

Terms of Service

Effective date: September 30, 2024

These Terms of Service will govern your use of your CogniSync account. As such, by using our Services, you acknowledge that you are also required to comply with these terms.

If you join a CogniSync team, please note that CogniSync accounts are subject to your organization's control. Your administrators can downgrade, restrict, or terminate access to your CogniSync account and view information about it.

If you open a CogniSync account on behalf of a company or other entity, you represent and warrant that you have the authority to bind that entity to these Terms of Service.

The Services are primarily designed for organizations (c). However, if you register an account as an individual (i.e., not on behalf of an organization), these Terms of Service will apply to you directly in your personal capacity, in the same way they would apply to an organization, to the extent permitted by law.

For the purposes of these Terms of Service, "organizations" refer to any legal entity, such as corporations, partnerships, non-profit entities, educational institutions, government bodies, or other legally recognized groups.

Note: if your organization signed an offline agreement with us, then that agreement governs your organization's use of our Services.

This CogniSync Terms of Service governs your organization's use of the Services. "CogniSync," "us", "our", and "we" refers to CogniSync, Inc., and "Customer," "you," and "your" refers to the organization governed by these terms. By clicking "I agree" or "Purchase" (or a button or link with a similar meaning), signing your Order, or using the Services, you are agreeing to this Agreement on behalf of your organization.

If a Customer's Order contains additional terms and conditions, then those terms override these terms to the extent they conflict.

1. Provision of the Services to Customer

1.1 Right to Use the Services and Software. During the Subscription Term, (a) we will provide the Services to Customer, (b) we grant Customer the right to (i) use the Services subject to this Agreement, and (ii) install and use any software provided by us to access the Services in accordance with the Documentation, all subject to the terms of this Agreement.

1.2 Restrictions on the Right to Use the Services. Customer may only use the Services (a) for its internal business purposes and (b) in accordance with this Agreement, including the Documentation and the Acceptable Use Policy.

1.3 Access for End Users; Responsibility for End Users. Customer may assign End Users to use the Services. End Users may be employees or contractors of Customer or its Affiliates who are using the Services solely for the benefit of Customer or its Affiliates. Customer is responsible for (a) its End Users' use of the Services and compliance with this Agreement, and (b) the security of the password to access the Services' accounts. Customer will obtain and maintain from End Users any consents necessary to allow us to deliver the Services. End User accounts may only be used by a single End User and may not be shared by multiple individuals.

1.4 Service-Specific Terms. To the extent there are any Service-Specific Terms applicable to Customer's use of the Services, they are incorporated by reference into this Agreement.

1.5 Changes to the Services. We may make changes to features and functionality of the Services during the Subscription Term. If we make a change to the Services that has a material adverse effect on the functionality of the Services, taken as a whole, we will notify Customer in advance.

1.6 No Liability for Third-Party Platforms. The Services may interoperate, integrate, or be used in connection with Third-Party Platforms. Customer's use of a Third-Party Platform with the Services is governed by Customer's agreement with the provider of the Third-Party Platform, not this Agreement, and we are not responsible for Third-Party Platforms.

1.7 Free Trials or Programs. If you register for a free trial or program for any Service, we will provide such Service to you on a trial basis free of charge until the earlier of (a) the end of the free trial or program period; (b) the start date of any paid subscription to such Service; or (c) termination of the free trial or program by either party, in its sole discretion.

2. Payment Terms

2.1 Fees. Customer will pay the fees for the Services ("Fees") described in the Order in US dollars (unless otherwise specified in the Order). All payment obligations are non-cancellable, and Fees are non-refundable except as required by law or expressly set out in this Agreement.

2.2 Payment Timing. The payment timing is described in Customer's Order. If the payment timing is not specified in Customer's Order, Customer will pay all Fees within thirty days of when Customer receives an invoice. Late payments are subject to a service charge of the lesser of 1.5% per month or the maximum amount allowed by law.

2.3 Taxes. If there are any government-imposed sales, value-added, delivery, withholding, or similar taxes associated with your purchase of the Services (but not taxes based on our net income, net worth, asset value, property value, or employment) ("Taxes"), you will pay such Taxes. Unless otherwise expressly specified an Order and as required by applicable Law, Fees are exclusive of any Taxes.

2.4 Notice of Fee Changes Prior to Renewal; Notice of Corrections. In the event we change Customer's Fees, we will give Customer at least thirty days' notice of that change prior to the renewal of Customer's then-current subscription. If Customer believes we have incorrectly billed Customer, Customer has 60 days from receipt of an invoice to notify us of the error.

2.5 Cancellations. You may cancel your subscription, and that cancellation will take effect at the end of the then-current Subscription Term (for example, if you are on a paid monthly subscription, the cancellation will take effect the following month, but if you are on a paid yearly subscription, the cancellation will take effect the following year).

3. Protection of Customer Data

3.1 Security. We maintain multiple industry security and privacy standards. We will use appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration, or disclosure of Customer Data and System Data.

3.2 Data Privacy and Data Privacy Addendum. The terms of the CongiSync Data Privacy Addendum located at <https://www.cogni-sync.com/dpa> are incorporated by reference into this Agreement. We may update the Data Privacy Addendum to comply with any changes in data protection laws and regulations, or when otherwise commercially reasonable, by posting a new version on our website.

3.3 Data Retention. Upon termination or expiration of this Agreement, CogniSync will, at the choice and written request of Customer, delete any Customer Data in its possession within a commercially reasonable time, unless we are required by law to retain it. We may make instructions available to Customer regarding how to submit such a request. Customer is responsible for following these instructions to request the deletion of Customer Data.

3.4 HIPAA Data. Customer agrees not to submit to the Services any HIPAA Data unless Customer has entered into a BAA with us. Unless a BAA is in place, we will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement, or in HIPAA or any similar federal or state laws, rules, or regulations. Upon mutual execution of a BAA, the BAA will be incorporated by reference into this Agreement.

4. Confidentiality

4.1 Restrictions on Use and Disclosure of Confidential Information. The recipient of Confidential Information will only use the disclosing party's Confidential Information to exercise its rights and fulfill its obligations under this Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its Affiliates, employees, agents, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

4.2 Required Disclosure. The recipient may disclose Confidential Information to the extent required by applicable Legal Process if the recipient uses commercially reasonable efforts to (a) promptly notify the other party of such disclosure before disclosing, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure, in each case, if doing so is consistent with the Legal Process and doesn't obstruct a governmental investigation.

5. Intellectual Property Rights

5.1 Reservation of Intellectual Property Rights. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and we own all Intellectual Property Rights in the Services, the Documentation, and the System Data. Except as expressly stated, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property.

5.2 Right to Use Customer Data. Customer grants us the right to use Customer Data during the Subscription Term to provide and protect the Services, as well as to diagnose problems.

5.3 Product Improvements. This Section 5.3 only applies if the product improvement and training control toggle is available to you in your admin console ("Toggle"). Except during periods when you have deactivated the Toggle, you hereby grant us the right to use, during and after the Subscription Term, anonymized Customer Data to improve our products and services, including training our algorithms internally through machine learning techniques. If you do not want us to use your Customer Data to improve our products and services, you may opt-out by deactivating the Toggle.

5.4 Feedback. If Customer or its End Users provide us with feedback about any of our products or services (including the Services), we may use that feedback without restriction or obligation to Customer, and Customer hereby assigns all rights, title, and interest in such feedback to us.

5.5 Customer Reference. We may use Customer's name, logo, and marks to identify Customer as our customer on our website and in other marketing materials and activities,

subject to any brand guidelines provided by Customer to us in writing. Upon Customer's written request, we will promptly remove any such marks from our website and, to the extent commercially feasible, our marketing materials.

6. Customer Obligations

6.1 Terminate Unauthorized Use. Customer will use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and promptly notify us of any unauthorized use of, or access to, the Services of which Customer becomes aware. We reserve the right to investigate any violation or potential violation of the Acceptable Use Policy, which may include reviewing Customer Data.

6.2 Provide Privacy Notices. Customer is responsible for obtaining and providing any required privacy consents or notices for using the Services.

6.3 Compliance with Laws; Export Compliance. Customer (a) will comply with all export and import laws in performing this Agreement and (b) represents and warrants that it is not listed on any US government list of prohibited or restricted parties or located in (or a national of) a country subject to a US government embargo or designated by the US government as a "terrorist supporting" country. Customer will not submit to the Services any data controlled under the US International Traffic in Arms Regulations.

7. Term, Termination, and Suspension

7.1 Subscription Term; Agreement Term. The "Subscription Term" of Customer's subscription will begin on the date specified on the applicable Order and will continue until Customer's subscription ends or is terminated. This Agreement starts on the Effective Date and continues until the end of all Subscription Terms, unless it is terminated sooner in accordance with this Agreement.

7.2 Automatic Renewal. Customer's Subscription Term will automatically renew for successive periods unless either party gives the other notice of its intent not to renew. That notice must be given at least thirty days before the start of the next renewal period.

7.3 Termination. Either party may terminate this Agreement if (a) the other party materially breaches this Agreement and fails to cure that breach within thirty days after receipt of a written notice of the breach, or (b) the other party ceases its business operations or becomes subject to insolvency proceedings. CogniSync may terminate this Agreement and suspend Customer's access to the Services if required to do so by law or for an egregious violation by Customer of the Acceptable Use Policy.

7.4 Suspension. We may suspend Customer's or any End User's access to the Services (or any part thereof) if:

- (a) Customer's use of the Services poses a risk to the Services, our other customers, or us (including our infrastructure, security, and third-party relationships);
- (b) Customer's use of the Services could subject us to liability;
- (c) Customer's payment of Fees to CogniSync (or, if applicable, to reseller) is late; or
- (d) Customer is otherwise in breach of this Agreement.

We will provide Customer with prompt notice of any suspension.

7.5 No Cancellation. Customer can't end Customer's subscription early except as expressly permitted in this Agreement.

7.6 Effect of Termination. When this Agreement terminates, Customer will no longer have access to the Services, and we may elect in our discretion to (a) terminate Customer's Users' accounts or (b) downgrade Customer's Users' accounts to individual subscriber accounts. All sections of this Agreement that should survive termination will do so, including the confidentiality obligations, limitation of liability, and disclaimers.

8. Disclaimer

8.1 Disclaimer about the Services. Except as expressly stated in this agreement, to the fullest extent permitted by law, we, our Affiliates, and our suppliers (a) do not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the Services; (b) make no representation about the content or information accessible through the Services; and (c) do not warrant that the operation of the Services will meet your requirements.

8.2 Beta Services. Sometimes we create new service offerings that are still in development. If we do so, we will mark those services as "alpha", "beta", "early access" or something similar. Customer may choose to use these beta services in its sole discretion. We may not support these beta services, we may change them at any time, and they may not be as secure or reliable as our other Services. Customer will treat the beta services and any related documentation as Confidential Information until we officially launch the beta services. Notwithstanding anything else in this Agreement, we will have no liability arising out of or in connection with these beta services.

9. Limitation of Liability

9.1.1 Limitation on Liability Amount. Subject to *Section 9.3 (Unlimited Liabilities)*, each party's total aggregate Liability arising out of or relating to this Agreement is limited to the Fees Customer paid during the twelve-month period before the event giving rise to

Liability (unless that amount is zero due to Customer participating in a free trial or program, in which case CogniSync's total liability will not exceed one hundred dollars).

9.2 Limitation on Indirect Liabilities. To the extent permitted by applicable law and subject to *Section 9.3 (Unlimited Liabilities)*, neither party will have any Liability arising out of or relating to this Agreement for any (a) indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, cost of replacement services, profits, savings, or goodwill.

9.3 Unlimited Liabilities. Nothing in this Agreement excludes or limits either party's Liability for:

- (a) its fraud or fraudulent misrepresentation;
- (b) its indemnification obligations under *Section 10 (Indemnification)*;
- (c) its infringement of the other party's Intellectual Property Rights;
- (d) its payment obligations under this Agreement; or
- (e) matters for which liability cannot be excluded or limited under applicable law.

10. Indemnification

10.1 Our Indemnification Obligations to Customer. We will defend and indemnify Customer against settlement amounts as well as damages and costs finally awarded in any third-party legal proceeding ("Indemnified Amounts") to the extent arising from an allegation that Customer's use of our technology used to provide the Services infringes the third party's Intellectual Property Rights.

10.2 Customer's Indemnification Obligations to Us. Customer will defend and indemnify us against Indemnified Amounts in any third-party legal proceeding to the extent arising from (a) Customer Data or (b) Customer's and Customer's End Users' use of the Services.

10.3 Indemnification Exclusions. These indemnification obligations will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of this Agreement; (b) a combination of the indemnifying party's technology with materials not provided by the indemnifying party under this Agreement, unless such combination is required by this Agreement; or (c) the Services provided under a free trial or program.

10.4 Notice Requirement. The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the third-party legal proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and third-party legal proceeding. If breach of this notification obligation prejudices the defense of the legal proceeding, the indemnifying party's obligations will be reduced in proportion to the prejudice.

10.5 Sole Control Requirement. The indemnified party must give sole control of the indemnified portion of the third-party legal proceeding to the indemnifying party, subject

to the following: (a) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (b) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

10.6 Remedies. If we reasonably believe the Services might infringe a third party's Intellectual Property Rights, then we may, at our sole option and expense (a) procure the right for Customer to continue using the Services; (b) modify the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative. If we can't figure out a reasonable way to offer these remedies, we may suspend or terminate Customer's use of the Services, with a pro-rata refund of prepaid and unused Fees for the Services.

10.7 Indemnification is the Sole Remedy for Third-Party Intellectual Property Rights Allegations. Without affecting either party's termination rights, this *Section 10 (Indemnification)* states the parties' sole and exclusive remedy under this Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this *Section 10 (Indemnification)*.

11. Disputes

11.1. Jurisdiction and Venue. Subject to the dispute resolution provisions below, all claims and disputes arising from or relating to this Agreement, or the Services may only be brought in the federal or state courts of Delaware, US. Both Customer and we consent to venue and personal jurisdiction there.

11.2 Informal Resolution. Before filing a claim, we must first be contacted through the notice procedures below. The parties will try in good faith to settle any dispute. If the dispute is not resolved within thirty days of notice, a formal proceeding may be brought in accordance with this Section 11.

11.3 Mandatory Arbitration. Any claims or disputes arising from or relating to this Agreement or the Services (including any dispute regarding the interpretation or performance of the Agreement) must be resolved through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be in English and held in Delaware, US.

11.4 Exceptions. A lawsuit may be filed in the federal or state courts of Delaware, US solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights without first engaging in the informal dispute resolution process described above. Notwithstanding anything to the contrary in this Agreement, if Customer represents a governmental entity or institution subject to the law of a United

States' state that mandates different dispute resolution terms, governing law, or venue, we agree to such state law requirements.

11.5 NO CLASS ACTIONS. Disputes with us may only be resolved on an individual basis, and neither Customer nor any user will bring a claim in a class, consolidated, or representative action. The parties expressly waive any class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations.

12. Miscellaneous

12.1 Authority to bind. If you are accepting on behalf of an organization or entity, you represent and warrant that (a) you have full legal authority and power to bind that organization or entity to this Agreement; (b) you have read and understand this Agreement; and (c) you agree, on behalf of that entity or organization, to this Agreement.

12.2 Severability. If one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

12.3 Assignment. Customer may not assign this Agreement, or Customer's rights or obligations under it, in whole or in part, except that Customer may assign this Agreement to the surviving entity in connection with a merger, acquisition, or sale of all or substantially all of its assets by providing advance written notice to us. We may freely assign this Agreement to an Affiliate or in connection with a merger, acquisition, reorganization, or transfer of assets. Any other attempt to transfer or assign is void.

12.4 Entire Agreement. This Agreement, together with Customer's Order, constitutes the entire Agreement between Customer and us with respect to its subject matter, and supersedes any and all prior agreements, discussions, negotiations, and offers, whether verbal or in writing. Excluding Orders, terms in a business form, purchase order, or other ordering document used by either party will not amend or modify this Agreement; any such documents are for administrative purposes only.

12.5 Subcontractors. We may use subcontractors in order to provide the Services under this Agreement. These subcontractors may include, for example, hosting and infrastructure providers. We are responsible and assume liability for any such subcontractors in their performance of this Agreement.

12.6 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

12.7 Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order, the Data Privacy Addendum, any Service-Specific Terms, and this Agreement.

12.8 Headings. Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of this Agreement.

12.9 Governing law. Except as set forth in Section 11.4, this Agreement and all disputes or claims (including procedural issues) between the parties are governed by the laws of Delaware. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

12.10 Force Majeure. Except for Customer's obligation to pay Fees owed, neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.11 No Agency or Waiver. This Agreement does not create any agency, partnership, or joint venture between the parties. Neither party waives any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

12.12 Notices. We will provide notices under this Agreement to Customer by sending an email to the email address we have on file for Customer. Customer will provide notices under this Agreement to us by sending an email to TS_notices@congi-sync.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping Customer's email address current throughout the Subscription Term.

12.13 Updates to This Agreement. From time to time, we may modify this Agreement. Unless otherwise specified, changes to this Agreement become effective for Customer (a) upon renewal of the then-current subscription or (b) upon the effective date of a new Order after the updated version of this Agreement goes into effect. We will use commercially reasonable efforts to notify Customer of material changes through communications via email or other means. Customer may be required to click to accept or otherwise agree to the modified agreement before renewing a subscription or upon the effective date of a new Order. In any event, continued use of any of our Services after an updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

12.14 Government Rights. To the extent applicable, the Services are "commercial computer software" or a "commercial item" for purposes of FAR 12.212 for and DFARS 227.7202. To the extent permitted in this Agreement, use, reproduction, release, modification, disclosure, or transfer of the Services is governed solely by the terms of this Agreement, and all other use is prohibited.

12.15 Definitions.

"Acceptable Use Policy" means the acceptable use policy set forth at the following link:
<https://www.cogni-sync.com/aup>.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Agreement" means this CogniSync Terms of Service together with any Orders between Customer and CogniSync and all terms linked or referred herein.

"BAA" means an addendum to this Agreement covering the handling of HIPAA Data.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to those exclusions, Customer Data is considered Customer's Confidential Information.

"Control" means control of greater than fifty percent of the voting rights or equity interests of a party or the power to direct the management or operations of an entity.

"Customer Data" means data submitted to the Services from Customer directly or at Customer's direction.

"Documentation" means our technical documentation and usage guides for the Services made available on our website or through the Services.

"Effective Date" means the date this Agreement is entered into by the parties, either by acceptance online or by the signing of an Order.

"End User" means an individual that Customer permits to use the Services.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented.

"HIPAA Data" means any patient, medical, or other protected health information regulated by HIPAA or any similar federal or state laws, rules, or regulations.

"including" means including but not limited to.

"Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

"Legal Process" means any information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Order" means our order form or web page, or an ordering document agreed to with your reseller, through which you have procured the Services.

"Services" means the services described in Customer's Order, including any software provided by us to access the services, and includes updates and modifications that we make to them from time to time.

"Service-Specific Terms" mean additional terms that apply to certain Services and that we agree to.

"Third-Party Platform" means any product, add-on or platform not provided by us that Customer uses with the Service.

"System Data" is data collected by CogniSync about the use of its Services, for instance, technical logs, metadata, user interaction with the Services, and user action statistics.

Service-Specific Terms

Last Updated: September 30, 2024

These Service-Specific Terms set forth additional terms and conditions that apply to your use of Generative AI as listed below and are made a part of the Agreement governing your use of the Services. By using any of the Generative AI services, you agree to comply with these additional terms, along with all other terms of the Agreement. Any terms not defined here have the meaning given to them in the Agreement governing your use of the Services. CogniSync may update these Service-Specific Terms from time to time, including to add other Service-Specific Terms for new Services made available by CogniSync, by posting an updated version. If an update materially changes any Service-Specific Terms for any Services already purchased by Customer, CogniSync will notify Customer in accordance with the Agreement governing your use of the Services.

Generative AI Service-Specific Terms

1. Service Description. "Generative AI" refers to our generative AI services and features which include both the Input provided by you and the Output generated by the Services. If you use CogniSync's Generative AI, it is included in the definition of Services.

2. Input and Outputs. "Input" means any data, software, third-party services, and other content uploaded, accessed, stored, or submitted (via the API or by other means) for the use of the Services by or on behalf of you, including prompting and other interactions with the Services. You are solely responsible for any and all obligations with respect for the accuracy, quality and legality of the Input. You are further responsible for all third-party licenses, consents and permissions needed for us to use the Input to provide the Services (including but not limited to verifying that the Output does not infringe in any third party's rights). As between the parties and to the extent permitted by applicable law, you represent that you own or have relevant permission to all Input. You grant to CogniSync a non-exclusive license to use the Input for the provision of the Services. Except for the license granted to us, you reserve all right, title, and interest in and to the Input. CogniSync may collect and analyze aggregated and anonymized usage data derived from your use of the Services to improve the performance, functionality, and overall user experience of the Services, provided that such data cannot be linked back to you or identify any confidential information. The Input you provide will deliver output generated and returned by the Services based on the Input ("Outputs"). During your Subscription Term, CogniSync hereby licenses to you and your End Users a non-exclusive, non-transferable right to use the Services to submit Inputs, receive generated Outputs from Generative AI and use the Outputs. As between you and CogniSync, and to the extent permitted by applicable law, you own all Inputs and Outputs. You are responsible for your Customer Data. CogniSync shall not own any right to any derivative works created from Outputs. Where Output is solely created from your Customer Data, any rights related to Output shall be solely Customer's.

The Input provided by you in connection with the Generative AI services will be treated as Customer Data as defined in the Agreement, provided that this classification does not conflict with the provisions outlined in these Service-Specific Terms. In the event of any conflict, the terms of the Service-Specific Terms will take precedence.

When you use our Services you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.

3. Similarity of Output. You acknowledge that due to the nature of machine learning and the technology powering Generative AI, a limited number of Outputs may not be unique and CogniSync may generate the same or similar Outputs for third parties. Your rights on the Outputs do not extend to other customers' outputs. You hereby irrevocably release and agree not to sue us with respect to any liability for direct or indirect copyright, trademark or other infringement, misappropriation, or violation of any rights with respect to any Outputs.

4. Usage Limits. Depending on the plan you purchased for the Services, you may have a limit on your use of Generative AI. If you exceed the usage limit allotted by your subscription plan: (i) you may be required to purchase additional usage to continue accessing and using Generative AI and (ii) CogniSync may suspend or degrade performance of the Generative AI features. You acknowledge that any purchased usage for Generative AI is tied to your CogniSync subscription, and account termination will invalidate any remaining purchased usage.

5. Usage Restrictions. You and your End Users may not use Generative AI:

- To develop foundation or large language models that compete with CogniSync.
- To mislead any third party that any output from Generative AI was solely human generated.
- In a way that infringes, violates, or misappropriates any of our rights or the rights of any third party.
- In a manner that violates the Agreement, including these Service-Specific Terms, the Documentation, and or our Acceptable Use Policy.

6. WARRANTY DISCLAIMER. COGNISYNC DOES NOT MAKE ANY WARRANTY REGARDING THE OUTPUTS THAT MAY BE GENERATED FROM USE OF GENERATIVE AI, INCLUDING WITH RESPECT TO THE FACTUAL ACCURACY OF ANY OUTPUTS OR SUITABILITY FOR YOUR USE CASE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF ANY GENERATIVE AI OUTPUTS IS DONE AT YOUR SOLE RISK. DUE TO THE CURRENT NATURE OF GENERATIVE TECHNOLOGY, YOU SHOULD NOT RELY ON COGNISYNC'S GENERATIVE AI AS A SINGLE SOURCE OF FACTUAL INFORMATION. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COGNISYNC OR THROUGH COGNISYNC'S GENERATIVE AI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7. Updates. From time to time, we may modify these terms. The effectiveness and our obligations to you regarding such modifications are as set forth in the Agreement.