

## Henshaw Addendum

This Addendum shall apply if the Customer or Partner opts to utilize Henshaw as part of the Services. Any reference to “Customer” in this Addendum shall be deemed to mean “Partner” in respect of such Partner’s use of the Services.

### 1. Definitions

In this Henshaw Addendum, terms with initial capital letters shall have the meanings ascribed to such terms in this Section 1 or elsewhere in this Addendum, or other contractual agreements signed between the Parties:

- (a) “**Henshaw**” means the Supplier’s artificial intelligence (AI) product.
- (b) “**Henshaw Services**” means the applicable Henshaw service as identified in an Order Form.
- (c) “**Input**” means the input prompts entered into Henshaw by Authorised Users of the Customer.
- (d) “**Output**” means the results, responses, or other output generated by Henshaw and delivered to the Customer.

### 2. Use of Henshaw

2.1. Customer is free to choose to use (and to continue to use or stop using) Henshaw Services made available by Supplier, at its own discretion. In addition to the Agreement, the terms and conditions of this Addendum, and the [Henshaw Policy](#), shall apply when the Customer uses Henshaw and the Henshaw Services.

### 3. Ownership of Input and Output

- 3.1. Customer shall retain full ownership of all Inputs and Customer Data.
- 3.2. As between Supplier and Customer, Customer will own any Output and Supplier hereby assigns all Intellectual Property Rights (if any) in the Output to the Customer.
- 3.3. Customer acknowledges that Outputs may not be unique, and the same or similar Output may be provided to other users and customers and as such could inadvertently infringe upon third party intellectual property rights. Customer is solely responsible for ensuring that their use of the Outputs complies with all applicable intellectual property laws and regulations.
- 3.4. The Output may not qualify for intellectual property protection, and Supplier makes no warranties or indemnities with regard to the Outputs’ infringement of third-party rights.

### 4. Third-Party AI Technology

- 4.1. Henshaw may include features which are powered by a third party large language model (3<sup>rd</sup> Party LLM), and open-source machine learning and data science libraries.
- 4.2. The 3<sup>rd</sup> Party LLM shall process Inputs and any applicable Customer Data solely for the purpose of:
  - 4.2.1. providing Henshaw Services under the Agreement;
  - 4.2.2. providing and maintaining the 3<sup>rd</sup> Party LLM;
  - 4.2.3. complying with Applicable Laws; and
  - 4.2.4. enforcing its policies.
- 4.3. Where Inputs, Outputs and Customer Data are submitted to the 3<sup>rd</sup> Party LLM, the Inputs, Outputs and Customer Data may be retained temporarily, in accordance with the 3<sup>rd</sup> Party LLM’s retention policies by the 3<sup>rd</sup> Party LLM as part of the operation of their service.



4.4. Supplier shall contractually restrict the provider of the 3rd Party LLM from using Inputs, Outputs or Customer Data for: (i) training, (ii) otherwise improving its large language models or other services, and/or (iii) general use beyond the use required to provide and maintain the 3rd Party LLM or as otherwise set out in this Addendum.

## **5. Customer Responsibilities**

5.1. Customer acknowledges and agrees that:

5.1.1. Customer is solely responsible for the accuracy, legality, and appropriateness of all Inputs.

5.1.2. Outputs depend on the quality of the Inputs, and results may be generated by Henshaw may be inaccurate, incomplete, unexpected, or incorrect.

5.1.3. Customer shall review all Outputs and shall bear full responsibility for any decisions made based on them.

## **6. Supplier Access to Customer Data**

6.1. Unless given express written consent to access the Customer Data, the Supplier cannot view and/or access Customer Data processed within Henshaw Services.

6.2. The Customer hereby acknowledges that it shall not enter Personal Data into Henshaw Assistant.

6.3. Supplier shall maintain a log of all Inputs and Outputs generated by Henshaw Assistant in order to record User activity. For the avoidance of doubt, the Supplier shall not access to Customer Data.

## **7. Data Retrieval Upon Termination**

7.1. Upon termination of the Agreement, Supplier's obligations on data retrieval shall extend only to the extent that such data is retained by Supplier. Supplier shall have no further responsibility for preserving or retrieving Inputs or Outputs beyond this scope.

## **8. Disclaimer and Limitation of Liability**

8.1. Supplier does not provide any representation, warranty, indemnification or other commitment of any kind regarding Henshaw or the Henshaw Services (including, for sake of clarity, any Beta Henshaw functionality), and including, without limitation, representation, warranty, indemnification, or other commitment regarding Henshaw and / or the accuracy, reliability, or completeness of Outputs.

8.2. Supplier shall not be liable for any reliance placed on the Outputs by Customer or any third party.

8.3. Customer understands and agrees that the use of Henshaw is done at Customer's sole discretion, and it should not rely on any assertions in the Outputs without independently checking the Outputs.

## **9. Right to Suspend Access**

- 9.1. Supplier reserves the right, at its sole discretion, to suspend Customer's access to Henshaw and/or any or all of the Henshaw Services as necessary, including but not limited to compliance with legal requirements, security concerns, or violations of this Agreement.
- 9.2. Supplier may, without liability, suspend or terminate access to Henshaw and/or any or all of the Henshaw Services immediately upon notice to Customer in the event that any provider of a 3<sup>rd</sup> Party LLM suspends, terminates or ceases to provide access to the relevant Henshaw functionality.
- 9.3. Subject to Section 7.4 below, if the Customer has paid fees in relation to any Henshaw functionality that is suspended or terminated under Section 7.2 above, then: (i) in the case of termination, Supplier will refund the pro-rata share of any prepaid fees for the affected Henshaw functionality that relate to the period following termination; and (ii) in the case of suspension, fees for the affected Henshaw functionality shall be suspended during any such period of suspension and Supplier will refund the pro-rata share of any prepaid fees for the affected Henshaw functionality that relate to the period of suspension.
- 9.4. Customer will not be entitled to a refund of prepaid fees where any such suspension or termination arises from breach of the Agreement by Customer.

## **10. Henshaw Beta Functionality**

- 10.1. Henshaw Functionality may be made available by Supplier as new features or functionality identified as beta and/or early access, and in such case will be provided free of charge ("Beta Henshaw functionality"). Where Supplier decides to make the Beta Henshaw functionality generally available, Supplier may at any time, upon reasonable notice to Customer, introduce fees for continued use of such Henshaw Service. Such fees will apply to Customer's use of the relevant Henshaw Service as set out in a Work Order or otherwise agreed in writing between the Parties. Notwithstanding the foregoing, Supplier is under no obligation to develop, release, make generally available or commercially offer a final product based on the Beta Henshaw functionality.

## **11. General Provisions**

- 11.1. In the event of any inconsistency or conflict between the provisions of this Addendum and any other contractual agreement signed between the Parties, the provisions of this Henshaw Addendum shall apply but only to the extent of the conflict or inconsistency.