for the term stated in the Quotation. Unless the Quotation provides otherwise, the subscription renews automatically for successive periods equal to the initial term, unless either Party gives notice of non-renewal before the end of the then-current term, provided that for any term longer than 1 month such notice must be given at least 30 days before the end of the then-current term.

11.2. Either Party may terminate the Agreement by written notice if the other Party commits a material breach of the Agreement and fails to remedy that breach within 30 days after receipt of notice requiring it to do so.

11.3. Either Party may terminate the Agreement with immediate effect by written notice if the other Party becomes subject to bankruptcy, insolvency, liquidation or a similar proceeding, or ceases its business activities.

11.4. Upon termination or expiry of the Agreement for any reason: (a) all amounts due to Driven up to and including the effective date of termination or expiry shall become immediately due and payable; and (b) Customer's right to access and use the Platform shall automatically end. Termination or expiry does not affect any rights or remedies accrued up to that date.

11.5. Any provision of the Agreement which by its nature or wording is intended to survive termination or expiry shall survive, including those relating to payment, Intellectual Property Rights, Customer Data, liability, indemnification, Confidential Information, applicable law, and dispute resolution.

12. Representations and warranties

12.1. Customer represents and warrants that: (a) it shall use the Platform in accordance with the Agreement and applicable law; (b) it shall comply with its obligations under the Agreement; and (c) it has obtained, and shall maintain, all rights, consents, approvals and authorizations necessary to use the Platform and to provide any personal data, Customer Data or other third-party data to Driven as contemplated by the Agreement.

12.2. Driven shall provide the Platform with reasonable skill and care. Except as expressly set out in the Agreement, the Platform is provided on an "as is" basis, and Driven does not warrant that the Platform will be uninterrupted, error-free, free of harmful code, compatible with any other software, system or service, or fit for Customer's particular purposes or requirements. To the maximum extent permitted by applicable law, Driven disclaims all other express, implied and statutory warranties, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement.

12.3. The information, reports, recommendations, suggestions and other data made available through the Platform are provided for informational purposes only and shall not be considered legal, financial, commercial or other professional advice. Customer shall not rely on the Platform as the sole source of information for any specific purpose or decision-making process. Any reliance on such information is made solely and exclusively at Customer's own risk and responsibility.

12.4. Where the Platform offers Customer the ability to obtain services provided by third parties, such services are outside Driven's control and responsibility. By obtaining such services via the

Platform, a direct contractual relationship is established between Customer and the relevant third party. Driven acts solely as a facilitator and accepts no liability for the quality, delivery, performance, or any other aspect of the third party's services or products. Any complaints, claims, or disputes arising from the services between Customer and the third party shall be addressed exclusively between those parties.

13. Liability

13.1. To the fullest extent permitted by applicable law, Driven shall not be liable for any indirect, incidental, consequential, special, punitive or reliance damages, including any hypothetical earnings or opportunity loss, loss of revenue, loss of profits, loss of anticipated savings, loss of business, loss of goodwill, reputational harm, loss or corruption of data or other information, or the cost of procuring substitute goods or services.

13.2. Except in cases of willful misconduct, fraud, death, or personal injury, or to the extent liability cannot be limited under applicable law, Driven's aggregate liability arising out of or in connection with the Agreement shall not exceed 100% of the fees paid by Customer under the Agreement during the 12 months preceding the event giving rise to the claim.

13.3. To the fullest extent permitted by applicable law, Customer may bring claims arising out of or in connection with the Agreement only against Driven and not against any of Driven's directors, employees, subcontractors, agents or other representatives in their personal capacity.

14. Force majeure

14.1. "Force Majeure" means any event or circumstance beyond a Party's reasonable control that prevents, delays or materially impairs the performance of its obligations under the Agreement and could not reasonably have been avoided or overcome. This includes acts of authorities, sanctions, trade restrictions, natural disasters, pandemics, epidemics, public health measures, war, armed conflict, civil unrest, terrorism, riots, strikes or labour disturbances, cyberattacks, network intrusions, failures or disruptions of computers, internet, cloud, hosting or telecommunications systems, and unavailability of essential resources, excluding money.

14.2. Neither Party is liable for any delay or failure to perform its obligations to the extent caused by Force Majeure. The affected Party shall notify the other Party without undue delay and use reasonable efforts to mitigate the effects of the Force Majeure. The affected obligations shall be suspended for the duration of the Force Majeure. If the Force Majeure continues for 3 months or more, either Party may terminate the Agreement with immediate effect by written notice, without liability, except that Customer remains liable for all fees accrued up to the effective date of termination.

15. Indemnification

15.1. Customer shall defend, indemnify, and hold harmless Driven, its affiliates, subcontractors, personnel, and other representatives against any third-party claim, proceeding, loss, damage, liability, cost, or expense arising out of or in connection with: (a) Customer's or any End User's breach of the Agreement or violation of applicable law; (b) any use, misuse or unauthorized use of the Platform by Customer or any End User; and (c) any Customer Data, including its use, misuse, or unauthorized use, and including Driven's processing of Customer Data in accordance with the Agreement, except in each case to the extent caused by Driven's breach of the Agreement or applicable law.

16. Miscellaneous

16.1. Headings are for convenience only. References to "including" or similar words mean including without limitation. References to days mean calendar days unless stated otherwise. "Business Day" means any day other than a Saturday, Sunday or public holiday in Belgium on which banks are generally open for business in Belgium. References to hours mean clock hours and run from the relevant moment; other periods run from the day after the relevant event and include the last day, unless that day is not a Business Day, in which case the period ends on the next Business Day. Monthly and yearly periods end on the day before the corresponding calendar date in the following month or year.

16.2. Notices under the Agreement must be in writing and sent to the other Party's registered address or to an email address stated in the Quotation or generally used for commercial communications.

16.3. Any amendment or modification of the Agreement is valid only if made in writing, excluding email, and signed by duly authorized representatives of both Parties.

16.4. Where the Agreement or any Quotation is signed or amended, it may be executed by handwritten signature or by means of an electronic

signature, being any electronic process attached to or logically associated with the relevant document and used by a Party to sign and indicate its agreement. Such electronic signature shall have the same legal effect as a handwritten signature to the extent permitted by applicable law.

16.5. If any provision of the Agreement is held to be invalid or unenforceable, it shall be limited or severed to the minimum extent necessary, without affecting the validity and enforceability of the remaining provisions. Parties shall replace the affected provision with a valid provision that reflects its original intent as closely as possible.

16.6. Neither Party may assign or transfer the Agreement without the prior written consent of the other Party, except that Driven may assign or transfer the Agreement, without further consent, to an affiliate or in connection with a merger, reorganization, or sale of the relevant part of its business, provided the transferee assumes the obligations under the Agreement.

16.7. Driven may subcontract the performance of its obligations under the Agreement. Driven remains liable for the acts of its subcontractors as for its own, subject always to the liability regime set out in the Agreement.

16.8. Any waiver of a right under the Agreement is valid only if made in writing, excluding email, and signed by an authorized representative of the waiving Party. Any failure or delay in exercising a right does not constitute a waiver.

16.9. The Agreement is governed by Belgian law, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. The courts of Antwerp, Belgium have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement.

AI-specific terms

17. Access to and use of AI Features

17.1. "AI Feature" means any feature or functionality made available as part of the Platform that involves or interacts with an AI system, and that enables the generation, classification, extraction, translation, prediction, or transformation of content, signals, or data.

17.2. "Output" means any content, result, recommendation, prediction, extraction, response, or other output generated by or through an AI Feature, regardless of format or whether it is further processed, edited, stored, or used by Customer.

17.3. If an AI Feature is made available as part of the Platform, Customer may use that AI Feature only as expressly permitted in the Quotation and documentation, and solely for its internal business purposes. Unless the Quotation expressly states otherwise: (a) no license is granted to use any underlying model, component, or architecture used to generate the Output, except to the extent strictly necessary to use the Platform; and (b) Customer is solely responsible for obtaining any additional rights or licenses required to use such underlying model, component or architecture beyond those purposes.

18. AI Feature-specific restrictions

18.1. Customer shall not, and shall ensure that its End Users do not, without Driven's prior written consent: (a) use any AI Feature to make decisions producing legal or similarly significant effects without appropriate human oversight; (b) rely on any Output as factually accurate without independent verification; (c) input into any AI Feature any data or content that is unlawful, infringes third-party rights or that Customer is not lawfully entitled to use; or (d) use any AI Feature in breach of applicable law or any permitted use set out in the documentation.

19. Third-party AI providers

19.1. Customer acknowledges that an AI Feature may incorporate or rely on services, models or infrastructure provided by third-party providers. Where Driven uses such third-party providers in connection with Customer Data, Driven shall use reasonable care in selecting them and shall seek to ensure, where commercially reasonable and appropriate in light of the relevant use case, that their terms contain appropriate restrictions on the use of Customer Data and appropriate confidentiality, data protection and deletion or retention safeguards.

19.2. Driven makes no representation or warranty in respect of any third-party AI system or component, including in relation to its performance, accuracy, reliability, compliance with applicable law or fitness for a particular purpose.

20. High-risk AI Features

20.1. If an AI Feature made available under the Agreement qualifies as a high-risk AI system under Regulation (EU) 2024/1689, Parties shall, where and to the extent required by applicable law, cooperate in good faith to agree on any additional contractual terms reasonably necessary to address

the requirements applicable to that AI Feature. Unless expressly agreed otherwise in writing, any model contractual clauses, guidance or standard terms published by the European Commission, the European AI Office or any other authority shall not apply automatically.

21. Intellectual Property Rights

21.1. As between Parties, and to the extent permitted by applicable law, Customer shall own any rights it may have in Output generated through Customer's use of an AI Feature. Driven does not claim any rights in or to such Output, except to the extent the Output reproduces or incorporates elements of Driven's Intellectual Property Rights. Customer is solely responsible for its use of any Output, including for ensuring that such use complies with applicable law and does not infringe any third-party rights. Driven does not represent or warrant that any Output will be unique, available for protection or enforceable under applicable law.

21.2. Customer is solely responsible for ensuring that it has all necessary rights and authorizations to input any data, content, or prompt into an AI Feature and that such input does not infringe any third-party rights or violate applicable law.

22. Transparency and human oversight

22.1. Customer acknowledges and agrees that the use of any AI Feature may generate Outputs that are inaccurate, incomplete, biased or otherwise unsuitable for use without further human review. Customer is solely responsible for ensuring that any Output is properly evaluated and verified by it before being used in any context where accuracy, reliability, fairness or compliance with applicable law is required. Customer shall ensure that all Outputs are subject to appropriate human oversight before being used in connection with any decision-making process that may produce legal or similarly significant effects.

22.2. Where Driven makes available functionality or documentation describing the capabilities, limitations, training data, or operating parameters of an AI Feature, Customer shall take such information into account when assessing the suitability of the AI Feature or any Output for a particular use case.

23. Suspension and withdrawal

23.1. Driven may suspend or withdraw access to any AI Feature, in whole or in part, where it determines that such action is reasonably necessary to (a) comply with applicable law, court orders or regulatory guidance, (b) address a material security risk, integrity issue or system performance degradation, or (c) prevent misuse or mitigate harm, including where the AI Feature is being used in breach of the Agreement. Where practicable, Driven shall provide Customer with a written notice of any suspension or withdrawal. In urgent cases, Driven may take immediate action and notify Customer as soon as reasonably possible thereafter.