



SugarAI AI Supplemental Terms

These SugarAI AI Supplemental Terms (these “**Terms**”) are incorporated into and supplements the Customer Terms of Service, Master Subscription Agreement or similar agreement entered between the SugarAI group company (“**Sugar**”) and Customer identified therein (the “**Agreement**”). These Terms govern Customer's access to and use of AI made available as part of the Application Services. In the event of a conflict between these Terms and the Agreement with respect to such functionality, these Terms control. In all other respects, the Agreement governs. Capitalized terms used and not defined herein have the meanings given to them in the Agreement.

1. **Applicability.** These Terms apply to Customer's access to and use of AI that Sugar makes available as part of the Application Services, whether included in the Application Services or offered as an optional feature or add-on.
2. **Usage.** Customer's use of AI is intended to support ordinary business use. Sugar may establish and modify reasonable usage thresholds for such functionality to account for evolving product capabilities, underlying technology, system capacity, and operating costs. If Customer exceeds applicable usage thresholds, Sugar may throttle requests, temporarily limit access to certain functionality, require the purchase of additional usage capacity or an applicable subscription tier, or take other reasonable measures necessary to protect the performance, security, and availability of the Services.
3. **Input and Output**
 - 3.1. Application Services, powered by AI, process Input and produce Output. Customer is solely responsible for all Input and Customer represents and warrants that it has all rights, licenses, permissions, and authority necessary to provide Input for processing by the Application Services.
 - 3.2. Application Services use AI that generate probabilistic Output. Although Sugar will continually work to improve the quality, accuracy, and reliability of the Application Services, Output may not always be accurate, complete, reliable, or suitable for Customer's intended use. Customer is solely responsible for evaluating the accuracy, legality, appropriateness, and suitability of all Output for its intended use, including applying human review where appropriate, before using, relying on, distributing, or sharing such Output.
 - 3.3. Customer further acknowledges that Output may not be unique and that the Application Services may generate the same or similar output for other customers in response to similar Inputs.
 - 3.4. Input and Output are considered Customer Data. Sugar retains all right, title, and interest in the Application Services, underlying AI, models, algorithms, software, prompts, technology, and related intellectual property.
 - 3.5. Neither Sugar nor its AI Providers use Customer Input or Output to train any third-party or publicly available AI models without Customer's prior consent. Customer Input and Output may be used to improve the Application Services solely within Customer's instance, and such improvements are logically isolated from other customers. Sugar may also use deidentified and aggregated information derived from Customer's use of the Application Services, including usage patterns, interactions, and output characteristics that do not identify Customer or any individual, to develop, improve, and support the Application Services and other Sugar products and services.
4. **Acceptable Use.** Customer will not use, or permit others to use, the Application Services to connect, integrate, or enable any Customer- owned, or third-party artificial intelligence system, agents, model context protocol connector (“MCP”), or similar technology to access or interact with the Services, APIs, MCPs, or Customer Data except through functionality expressly made available, supported, or approved by Sugar. Customer will not use any such technology to automate access to, retrieve data from, execute actions within, or otherwise interact with the Application Services in a manner not authorized by Sugar.
5. **Data Processing and AI Providers**
 - 5.1. Sugar engages AI Providers to support the Application Services and Sugar will require AI Providers to process Input in accordance with their applicable contractual obligations and Applicable Laws. Customer acknowledges and agrees that (i) Sugar may engage AI Providers as sub-processors, (ii) Input and Output will be shared with and processed by AI Providers, and (iii) Sugar may remove or replace AI Providers at any time. To see a list of our AI Providers, visit our sub-processor page located here: <https://sugarai.com/legal/sub-processors>.
 - 5.2. Sugar may enhance, replace, modify, or discontinue the underlying AI models used to provide the Application Services, provided such changes do not materially reduce the functionality of the Application Services during the applicable Subscription Term.
6. **Suspension.** Sugar may suspend Customer's access to Application Services in accordance with the Agreement, including where Customer's use presents material legal, security or reputational risk.
7. **Compliance**
 - 7.1. Sugar will comply with Applicable Laws governing the Application Services, including, where applicable, Regulation (EU) 2024/1689 (the EU AI Act), to the extent such laws impose obligations on Sugar in its capacity as provider of such Application Services.
 - 7.2. Nothing in this Agreement will be construed as expanding Sugar's statutory obligations under applicable AI laws.

8. Documentation

- 8.1. Sugar will make available its standard documentation describing the AI. Such documentation may include information regarding the intended purpose of the AI functionality, its principal capabilities, known limitations, and recommended conditions of use.
- 8.2. Sugar may update such documentation from time to time in accordance with its standard product lifecycle and documentation practices.
- 8.3. Sugar will have no obligation to provide internal technical documentation, source code, model documentation, regulatory filings, conformity assessment documentation or other Confidential Information.

9. **Disclaimer.** SUGAR DOES NOT WARRANT THAT OUTPUTS WILL BE ACCURATE, COMPLETE, ERROR-FREE, UNIQUE, OR SUITABLE FOR CUSTOMER'S PARTICULAR PURPOSE OR THAT IT DOES NOT VIOLATE THIRD-PARTY RIGHTS OR APPLICABLE LAW.

10. **General.** Except as expressly modified by these Terms, the Agreement remains unchanged and in full force and effect.

11. Certain Definitions

- 11.1. **"AI"** means the artificial intelligence, machine learning, predictive analytics, generative AI, agentic, and other intelligent functionality made available by Sugar as part of the Application Services.
- 11.2. **"AI Providers"** means third-party service providers, foundation model providers, cloud providers, or other technology providers used by Sugar to provide or support the Application Services.
- 11.3. **"Input"** means any input, including but not limited to, Customer Data, prompts, content, instructions, files, or other information submitted by or on behalf of Customer or a Subscription User or made available to the Application Services.
- 11.4. **"Output"** means any output, including but not limited to, data, content, recommendations, summaries, analyses, predictions, or other results generated by the Application Services based on Customer's or a Subscription User's Input.