

Terms and Conditions Associated with the AI Functionality in ELB Services

Customer Responsibility For AI Settings. AI functionality is controlled at the Solution level, requiring AI functionality to either be entirely “on” or entirely “off” for each Solution. It is the sole responsibility of the Customer to ensure that AI functionality is set or reset to the desired “on” or “off” state, based on the initial default configuration of each Solution. Neither Docebo nor ELB is responsible for any actions or inactions by End Users that result in AI functionality being adjusted contrary to Customer's intentions within a Solution. No Customer Personal Data is processed in the AI functionality.

A. Customer Inputs And Ai Outputs. In the course of Customer’s use of AI functionalities, Customer may submit Customer Content and/or Customer Data (including in the form of prompts, queries, or files) to AI functionality (“**Inputs**”) and receive outputs from AI functionality (“**Outputs**”).

1) Intellectual Property.

- a) Customer retains all intellectual property and other rights in Customer’s Inputs, except for those express rights granted to ELB in the MSA, DPA, Order Form, SOW, these Additional Terms & Conditions, or any Schedules or Exhibits (“**Legal Documents**”).
- b) Customer is authorized to use Outputs subject to the Legal Documents.
- c) Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by ELB to others.

2) Customer Review and Verification. Customer shall not and shall not permit any content created, generated or otherwise provided in connection with any AI functionality (“**Generated Content**”) to be made available to its End Users prior to such being manually reviewed by an administrator or creator without the use of any artificial intelligence technologies and such being verified (with reasonable documentation) as accurate, appropriate, and free from any content that could be considered harmful, offensive, or otherwise unsuitable as, for inclusion in, or use with Generated Content. The Customer's compliance with its review obligations under this provision does not lessen or relieve any other obligations it has under the Legal Documents, nor does it relieve the Customer of any liability for its use of Generated Content created, generated or otherwise provided in connection with any AI functionality.

B. Disclaimer. Docebo and ELB disclaim any and all liability for Outputs. Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Docebo or ELB. Customer is solely responsible for independently reviewing and verifying all Outputs as to appropriateness for any and all Customer use cases and applications. Customer agrees to indemnify, defend, and hold harmless Docebo and ELB from any claims, damages, losses, costs, or expenses incurred relating to Customer’s use of AI functionality, Inputs, or Outputs.

C. Third-Party AI Providers.

- 1) Customer acknowledges that Third-Party Providers may provide AI functionalities. Such Third-Party Providers herein, “**Third-Party AI Providers.**”
 - a. CenarioVR may use, incorporate, or make available AI functionality to enable the creation of 360 degree scenes. The Third-Party AI Provider is [Blockade Labs](#). Its terms and conditions can be found at [this link](#).
 - b. The Training Arcade® may use, incorporate, or make available AI functionalities to enhance the Solutions and improve the experience of End Users in various ways. Enhancements may include, but are not limited to, supporting the rapid ideation and development of training games and elevating overall learner engagement. The AI functionality for The Training Arcade is in Beta Release. The Third-Party AI Provider is OpenAI. Its terms and conditions can be found at [this link](#).
- 2) Customer acknowledges that each Third-Party AI Provider may process Customer Content and Customer Data in its provision of the applicable AI functionality(ies); however no personal data will be processed by the Third Party AI Provider.

- 3) Customer agrees to abide by the Third-Party AI Provider's terms and conditions relating to the AI functionality(ies) provided by the applicable Third-Party AI Provider.

D. Special Restrictions On Use Of Ai Functionality.

- 1) Without limiting any restrictions on use of the Solutions in the Legal Documents, Customer will not and will not permit anyone else to:
 - a) use the AI functionality or any Output to infringe any third-party rights;
 - b) use the AI functionality or any Output to develop, train or improve any AI or Machine Learning models;
 - c) use the AI functionality to create Output that contains any personal data;
 - d) represent any Output as being approved or vetted by Docebo, ELB, or Third-Party AI Provider;
 - e) represent any Output as being an original work or a wholly human-generated work;
 - f) use the AI functionality 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
 - g) use the AI functionality for purposes or with effects that are discriminatory, harassing, harmful or unethical.
- 2) Customer acknowledges and agrees that the AI functionality is subject to certain restrictions in their use, particularly concerning decision-making processes. Customer shall ensure that the AI functionality is not used as the sole basis for making decisions that could significantly affect the rights and freedoms of individuals, especially in contexts related to employment, credit eligibility, healthcare decisions, insurance underwriting and claims, or any other decision-making processes that could lead to legal or significant personal impacts.

D. Compliance With Laws And Regulations.

- 1) Customer agrees to use the AI functionality in compliance with all applicable local, state, national, and international laws and regulations, including but not limited to those pertaining to data protection, privacy, non-discrimination, and employment.
- 2) Customer is responsible for ensuring that the use of AI functionality in decision-making processes adheres to all relevant legal standards and ethical guidelines, including obtaining necessary consents and providing requisite disclosures and explanations to affected individuals.
- 3) Customer is responsible for complying with its own policies, including any AI policy.

E. Disclosure & Transparency. Customer shall clearly and prominently disclose that applicable content is AI-generated in a manner that is unmistakable and easily understandable by the average person. Additionally, Customer agrees to comply with all specific requirements and conditions of Third-Party AI Providers, including, without limitation, those regarding the sharing of content on social media, livestreaming, demonstrations, and the publication of content.

F. Modification And Termination. These Additional Terms & Conditions may be modified in response to evolving technology, legal changes, or amendments in Third-Party AI Provider terms. In the event of any breach of these Additional Terms and Conditions by Customer, Docebo and ELB reserve the right to discontinue the provision of the AI functionality to the Customer immediately without advance notice. Customer's compliance with these AI Terms shall not limit or diminish its liability or any remedies available to Docebo or ELB under these Legal Documents or otherwise available at law or in equity.