

AUTOGENAI SERVICES USAGE POLICY

1 Definitions

- 1.1 Capitalised terms not otherwise set out in this Usage Policy shall have the meaning set out in the Terms and Conditions.

2 Services

- 2.1 In relation to the Authorised Users, Customer undertakes that each Authorised User shall keep a secure password for its use of the Services, that such password shall be changed frequently and that each Authorised User password shall be kept confidential.
- 2.2 Except as expressly permitted in the Agreement or may be permitted by applicable law which is incapable of exclusion by agreement between the parties, Customer shall not and shall procure that its Authorised Users shall not:

2.2.1 make alterations to, or modifications of, the whole or any part of the Services or AutogenAI Technology or permit the Services or AutogenAI Technology or any part of them to be combined with, or become incorporated in, any other programs;

2.2.2 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or AutogenAI Technology or attempt to do any such thing;

2.2.3 provide, commercially exploit or otherwise make available the Services or AutogenAI Technology, in any form to any person;

2.2.4 access all or any part of the Services and/or AutogenAI Technology in order to build a product or service which competes with the Services and/or AutogenAI Technology;

2.2.5 use the Services and/or AutogenAI Technology to provide services to third parties; or

2.2.6 access or use the Services or AutogenAI Technology for any illegal activities.

2.3 Customer shall:

2.3.1 at all times comply with all applicable laws and applicable authority, licence, permit or registration requirements or their equivalents;

2.3.2 comply with AutogenAI's reasonable instructions from time to time in relation to its implementation and use of the Services. Customer acknowledges that failure to comply with any such instructions may affect the performance of the Services;

2.3.3 procure that its Authorised Users shall: (i) use the Services in accordance with the terms and conditions of the Agreement; (ii) comply with all applicable laws and regulations with respect to its activities under the Agreement; and (iii) only use the Services for lawful purposes. Customer shall be liable for any breach of the Agreement by its Authorised Users;

2.3.4 be solely responsible for procuring and maintaining its network connections and telecommunications links and all problems, conditions, delays and delivery failures arising from or relating to such network connections or telecommunications links;

2.3.5 use all reasonable efforts to prevent any unauthorised access to, or use of, the Services or AutogenAI Technology and, in the event of any such unauthorised access or use, promptly notify AutogenAI;

2.3.6 be solely responsible for the creation and maintenance of the technical environment IT infrastructure regarding access to the Services, including, without limitation to the used hardware and operating systems and providing supported versions of browser software; and

2.3.7 be responsible for obtaining (and maintaining) all required licenses and consents required for AutogenAI to use and process the Customer Data in the provision of the Services, including without

limitation, all necessary consents, licenses, approvals and legal checks required for the implementation and running of AutogenAI Technology.

- 2.4 Customer shall not and shall procure that its Authorised Users shall not during the course of its use of the Services, provide, upload, input, access, store, distribute, generate or transmit any Viruses, nor any material, including without limitation Customer Data and/or Content, that is Inappropriate Content.
- 2.5 AutogenAI reserves the right, without liability or prejudice to its other rights to Customer, to (i) disable Customer's access to any such material that breaches the provisions of this policy, including, but not limited to installing a blocking access program; to (ii) remove or limit access to any such Content where, in AutogenAI's sole and reasonable discretion, AutogenAI suspects such Content to be Inappropriate Content; and/or (iii) to terminate the Agreement for material breach in accordance with the Terms and Conditions.
- 2.6 Customer agrees to defend, indemnify and hold harmless AutogenAI and its Associated Companies from and against any and all claims, losses, damages, expenses and costs, including without limitation reasonable court costs and legal fees, arising out of or in connection with: (i) Customer's use of the Services in violation of the Agreement; and/or (ii) Customer Data; and or the (iii) Content.

3 Customer Data & Content

- 3.1 Customer shall own all right, title and interest in and to all of the Customer Data & Content and shall have sole responsibility and liability for (i) the legality, appropriateness, and integrity of the Customer Data & Content; and (ii) the completeness, reliability, accuracy and quality of the Customer Data & Content.
 - 3.2 Customer grants AutogenAI and its Associated Companies, a non-exclusive, royalty-free, worldwide, transferable licence:
 - 3.2.1 to use, host, transmit, display and create derivative works of the Customer Data & Content (i) in connection with the provision of the Services; (ii) for the purposes of improving and/or developing the Services; and (iii) where necessary, to transfer Customer Data & Content to any third parties used by AutogenAI, only as required for the provision of the Services;
- provided that AutogenAI's use of the Customer Data beyond termination of any Order Form shall not include any personal data of Customer or Authorised Users.
- 3.3 Customer acknowledges that it has responsibility for all Customer Data & Content and that except as stated otherwise hereunder, AutogenAI will not be held responsible in any way for any Intellectual Property Right infringement or violation, the violation of any other person's rights or the violation of any laws, arising from or relating to such Customer Data or Content.