



Software Artificial Intelligence Addendum

To the extent applicable, the following terms (“**Terms**”) govern customer’s (“**Customer**”) usage of artificial intelligence (“**AI**”) under a definitive purchasing agreement entered between Customer and Software (the “**Agreement**”) for Software’s provision of artificial intelligence and machine learning features that Software makes generally available to its customers as part of certain SaaS product offerings (the “**AI Offerings**”). These Terms control in the event of a conflict with any such Agreement. Capitalized terms used and not defined in these Terms have the meanings given to them in the Agreement.

2. Input and Output

2.1. Software Obligations. The AI Offerings provide Output in response to Input. Input is Customer Data under the Agreement. Neither Software nor its subcontractors may use non-anonymized or de-aggregated Input or Output to train or improve their models, whether for model training, evaluation, quality assurance or other similar purposes, unless Customer has provided prior written consent to such specific use, which consent must specify whether it covers: (i) training or improving a model dedicated solely to Customer, or (ii) training or improving a model shared across Software’s customer base. In selecting and using the data, materials, and other sources for the purposes of generating Output through its AI Offering(s), Software shall use commercially reasonable efforts and exercise reasonable care in assessing the reliability and suitability of the sources used by the AI Offering(s) to generate Output. For clarity, it is a Customer’s responsibility for ensuring that it does not input sensitive personal information or confidential information that may be utilized in Software’s provision of the AI Offerings in compliance with these Terms.

2.2. Additional Customer Obligations, Restrictions and Disclaimers.

(a) Output Use and Assessment. Customer is responsible for its use of Output, including determining whether Output is appropriate for its own internal business purposes.

(b) Restrictions. In addition to the restrictions set forth in the applicable Agreement, Customer must not (and must not permit anyone else to): (i) utilize the Software AI or Output in violation of the Agreement, (ii) provide Input that either violates third-party rights or law or is intended, or would reasonably be expected, to generate Output that does so; (iii) use Output in a manner that violates third-party rights or law; (iv) represent that Output is human generated or approved or endorsed by Software or its Representatives.

(c) Disclaimers. **Output is generated by artificial intelligence, including by using technology provided by third-party subcontractors. Software makes no warranty as to the accuracy, completeness or reliability of Output or that it does not violate third-party rights or applicable Law.** Due to the nature of the AI Offerings, (i) Output may not be unique or exclusive to Customer and its Authorized Users, (ii) the same or similar Input may yield differing Output, and (iii) Output does not represent Software’s or its Representatives’ views. For the avoidance of doubt, Software’s sole obligation, and Customer’s sole remedy, with respect to any claim that any Output



infringes a third-party's Intellectual Property Rights is set forth in Section 4 (Output Indemnification) of these Terms.

3. Agents

3.1. In General. Agents are AI Offerings that Authorized Users may direct to take certain actions on behalf of Customer ("**Agents**"). These actions are not Output. As set forth in the applicable documentation as designated by Logitech, Agents may be created by Customer, provided by Logitech, or provided by third parties for use with the Logitech SaaS product offerings.

3.2. Additional Customer Obligations and Restrictions. Customer is responsible for its use of Agents, including determining whether any actions Agents may take are appropriate for that use and appropriately supervising such actions. Customer must not use Agents in a manner that either violates third-party rights or law or is intended, or would reasonably be expected, to do so.

4. Output Indemnification

4.1. Indemnification. Logitech will defend Customer from and against any third-party claim to the extent alleging that Output of the AI Offerings, when used by Customer as authorized by and in accordance with the applicable Agreement, directly infringes the Intellectual Property Rights of a third party (an "**Output Claim**") and indemnify and hold harmless Customer against any damages, fines or costs finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed in settlement by Logitech resulting from an Output Claim, except to the extent an Output Claim arises from: (i) Customer's breach of the Agreement; (ii) Customer's modification of Output; (iii) use of Output in combination with materials not provided by Logitech (including third-party products); (iv) Output that Customer knew, or reasonably should have known, was likely to violate the third-party rights or laws that are the subject of the Output Claim; (v) any use of Output after Logitech has instructed Customer to cease use or after Customer has received notice of alleged infringement; (vi) third-party products or their output; or (vii) Input, other non-Output Customer data, or Customer materials. This Section 4 states Logitech's sole and exclusive obligation, and Customer's sole and exclusive remedy, with respect to any Output Claim.

4.2. Procedures, Settlement and Mitigation. Logitech's obligations in Section 4.1 (Indemnification) are subject to the same procedures, settlement conditions and mitigations as specified in the "Indemnification by Logitech" section of the Agreement (or similar) section of the definitive purchasing Agreement between Logitech and Customer.

4.3. Limitation of Liability and Exclusive Remedy. **Either Party's liability for its obligations under these Terms is subject to the same limitations and mitigations as specified in the "Limitation of Liability" section of the Agreement (or similar) section of the definitive purchasing Agreement between Logitech and Customer.**

5. Additional Definitions

"**Input**" means any input (for instance, textual, audiovisual or other content) Customer or an authorized user provides or makes available to an AI Offering.



"Output" means any output (for instance, textual, audiovisual or other content) generated and returned to Customer or an authorized user by an AI Offering based on Input.