Vizrt AI Acceptable Use Policy

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VIZRT AI ACCEPTABLE USE POLICY

This Vizrt AI Acceptable Use Policy ("**AI AUP**") applies to Customer, Customer's Authorized Users or anyone who uses Vizrt's products that contain or are integrated with Artificial Intelligence ("**AI**"), all of whom are referred to herein as "**users**" for the purposes of this AI AUP. This AI AUP is designed to ensure Vizrt's products are used safely and in accordance with applicable law and contractual commitments, and to inform users of their obligations when deciding to use our AI products.

Vizrt (or "Supplier" as defined in the Agreement) will update this AI AUP as Vizrt's technology and the associated risks evolve. Defined terms used below shall have the meanings set forth in the Definitions below.

1. Scope and application

These acceptable use standards apply to any use of the AI Services and:

a) Customer's Data;
b) AI Output; and
c) any integration, deployment, publication or use of AI Outputs as part of the user's products or services.

Users must follow with this AI AUP when using the AI Services. Vizrt will decide whether any use of the AI Services breaches this AI AUP.

2. General restrictions

The AI Services are intended to support media production, content creation, content enhancement, workflow automation, and related activities. The AI Services are not designed or intended to be used for high-risk decision-making, prohibited AI practices (e.g., see Section 4 below), or other regulated uses that may materially affect an individual's legal rights, employment opportunities, educational opportunities, access to essential services, health, safety, or fundamental rights. Accordingly, users shall not use the AI Services for such purposes and are solely responsible for assessing whether their intended use is subject to additional legal or regulatory requirements.

In addition to the foregoing, users must not use the AI Services or any AI Outputs:

a) in any way that breaches any applicable law or regulation, including AI Laws;
b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
c) to harm or attempt to harm people in any way;
d) to transmit, upload, generate or use any material which does not comply with this AI AUP;
e) to transmit or upload malicious code, malware or other material designed to adversely affect systems or data; or
f) in any way that is not in accordance with the Documentation.

3. Responsibility for AI Outputs

a) Users are solely responsible for assessing the suitability, accuracy, legality and appropriateness of any AI Outputs before relying on, publishing, integrating or using them.
b) Users acknowledge that AI Outputs may be inaccurate, incomplete or misleading and must not be relied upon as professional advice or as a sole

basis for decisions that may affect people, organisations or safety-critical systems.

c) Users must not give the impression that AI Outputs are endorsed, verified or guaranteed by Vizrt or a third party in any way.
d) Users must ensure that a person oversees any AI Outputs, especially when such outputs are used in journalism, media, or editorial publications that may be important to the public, no matter the format.

4. Prohibited AI use cases

Users must not use the AI Services or any AI Outputs:

a) to profile, score, categorise or rank individuals in a manner that is discriminatory, unlawful or unethical;
b) for surveillance, monitoring, biometric identification or behavioural tracking of individuals; or
c) to mislead others as to the nature, origin or reliability of AI Outputs.

5. Content standards

Customer's Data that is input or submitted to the AI Service must:

a) be accurate where it states facts;
b) only contain opinions that are genuinely held; and
c) comply with applicable law.

Customer's Data must not:

a) be defamatory, obscene, offensive, hateful or inflammatory;
b) infringe any intellectual property rights of any third party, including, but not limited to, by reproducing proprietary datasets, confidential materials, software or training data;
c) be likely to deceive, harass, upset, embarrass, alarm or annoy any person;
d) breach any legal duty owed to a third party, including duties of confidence or contractual obligations;
e) impersonate any person or organisation, including by generating AI Outputs falsely represented as originating from a real individual, authority or verified source;
f) promote or assist any unlawful or criminal act; or
g) contain pornographic content.

6. Illegal and harmful content

Users must not use the AI Services or any AI Outputs in connection with illegal or seriously harmful activities, such as:

a) terrorism or extremist activity;
b) child sexual exploitation or abuse;
c) hate offences;
d) harassment, stalking, threats or abuse;
e) controlling or coercive behaviour;
f) intimate image abuse;
g) fraud, financial crime or proceeds-of-crime offences;
h) weapons, drugs or prohibited substances offences;

i) encouraging or assisting suicide or severe self-harm;
j) human trafficking or unlawful immigration; or
k) animal cruelty.

7. Deepfakes and synthetic media

Users must not use the AI Services to create or distribute:

a) unsolicited sexual images, including AI-generated or manipulated intimate images;
b) deceptive, non-consensual or sexually explicit deepfakes;
c) synthetic media intended to cause alarm, distress, humiliation or material harm; or
d) synthetic media intended to maliciously deceive persons in breach of AI Laws.

8. Video and advertising content (where applicable)

Where the AI Services include video generation, graphics generation or processing functionality, additional restrictions may apply regarding advertising, age-restricted material and harmful content. Any advertising content must be clearly identified, lawful and compliant with applicable advertising standards.

9. Transparency obligations

Users are responsible for complying with all applicable AI transparency, disclosure, and labelling requirements arising from its use of the AI Services. Where required by applicable law, including the EU AI Act, users shall provide clear, prominent, and accessible notices informing individuals that they are interacting with an AI system or are being presented with AI-generated or AI-manipulated content. User is solely responsible for determining whether such notices are required and for ensuring that they are provided in an appropriate manner.

10. Enforcement and remedies

If Vizrt reasonably believes that this AI AUP has been breached, it may suspend, limit or terminate access to the AI Services, in whole or in part, without prejudice to any other rights or remedies available to it.

11. Updates

This AI AUP may be updated from time to time to reflect changes in applicable law, regulation, technology or the AI Services. Vizrt may notify users of changes through release notes, updated Documentation, or in writing. Continued use of the AI Services constitutes acceptance of the updated AI AUP.

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Definitions

a) "**Agreement**" means the binding contract between the Supplier and the Customer for the provision and receipt of the Vizrt Software (including AI Services) which may comprise the following documents:
   a. the Order Form;
   b. the Subscription GTCs and or Services GTCs (as applicable);
   c. the Vizrt Support Specification;
   d. the Service Level Agreement;
   e. the AI Addendum and AI AUP;
   f. the Data Processing Terms; and
   g. the Security Controls.

b) "**AI Laws**" means any and all applicable laws that regulate the development, provision and/or deployment of any AI Systems and/or AI Models that are the subject of the Agreement including, where and to the extent applicable, the EU AI Act.

c) "**AI Model**" means a program that has been trained on data using various methods, such as self-supervised, unsupervised or reinforcement learning, and which when integrated with additional software, hardware or other components (such as a user interface) forms part of an AI System.

d) "**AI Output**" means output (such as predictions, content, recommendations, or decisions, and including data, code, text, audio, images, video, files, content, information or other materials) generated by the AI Services based on its processing of Customer's Data.

e) "**AI Service**" means a service Vizrt provides pursuant to the Agreement that integrates, incorporates or otherwise utilises one or more AI System(s) and/or AI Model(s).

f) "**AI System**" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

g) "**Customer's Data"** means the Customer's proprietary data or information submitted to:

   (1) the Vizrt Software and/or an AI Service; and/or

   (2) Vizrt's help and/or ticket desk in connection with Vizrt Support,

   by and/or on behalf of the Customer (including data, code, text, audio, images, video, files, content, information or other materials).

h) "**Documentation**" means all customer-facing user manuals, instructions, guides, model cards, and other specifications and technical materials, and specific AI Service terms and conditions, in any form or media, relating to the AI Service made available or provided to the Customer by Vizrt or on Vizrt's behalf.

i) "**EU AI Act**" means Regulation 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (as amended).