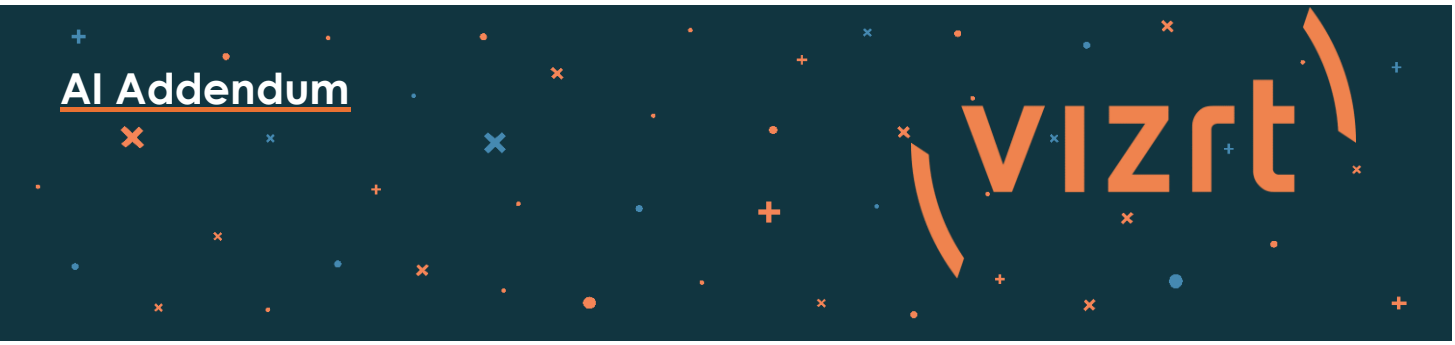
AI Addendum



V.1.0 August 2026

AI Addendum

(Customer as deployer / the Supplier as provider)

This document (the "**AI Addendum**"):

(A) is incorporated into, and forms part of, the Agreement (as defined in the GTCs) between the Customer and the Supplier; and

(B) applies where, and to the extent, the Supplier provides an AI Service.

The Supplier reserves the right to alter the terms of this AI Addendum from time to time.

1. Definitions

1.1. In this AI Addendum, words and/or phrases beginning with a capital letter shall have their respective meanings given below:

AI Acceptable Use Policy	the additional terms and conditions applicable to the Customer's use of AI Services as made available by the Supplier from time to time (*e.g.*, by reference in the Order, via the Trust and Legal Center, in Documentation, or upon request).
AI Issue	any issue affecting the AI Service that has caused, causes, or may cause: (1) a risk to the health or safety, or to fundamental rights, of any persons; (2) the death of a person or serious harm to a person's health; (3) a serious and irreversible disruption of the management or operation of critical infrastructure; (4) the breach of obligations under applicable AI Legislation and/or Applicable Data Protection Law (as defined in the Data Processing Terms) intended to protect fundamental rights; or (5) serious harm to property or the environment.
AI Legislation	any and all Legislation that regulates the development, provision, and/or deployment of any AI Systems and/or AI Models that are the subject of the Agreement and this AI Addendum including, where and to the extent applicable, the EU AI Act.
AI Model	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.
AI Output	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 Service based on its processing of Customer's Data.
AI Service	a service the Supplier provides pursuant to the Agreement that integrates, incorporates or otherwise utilises one or more AI System(s) and/or AI Model(s).

AI System	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.
AI Training Data	any data, code, text, audio, images, video, files, content, information or other materials used by the Supplier or on the Supplier's behalf to train, validate, test or improve an AI Model. For the avoidance of doubt, Customer's Data and AI Outputs may only be used to create AI Training Data as set out in paragraph 8 (THE SUPPLIER'S USE OF CUSTOMER'S DATA AND AI OUTPUTS).
Customer's Data	has the meaning given in the GTCs and comprises the Customer's proprietary data or information submitted to: (1) the Vizrt Software and/or an AI Service; and/or (2) the Supplier'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 and/or other materials.
Customer's Property	has the meaning given in the GTCs and comprises all Intellectual Property Rights in and to the: (1) Customer's Data; (2) Customer's Materials; (3) Customer's System; and (4) AI Outputs.
EU AI Act	Regulation 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (as amended).
General Terms and Conditions or **GTCs**	the "*Services GTCs*" and/or "*Subscription GTCs*", in each case available for viewing and download through the Trust and Legal Center.
Third-Party AI Developer	a Third Party engaged by the Supplier to develop, supply or operate AI Systems used in the AI Service.
Third-Party or **Third Parties**	a company/companies and an organisation/organisations not party to the Agreement.
Third-Party Features	features, services or other content made available by Third Parties to the Customer through or in connection with the Vizrt Services and/or Vizrt Subscription Services.
Trust and Legal Center	https://www.vizrt.com/legal or the successor/replacement site notified to the Customer from time to time.

1.2. Any other words and/or phrases beginning with a capital letter used but not defined in this AI Addendum shall have their respective meanings given in the relevant GTCs.

2. AI Services and Acceptable Use

2.1. Subject to the Agreement and this AI Addendum, the Supplier gives the Customer permission to use, and to permit Authorised Users to use, the AI Services.

2.2. The AI Services have, except where the parties have agreed otherwise in writing, been licensed for use as part of the Vizrt Subscription Services and/or Vizrt Services (as the case may be).

2.3. Certain AI Services may be subject to additional and/or supplemental terms and conditions available through the Trust and Legal Center.

2.4. In all cases, use of the AI Service is subject to the AI Acceptable Use Policy.

3. Third-Party Features

3.1. The Customer may elect (at its sole discretion) to use Third-Party Features.

3.2. The Customer agrees that Third-Party Features are not AI Services and, accordingly, the Supplier is not responsible for them (including providing Vizrt Support of such Third-Party Features).

3.3. The Customer agrees that it is responsible for its use of Third-Party Features and that the Supplier is not liable for:

3.3.1. any material generated from such Third-Party Features; or

3.3.2. any error or security failure of such Third-Party Features that impacts the Customer, the Vizrt Services, or Vizrt Subscription Services.

4. Provision of AI Services

4.1. The Supplier shall:

4.1.1. use AI Systems and AI Models; and

4.1.2. process Customer's Data using AI Systems and AI Models,

in order to provide the Vizrt Services or Vizrt Subscription Services (as the case may be and including (without limitation) Vizrt Support and the AI Services) to the Customer.

4.2. The parties agree that termination and/or suspension of the Agreement in whole or in part with respect to the Customer's order of AI Services shall automatically terminate and/or suspend the Customer's rights under this AI Addendum and terminate and/or suspend the Supplier's obligation to provide the related AI Services.

5. Transparency and Documentation

5.1. The Supplier may:

5.1.1. provide, or make available, to the Customer (upon the Supplier's receipt of the Customer's reasonable request) Documentation related to the Supplier's provision of the AI Service; and

5.1.2. use reasonable endeavours to provide Third-Party AI Developer Documentation (where relevant) related to the AI Service.

5.2. The Supplier may update the Documentation from time to time in line with any developments or modifications to the AI Service during the term of the Agreement.

5.3. Updates to the Documentation shall be notified to the Customer electronically through release notes, publication on the Supplier's publicly available websites, by electronic mail, and/or or through the AI Service itself.

6. Intellectual Property Rights

6.1. The parties agree that the GTCs describe each party's Intellectual Property Rights and:

6.1.1. as between the parties, the Supplier owns all Intellectual Property Rights in:

6.1.1.1. the AI Service;

6.1.1.2. the AI Training Data; and

6.1.1.3. the Documentation; and

6.1.2. subject to paragraph 6.2, nothing in this AI Addendum transfers ownership of a party's Intellectual Property Rights to the other party.

6.2. If and to the extent that any right, title or interest in or to the AI Service and/or the AI Training Data should vest in the Customer by operation of law or otherwise, the Customer hereby assigns any and all such right, title, and interest throughout the world to the Supplier, and waives and agrees not to assert any and all moral rights that may vest in the Customer in relation to the AI Service, the AI Training Data and/or the Documentation.

6.3. Subject to paragraph 8.2, if, and to the extent Customer's Data and/or AI Outputs are included in the AI Training Data then, subject to the Supplier's compliance with paragraphs 7 (THE SUPPLIER'S RESPONSIBILITIES) and 8 (THE SUPPLIER'S USE OF CUSTOMER'S DATA AND AI OUTPUTS), the Customer grants the Supplier a perpetual, worldwide, royalty free, sublicensable (to Third-Party AI Developers) and non-exclusive right and licence to use the Customer's Data and/or AI Outputs incorporated into or forming part of the AI Training Data to the extent necessary for the Supplier to perform its obligations and to exercise its rights under the Agreement (including this AI Addendum).

6.4. Subject to paragraph 6.2, the Customer or its licensors own all right, title and interest in and to the Customer's Property.

6.5. As between the parties, all Intellectual Property Rights in the AI Output shall vest in the Customer upon creation.

7. The Supplier's responsibilities

7.1. The Supplier shall provide the AI Service and any Vizrt Support requested by the Customer in accordance with the Agreement, the Documentation and this AI Addendum.

7.2. The Supplier warrants that:

7.2.1. the AI Training Data used by the Supplier to train, test, validate and improve the AI Service (excluding any AI System and/or AI Model provided by a Third-Party AI Developer) has been and at all times will:

7.2.1.1. be collected and processed in accordance with applicable AI Legislation and Applicable Data Protection Law;

7.2.1.2. be relevant, sufficiently representative, and so far as is reasonably possible, free of errors and complete in view of the intended purpose; and

7.2.1.3. have appropriate statistical qualities so as to avoid any harmful or unlawful bias in AI Output; and

7.2.2. it will not use any Customer's Property (including Customer's Data and AI Output) to train, validate, test or improve the AI Service (including Third-Party AI Systems or Models), except where and to the extent expressly set out in this AI Addendum and/or as otherwise agreed in writing by the Customer.

7.3. The Supplier acknowledges and agrees that Customer's Property comprises the Customer's Confidential Information that the Supplier will protect in accordance with the confidentiality provisions of the Agreement.

8. The Supplier's use of Customer's Data and AI Outputs (AI Training Data)

8.1. Subject to paragraph 8.2, the Customer acknowledges and agrees that the Supplier may use the Customer's Property for the following purposes:

8.1.1. to deliver the Vizrt Services and/or Vizrt Subscription Services (including Vizrt Support) as the case may be;

8.1.2. to improve the Vizrt Services and/or Vizrt Subscription Services (including Vizrt Support) as the case may be;

8.1.3. to develop new or additional products and/or services; and

8.1.4. for creating AI Training Data for the purpose of developing, training, and fine-tuning the Supplier's AI Services (including the Supplier's virtual private connected deployment of AI Models),

provided that, in doing so, it complies with all applicable AI Legislation and Data Protection Legislation and Customer's Data and AI Outputs are not used to train any Third-Party AI Model provider's AI Model except for the Supplier's virtual private instance of the AI Model.

8.2. Where the Supplier makes such functionality available to the Customer, the Customer may, at any time during the term of the Agreement, opt-out of the Supplier's use of Customer's Property to create AI Training Data. Accordingly, if the Customer has opted-out, any permissions granted to the Supplier under paragraph 6.3 and paragraphs 8.1.2, 8.1.3 and 8.1.4 shall be removed thereafter, except where and to the extent separately agreed in writing between the Supplier and the Customer.

9. Third Parties

9.1. The parties agree that the Supplier may make available to the Customer the AI Services and/or Vizrt Support provided by Third-Party AI Developers that are described in the Documentation.

9.2. Any amendments or additions to the list of Third-Party AI Developers shall be made generally available the Supplier's customers.

9.3. Where the Customer chooses to use AI Services and/or Vizrt Support provided by Third-Party AI Developers and managed on the Customer's behalf by the Supplier, the Customer shall use such AI Services and Vizrt Support in accordance with the Documentation and any further instructions from the Supplier.

9.4. The Supplier has obtained, and shall maintain for the term of the Agreement, all necessary rights and licences from any Third-Party AI Developer to enable it to provide the AI Services and/or Vizrt Support and grant any licences to the Customer in accordance with the Agreement and this AI Addendum.

9.5. The Customer acknowledges that the Supplier may permit Third-Party AI Developers to access and process Customer's Data and AI Outputs in order to perform the AI Services and/or Vizrt Support subject to the restrictions on using Customer's Data and AI Outputs set out in this AI Addendum.

9.6. In the event that the Customer directly engages Third-Parties not listed in the Documentation for the provision of an AI System that interoperates with the AI Services and/or Vizrt Support, the Supplier is not responsible for any actions, omissions or output of that Third-Party AI System.

10. Data protection

10.1. If the Supplier processes any Customer's Data that is or comprises personal data ("**Customer Personal Data**") then:

10.1.1. to the extent that the Supplier processes such Customer Personal Data as a processor, then the Data Processing Terms shall apply; and

10.1.2. to the extent that the Supplier processes such Customer Personal Data as a controller, then the Supplier will only process Customer Personal Data in compliance with the Vizrt Privacy Policy.

11. Notifying AI Issues

11.1. If the Supplier becomes aware of an AI Issue that materially impacts the Customer and its use of the AI Services, the Supplier shall notify the Customer, providing details of the AI Issue.

11.2. If the Customer becomes aware of an AI Issue, the Customer shall immediately notify the Supplier, providing details of the same and shall take such measures as are reasonably requested by the Supplier to remedy or mitigate the AI Issue.

11.3. The Supplier shall provide reasonable cooperation and assistance required by the Customer for it to fulfil any reporting or other obligations it may have under applicable AI Legislation in relation to any AI Issue.

11.4. The Customer shall provide reasonable cooperation and assistance required by the Supplier for it to fulfil any reporting or other obligations it may have under applicable laws in relation to any AI Issue.