



## 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 or through Shopify) 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](http://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 requesting information directly from Shoppers, answering pre-defined or Shopper-inputted questions, recommending products, or otherwise, based on certain conditions configured through the Bluecore Platform by Customer. alby Shopping Assistant will identify the most relevant content from the Shopping Information and other sources through the Third Party Solutions models, generating personalized and/or relevant output to be provided, made available, or otherwise presented to the applicable Shopper through the interface. The alby Shopping Assistant may request personal data from Shoppers (e.g., name, order numbers, geographic location) in order to personalize the applicable Shopper’s experience, and the alby Shopping Assistant output provided to the applicable Shopper, on the Customer Site. 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, for the purposes of improving the output of, and Shoppers’ interactions with, the alby Shopping Assistant, provided that in no event will Bluecore use personal data included in Shopper data for training purposes other than training alby Shopping Assistant specifically for Customer. Customer may configure its instance of the alby Shopping Assistant to be integrated within certain Customer internal systems and third party products and services, to enable order lookup, order submission, and other customer service, support, and sales-related functionality. Integrations with internal systems and/or third party products and services, are at Customer’s sole discretion and Bluecore expressly disclaims any representations and warranties regarding such integrations, including without limitation those of merchantability or fitness for a particular purpose, or that such integrations will be timely, uninterrupted, or error-free.

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 derivative works thereof, and all of the foregoing are deemed Bluecore’s Confidential Information and constitutes Bluecore’s intellectual property rights. Bluecore reserves the right to use anonymized engagement and performance data relating to alby Shopping Assistant for benchmarking and to improve the Bluecore Services.
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. As between Customer and Bluecore, Customer also owns all information, content, and data submitted to alby Shopping Assistant by Shoppers on the Customer Site(s).
  - a. 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; and (b) the Shopping Information will not violate any third party intellectual property or proprietary rights, or otherwise be deceptive, defamatory, obscene, pornographic or unlawful. As between Bluecore and Customer, Customer is solely responsible for any and all obligations with respect to the accuracy, quality, and legality of the Shopping Information.



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 will 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).
4. Customer acknowledges that output of alby Shopping Assistant provided to Customer may be the same or substantially similar to output independently provided to other Bluecore customers through their respective use of alby Shopping Assistant