

AI Addendum to the Data Processing Agreement

This addendum (the "**Addendum**") is made as an addendum to the Data Processing Agreement and the Terms of Use between Analyzer and Customer. The Addendum only supplements the provisions of the Data Processing Agreement and the Terms of Use that otherwise remain effective as agreed between the Parties. The definitions used on the Data Processing Agreement and the Terms of Use shall have the same meaning in the Addendum, and the Addendum constitutes an integral part of the Data Processing Agreement between Analyzer and Customer, once Customer enables the AI Features and accepts the Addendum.

The AI Features includes a chatbased survey creation that is provided in connection with Analyzer's survey tool (the "**AI Features**"). Use of the AI Features may entail Processing of Personal Data by Analyzer and is subject to the Data Processing Agreement in this regard.

OpenAI, L.L.C. and OpenAI OpCo, LLC ("**OpenAI**") are Sub-processors in relation to the Processing of Personal Data that takes place when the AI Features are used. OpenAI respects your ownership to and control of all data you share with OpenAI when using the AI Features. OpenAI does not sell or train on your data, and you own your inputs and outputs (where allowed by law). Further details about OpenAI's commitments may be seen [here](#).

Use of the AI Features is subject to OpenAI's terms and policies (including the terms of use and the service terms) as updated from time to time. OpenAI's current terms and policies may be accessed [here](#), and non-compliance with these terms and policies constitutes a material breach, cf. section 12 of Analyzer's Terms of Use. Customer is obligated to indemnify Analyzer in respect of any claims from OpenAI, its affiliates and/or licensors related to use of the AI Features in violation of OpenAI's terms and policies, and as further set out in clause 7 of OpenAI's [Terms of use](#) (and clause 10.2 OpenAI's [Business Terms](#)). All rights to the Customer Content (defined as Input and Output in OpenAI's [Terms of use](#)) belongs to the Customer in accordance with section 8 of Analyzer's Terms of Use. Where Personal Data is processed when using the AI Features, the use may entail transfers of Personal Data to third countries subject to the Standard Contractual Clauses at further set out in OpenAI's [Data Processing Addendum](#). The Customer may at any time deactivate the AI Features, whereby OpenAI ceases to be Sub-processors pursuant to the Addendum.