



Additional Terms for Use of AI Features

By activating and/or using AI Features within the Software Services, the following terms (“**AI Terms**”) are hereby added to and become part of the Agreement between Higher Logic, LLC and your organization. Capitalized terms not defined in these AI Terms have the meanings given in the Agreement.

“AI Features” shall mean any optional AI feature that Higher Logic offers for Subscriber use within the Software Services.

1) **Intellectual Property:**

Ownership: Between you and Higher Logic, Higher Logic retains all ownership in and to the AI Features, including but not limited to all algorithms or models and aggregated results of developing the AI Features.

A. Inputs. You are responsible for any text, images, or other content you upload or submit to the AI Features (“Inputs”). Except for Higher Logic’s express rights in the Agreement, as between the parties, Subscriber retains all intellectual property and other rights in Subscriber’s Inputs.

B. Outputs. While Subscriber does not own the text, image, or other content generated by the AI Features (“Outputs”), Higher Logic hereby grants to Subscriber a non-exclusive, worldwide, perpetual right and license to reproduce, distribute, publicly display, publicly perform and prepare derivative works of Outputs. Due to the nature of the AI Features, Higher Logic does not represent or warrant that (a) any Output does not incorporate or reflect third-party content or materials or (b) any Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Outputs are not included in any claims covered by Higher Logic in Section 6 of the Agreement.

2) **Similar Outputs.** Subscriber acknowledges that Outputs provided to Subscriber may be similar or identical to Outputs independently provided by Higher Logic to others.

3) **Disclaimer.** **Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Higher Logic. Subscriber should independently review and verify all Outputs as to appropriateness for any or all Subscriber use cases or applications. The warranty disclaimers and limitations of liability in the Agreement for the Software Services apply to the AI Features.**

4) **Third-Party Providers.** Subscriber agrees to abide by any third-party terms and conditions relating to the AI Features specified below (“**Third-Party Terms**”).

5) **Special Restrictions on Use of AI Feature.** The following restrictions are deemed part of the Acceptable Use Policy under Section 1.4 of the Agreement. Without limiting any restrictions on use of the Software Services in the Agreement, Subscriber will not and will not permit anyone else, including their Authorized Users, to:

a) use the AI Features or any Output to infringe any third-party rights,

- b) use the AI Features or any Output to develop, train or improve any AI or ML models (separate from authorized use of the Software Services under this Agreement),
- c) represent any Output as being approved or vetted by Higher Logic,
- d) represent any Output as being an original work or a wholly human-generated work,
- e) use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with laws, or
- f) use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical.

Third-Party Providers:

Providers: Microsoft Azure

Third-Party Terms: <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct>