



ALBY PRODUCT-SPECIFIC TERMS

This document provides terms and conditions specific to the purchase and use of alby Shopping Assistant, and is incorporated into the SOW or other ordering document (whether signed or agreed to as a click-through agreement) for alby Shopping Assistant.

“**Shopper**” means a visitor to the Customer Site(s) that engages, directly or indirectly, with alby Shopping Assistant.

“**Shopping Information**” means all information submitted by Customer to Bluecore for the purpose of training alby Shopping Assistant, including but not limited to Customer articles, Customer product catalog, and Customer support chat history.

“**Third Party Solutions**” means large language model services with which Bluecore integrates to provide alby Shopping Assistant to Customer. Current Third Party Solutions supported by alby Shopping Assistant are available at www.bluecore.com/legal, and such list may be updated by Bluecore in Bluecore’s sole discretion.

alby Shopping Assistant is an interface on the Customer Site(s) that may proactively engage with Shoppers, whether answering questions, recommending products, or otherwise, based on certain conditions configured through the Bluecore Platform that are deemed beneficial to increase conversion rates or achieve other Customer-enumerated business goals. alby Shopping Assistant will identify the most relevant content from the Shopping Information, input such information into the Third Party Solutions, generating personalized and/or relevant output to be provided, made available, or otherwise presented to the applicable Shopper through the interface. Bluecore may fine-tune language models for alby Shopping Assistant by training it on Customer’s support or sales conversations provided, or otherwise made available, to Bluecore pursuant to the Bluecore Services in this SOW, for the purposes of improving the output of alby Shopping Assistant. At Customer’s request, alby Shopping Assistant may be integrated into Customer’s internal systems to enable Shoppers to look up previous orders, submit orders, or receive offers. When recommending products to Shoppers, alby Shopping Assistant may pose follow-up questions to the applicable Shopper to provide improved product recommendations based on the Shopping Information and the information provided by the Shopper.

1. Bluecore retains all right, title and interest in and to alby Shopping Assistant, its underlying software, technology, and algorithmic models, and any improvements or enhancements thereto, and the foregoing are deemed Bluecore’s Confidential Information. Bluecore reserves the right to use anonymized engagement and performance data relating to alby Shopping Assistant for benchmarking and to improve alby Shopping Assistant, generally.
2. Customer retains all right, title, and interest in and to Shopping Information, and grants Bluecore a worldwide, non-exclusive license to access and use the Shopping Information to provide alby Shopping Assistant to Customer. Shopping Information shall be deemed Customer Data for purposes of the Agreement.
 1. Customer shall supply to Bluecore the Shopping Information in an electronic format reasonably agreed between the parties. Customer represents and warrants that: (a) it has all applicable rights to supply the Shopping Information to Bluecore for the provision of alby Shopping Assistant and to grant to Bluecore the rights specified herein; (b) the Shopping Information shall not include any personally-identifiable information and Customer shall be responsible for removing any personally-identifiable information prior to providing any Shopping Information to Bluecore; and (c) the Shopping Information will not violate any third party intellectual property or proprietary rights, or otherwise be deceptive, defamatory, obscene, pornographic or unlawful. Customer acknowledges and agrees that the output of alby Shopping Assistant is principally determined by



the content of the Shopping Information, and Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of the Shopping Information and resulting output. Any non-public Shopping Information shall be deemed Customer Confidential Information, provided Bluecore shall be entitled to use the Shopping Information to provide and improve alby Shopping Assistant, including improving any algorithmic models underpinning alby Shopping Assistant.

3. Prior to, and in conjunction with, deploying alby Shopping Assistant on the Customer Site(s), Customer shall include a disclaimer that complies with all applicable laws, rules, and regulatory guidance that informs Shoppers that alby Shopping Assistant is powered by artificial intelligence, and that the output of alby Shopping Assistant may be inaccurate or otherwise include errors. At Customer's request, Bluecore may include such disclaimer within alby Shopping Assistant. As between the parties, Customer is solely responsible for any Shoppers' use of alby Shopping Assistant on the Customer Site(s). Customer shall ensure that it has sufficient rights and consents from Shoppers, including in compliance with applicable law, in order to enable Bluecore to use and disclose information provided by Shoppers for the purposes of providing alby Shopping Assistant on the Customer Site(s).

***Customer acknowledges and understands that, notwithstanding anything to the contrary, alby Shopping Assistant is not certified as compliant with System and Organization Controls (SOC) nor with the International Organization for Standardization (ISO)**