

AI Services Addendum

This AI Services Addendum (this “*AI Addendum*”) applies exclusively where Customer is using AI Services, as defined below. Subject to the foregoing, this AI Addendum forms a part of the [Master Subscription Agreement](#) (“*MSA*”) or other written or electronic services or subscription agreement (as applicable, the “*Agreement*”) between Pinecone Systems, Inc., a Delaware (USA) corporation (“*Pinecone*”), and the customer for Pinecone’s Services (“*Customer*”).

1. Definitions. Capitalized terms not defined in this AI Addendum shall have the respective meanings assigned to them in the Agreement, provided that if a capitalized term is not defined in this AI Addendum or the Agreement, such term shall have the meaning assigned to it in the MSA.

“*AI Services*” means Pinecone Assistant and other Services or Service features that incorporate or use Models, or that are otherwise identified in the Documentation from time to time as covered AI Services using artificial, machine learning or similar technologies.

“*EU AI Act*” means the Artificial Intelligence Act ((EU) 2024/1689).

“*Input*” means content submitted by or on behalf of Customer or its End Users to AI Services.

“*Model*” means an artificial intelligence model powering AI Services that is developed, trained or fine-tuned by Pinecone and/or licensed or acquired by Pinecone from a third party.

“*Output*” means results generated by, and provided to Customer through, AI Services based on Inputs.

2. Inputs. Inputs are Customer Data under the Agreement. Without limiting the foregoing, Customer: (a) is responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of Inputs; (b) must take into account the sensitivity of potential Inputs prior to submission; (c) must limit any Personal Information in Inputs in accordance with Applicable Laws and the Agreement; and (d) must in no event include Restricted Information in Inputs.

3. Processing. Except as otherwise provided in this AI Addendum, all Inputs will be processed according to the Agreement, including, as applicable, the [Data Processing Addendum](#). AI Services leverage Models hosted by one or more of the Cloud Providers identified as Subprocessors in the DPA and, subject to the Agreement, additional Subprocessors may be added to support the provision of AI Services from time to time.

4. Outputs. Outputs are Customer Data under the Agreement. To the extent Pinecone has ownership rights in Outputs, Pinecone hereby assigns those rights to Customer. Due to the nature of machine learning and the technology powering AI Services, Outputs may not be unique to Customer or its End Users, may contain material inaccuracies, and may not reflect correct, current, or complete information. Customer is solely responsible for developing its own internal policies and procedures regarding the appropriate use of AI Services. Customer agrees: (a) not to mislead anyone that Output is human generated; (b) not to rely, or encourage others to rely, on any Outputs without independently evaluating their accuracy and appropriateness of use, including by using human review; (c) not to attempt to generate Outputs that contain Personal Information; and (d) that Outputs do not represent the views of Pinecone, its licensors or service providers.

5. Data Use. Customer Data (including Inputs and Outputs) may only be used by Pinecone as provided in the Agreement. For the avoidance of doubt, Pinecone will not use Customer Data to train, retrain or fine-tune any Model that Pinecone makes available to other Pinecone customers.

6. AI Service Restrictions.

6.1. Customer shall not, and shall not permit End Users to, use AI Services or any Outputs: (a) to infringe, violate or misappropriate rights of privacy or publicity, or Intellectual Property Rights, of others; (b) to develop data sets, foundation models or other large scale models that compete with Pinecone or AI Services; (c) to reverse engineer, extract, or discover an AI Service’s data, Models, weights, algorithms, safety features or operation; (d) to make automated decisions;

(e) to attempt to comply with legal obligations; and/or (f) in a manner that violates Applicable Laws, the [Acceptable Use Policy](#), or any technical documentation, usage guidelines or parameters.

6.2. Without limiting the foregoing, Customer shall not, and shall not permit End Users to, use any AI Service or any Outputs: (a) in any way that could pose a significant risk of harm to the health, safety, or fundamental rights of others; (b) for “prohibited AI practices” under the EU AI Act; (c) in any way that could cause the AI Service to be classified as a “high-risk AI system” under the EU AI Act; (d) in violation of the [Microsoft Generative AI Services Code of Conduct](#), where Customer is using an AI Service that leverages Models provided and hosted by Microsoft Azure; or (e) in violation of the [Cohere Model Responsible Usage Policy](#) where Customer is using an AI Service that leverages Models from Cohere.

7. **Scope.** For the avoidance of doubt, and notwithstanding any provision in this AI Addendum or the Agreement to the contrary: (a) the terms and conditions of this AI Addendum are “Supplemental Terms” under the Agreement; (b) any AI Services that are not generally available are “Preview Offerings” under, and subject to, the MSA; (c) Customer will be charged for its use of AI Services in accordance with the Agreement, [Pricing Page](#), and applicable Order(s); (d) Outputs are Customer Data, not Services, and Pinecone’s indemnification obligations under the Agreement do not apply to Outputs; and (e) unless otherwise agreed separately in writing by Pinecone and Customer after the “Last updated” date listed above, AI Services are not in scope under any BAA outstanding between the Parties.

8. **General.** This AI Addendum, together with the Agreement (and the terms incorporated therein), is the complete and exclusive statement of the mutual understanding of the Parties, and supersedes all communications and agreements between the Parties (oral or written) relating to, the subject matter of this AI Addendum. In the event of any conflict between this AI Addendum and the Agreement, this AI Addendum will control with respect to the subject matter of this AI Addendum. Pinecone may modify this AI Addendum from time to time by posting a revised version at <https://www.pinecone.io/legal/>.