Artificial Intelligence Terms Addendum

This Artificial Intelligence Addendum ("Addendum") is incorporated into and forms part of the Agreement (as defined below) between Career Allies, Inc. d/b/a Tilt ("Tilt") and Customer. This Addendum governs Customer's and its Users' access to and use of artificial intelligence ("AI") features, tools, and technologies provided or used by Tilt under the Agreement. Any capitalized terms used in this Addendum that are not defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions & Scope

1.1. Definitions.
For purposes of this Addendum:

- **"AI Features"** means, collectively, Generative AI Features and Traditional AI Features made available or used by Tilt part of the Services, whether such functionality is customer-facing or used internally by Tilt to provide or support the Services.
- **"AI Subprocessors"** means third-party vendors engaged by Tilt to provide or support AI Features, as listed at [Tilt's Trust Center Subprocessor List](), as updated from time to time.
- **"Agreement"** means the currently effective [Customer Terms of Service]() or Master Services Agreement between Tilt and Customer as well as any Order Forms or Renewals.
- **"Customer Data"** has the meaning set forth in the Agreement.
- **"Generative AI Features"** means means artificial intelligence systems that generate new content, text, audio, or other materials in response to prompts or inputs, including large language models, voice agents, content generation tools, and other AI systems that create novel Outputs, whether developed by Tilt or provided through third-party subprocessors.
- **"Input"** means any data, information, prompts, or materials submitted by or on behalf of Customer or its Users to the AI Features.
- **"Output"** means any data, information, or materials generated by the AI Features in response to Input.
- **"Traditional AI Features"** means machine learning models, predictive analytics, automated decision-making systems, and rule-based automation used for classification, prediction, workflow automation, or other deterministic processing, whether developed by Tilt or provided through third-party subprocessors.

1.2. Scope.
This Addendum governs Customer's and its Users' access to and use of AI Features provided by Tilt, whether included in the core Services or made available as add-on, beta, or supplemental features, and applies to all use of AI Features during the Subscription Term.

2. Use of AI Features & Data Use

2.1. Permitted Use.
Customer and its Users may access and use the AI Features solely for Customer's internal business purposes and in accordance with the Agreement and this Addendum. Use of AI Features may be subject to usage limitations or restrictions communicated by Tilt.

2.2. Data Processing for Service Delivery.
Tilt and its AI Subprocessors may process Customer Data, Inputs, and Outputs solely as necessary to provide, maintain, support, and improve the Services and AI Features, but not for the purpose of training or improving any artificial intelligence or machine learning models, except as expressly permitted in Section 2.3 below. Tilt will protect all Customer Data, Inputs, and Outputs processed through the AI Features in accordance with the same technical and organizational safeguards described in the Data Processing Agreement, including encryption, access controls, and monitoring consistent with industry leading practices

2.3. No Model Training Without Consent.
   (a) Tilt will not use Customer Data, Inputs, or Outputs to train or improve any Generative AI Features unless Customer provides explicit, prior written consent. Any such consent must (a) be in writing and (b) specify the scope, duration, and permitted purposes of such use. Absent such written consent, all Customer Data, Inputs, and Outputs will be excluded from any model training or improvement activities by Tilt. For Traditional AI Features, Tilt may use Customer Data as necessary to provide, maintain, support and improve the Services in accordance with the Agreement.

   (b) Tilt will configure AI Subprocessors to use the most protective data handling settings available, including opting out of model training where such options exist. However, AI Subprocessors may update their AI services, data handling practices, and model training policies from time to time. Customer should independently review the current practices of AI Subprocessors as listed at Tilt's Trust Center [Subprocessor List](#).

2.4. Use of Anonymized/De-Identified Data.
Notwithstanding the foregoing, Tilt may collect, aggregate, and analyze anonymized or de-identified data relating to Customer's and Users' use of the AI Features ("**AI Usage Data**"), provided such data does not identify Customer, its Users, or any individual. Tilt may use AI

Usage Data to analyze, support, develop, operate, and improve the Services and AI Features, and for other lawful business purposes, including generating industry benchmarks or best practice guidance, in accordance with the Agreement.

2.5. Transparency and Subprocessor List.

Tilt will maintain an up-to-date list of its AI Subprocessors at https://trust.hellotilt.com/subprocessors. Customer is responsible for reviewing this list to stay informed of the subprocessors involved in providing AI Features.

2.6. Customer Responsibilities.

Customer is responsible for ensuring that all Inputs provided to the AI Features comply with applicable laws and do not infringe the rights of any third party. Customer must not use the AI Features in any manner prohibited by the Agreement or this Addendum.

2.7. AI Incident Notification.

Tilt will notify Customer of any confirmed security incident involving unauthorized access to or disclosure of Customer Data, Inputs, or Outputs processed through AI Features, in accordance with the Data Processing Agreement.

3. Acceptable Use and Restrictions

3.1. No Automated Decision-Making with Legal Effect.

AI Features will not be used by Tilt to make, or be a substantial factor in making, any decisions that have legal or similarly significant effects on individuals as determined under applicable federal, state, and local laws, including employment, benefits, or eligibility determinations, without meaningful human review and intervention.

3.2. No Discriminatory or Harmful Use.

Neither Tilt nor Customer will use the AI Features for any unlawful, discriminatory, harassing, harmful, or unethical purposes, including but not limited to generating content or making decisions that result in or could reasonably be construed as resulting in discrimination, bias, or unfair treatment.

3.3. Human-in-the-Loop Requirement.

All use of AI Features in connection with the Services will include meaningful human oversight, Tilt and Customer each remain responsible for ensuring that any reliance on Outputs in making business or employment-related decisions includes appropriate human review and validation based on the particular AI Feature being utilized and the level of risk associated with the Output.

3.4. Additional Restrictions.

Customer and its Users shall not:

- Use the AI Features or Outputs to infringe any third-party rights, including intellectual property or privacy rights;
- Use the AI Features or Outputs to develop, train, or improve any AI or machine learning models (other than as expressly permitted by Tilt in writing);
- Use AI Features or Outputs in violation of any applicable laws, including laws relating to intellectual property, data protection, and the ethical use of synthetic or AI-generated content.
- Represent any Output as being approved or vetted by Tilt, or as an original work or a wholly human-generated work;
- Attempt to reverse engineer, discover, or exfiltrate the underlying models, algorithms, or systems of the AI Features;
- Circumvent, disable, or interfere with any content filters, restrictions, or safety systems implemented by Tilt or its AI Subprocessors.

4. Ownership of Inputs, Outputs, and Intellectual Property

4.1. Ownership of Inputs.

As between the parties, Customer retains all right, title, and interest in and to all Inputs submitted to the AI Features, subject to the rights granted to Tilt in the Agreement and this Addendum.

4.2. Ownership and Rights to Outputs.

As between the parties, Customer owns all right, title, and interest in and to the Outputs generated by Generative AI Features in direct response to Customer's Inputs, to the extent permitted by applicable law. Tilt hereby assigns to Customer any right, title, or interest it may have in such customer-generated Outputs, except that Outputs may not be protectable as intellectual property under applicable law. Customer grants Tilt the same rights to use such Outputs as Customer grants to Tilt for Customer Data under the Agreement, including to provide, maintain, support, and improve the Services. Tilt retains all right, title, and interest in Outputs generated by AI Features for Tilt's internal business operations or from Tilt's proprietary data.

4.3. Provider IP.

Notwithstanding the foregoing, Tilt and its licensors retain all right, title, and interest in and to the AI Features, underlying models, algorithms, software, and all intellectual property and

proprietary rights therein. No rights are granted to Customer except as expressly set forth in the Agreement and this Addendum.

4.4. Pre-Existing and Third-Party Content.

Outputs may incorporate or reflect pre-existing Tilt Content or third-party content (including content from AI Subprocessors). Customer's rights in such Outputs are subject to the rights of Tilt and any applicable third parties in such pre-existing or third-party content.

4.5. Similarity of Outputs.

Customer acknowledges that due to the nature of AI and machine learning, Outputs generated for Customer may be similar or identical to outputs generated for other customers. Tilt does not guarantee that Outputs will be unique or free from similarity to content generated for others.

4.6. Customer Representations.

Customer represents and warrants that it has all necessary rights, consents, and permissions to provide Inputs and to use Outputs as contemplated by the Agreement and this Addendum.

4.7. No Warranty of Output IP.

Tilt does not warrant that Outputs will be eligible for copyright, trademark, or other intellectual property protection, or that Outputs will not infringe, misappropriate, or otherwise violate the rights of any third party. Customer acknowledges that Outputs may be partially generated using third-party model weights, training data, or public content over which Tilt has no ownership or control.

5. Disclaimers & Limitations of Liability

5.1. Nature of AI Outputs.
Customer acknowledges and agrees that AI Features use machine learning models that generate outputs based on patterns in data and probabilistic algorithms. As a result, Outputs may be inaccurate, incomplete, inappropriate, offensive, or duplicative of content generated for others. Outputs are not tested, verified, endorsed, or guaranteed to be accurate, complete, or current by Tilt or its AI Subprocessors. Outputs are provided for informational purposes only and do not constitute legal, compliance, or employment advice. Customer is solely responsible for independently reviewing and verifying all Outputs before relying on them for any purpose.

5.2. No Warranties for Outputs.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, TILT AND ITS AI SUBPROCESSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE,

INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT OUTPUTS WILL BE ERROR-FREE OR SUITABLE FOR CUSTOMER'S INTENDED USE.

5.3. No Indemnity or Liability for Outputs.

Tilt does not represent or warrant that Outputs or AI Features do not incorporate or reflect third-party content or materials, or that Outputs or AI Features will not infringe, misappropriate, or otherwise violate third-party intellectual property or other rights. Tilt will not defend, indemnify, or hold Customer harmless against any claims arising from or related to Outputs or AI Features, including claims of intellectual property infringement or misappropriation.

5.4. Limitation of Liability.

The disclaimers and limitations of liability set forth in the Agreement (including Sections 10 and 11 of the Tilt Customer Terms of Service) apply in full to the AI Features and Outputs. In no event will Tilt or its AI Subprocessors be liable for any indirect, incidental, punitive, or consequential damages, or loss of profits, revenue, data, or business opportunities arising out of or related to the use of AI Features or Outputs, even if advised of the possibility of such damages. The aggregate liability of Tilt and its AI Subprocessors will not exceed the aggregate liability amounts set forth in the Agreement.

5.5. Third-Party Terms.

Customer agrees to comply with any third-party terms and conditions applicable to the AI Features or Outputs, including those of AI Subprocessors as listed at [Tilt's Trust Center Subprocessor List](#).

5.6 AI Regulatory Compliance.

The parties acknowledge that AI-related laws and regulations are rapidly evolving at federal, state, and local levels. While Tilt will make commercially reasonable efforts to comply with applicable AI laws and regulations as they develop, Customer acknowledges that the regulatory landscape for AI is uncertain and that compliance requirements may change. Customer agrees that Tilt's liability for any regulatory non-compliance will be subject to the limitations set forth in this Section 5 and the Agreement.

6. Order of Precedence, Updates, and Miscellaneous

6.1. Order of Precedence.

In the event of any conflict or inconsistency between this AI Addendum and the Agreement (including any incorporated documents such as the Data Processing Agreement or Order

Forms), the terms of this AI Addendum will control solely with respect to the use of AI Features. All other terms of the Agreement remain in full force and effect.

6.2. Updates to AI Features and Addendum.

Tilt may update or modify the Traditional AI Features as part of standard service improvements and Generative AI Features from time to time, including by adding, modifying, or discontinuing features. Tilt may also update this AI Addendum as its business evolves, by posting an updated version at https://hellotilt.com/ai-addendum or another designated URL. If Tilt determines, in its sole discretion, that a modification is material, Tilt will provide Customer with prior notice (which may be by email or through the Services). Continued use of the AI Features after the effective date of any update constitutes acceptance of the updated Addendum.

6.3. Survival.

Any provisions of this AI Addendum that by their nature should survive termination or expiration (including but not limited to sections on Ownership, Disclaimers, Limitations of Liability, and Miscellaneous) will survive termination or expiration of the Agreement or this Addendum.

6.4. Governing Law; Venue.

This AI Addendum will be governed by and construed in accordance with the laws and venue provisions set forth in the Agreement.

6.5. Notices.

Notices under this AI Addendum should be provided in accordance with the notice provisions of the Agreement.

6.6. Entire Agreement.

This AI Addendum, together with the Agreement and any incorporated documents, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

Effective Date: October 24, 2025