

Before	After
Applicable until December 23, 2025	Reason for Change Effective from December 24, 2025
Title Terms of Use for " <u>Motivation Cloud</u> " Services	Service Name Change Title Terms of Use for " <u>Motivation Cloud Engagement</u> " Services *The above changes shall apply uniformly to all provisions.
Article 3.3 When using the functions on this service using "OpenAI API" (in case the service name "OpenAI API" has been changed, the service after such change) provided by OpenAI (hereinafter referred to as "AI functions"), Users shall be responsible for his/her own acts of using AI functions and any other acts incidental thereto (including the act of providing OpenAI with the user's data), as well as any and all consequences arising from such acts for which Users shall be liable for all legal and other responsibilities. The OpenAI API data usage policies shall apply to such use. [OpenAI API data usage policies] : <a href="https://openai.com/policies/api-data-usage-policies">https://openai.com/policies/api-data-usage-policies</a>	Wording revision Article 3.3 When using any functionality of the Services that relies on services provided by a third-party generative AI service provider (a "Generative AI Provider," including any service that has been renamed), the User is solely responsible for the User's acts of using such functionality and for any acts incidental thereto (including providing the User's data to the Generative AI Provider), as well as for any and all consequences arising therefrom. The terms, usage policies and other rules of the applicable Generative AI Provider(s) (collectively, the "Generative AI Terms") apply to such use. [Generative AI Terms] : <a href="https://motivationcloud.zendesk.com/hc/en-us/articles/50735750384793">https://motivationcloud.zendesk.com/hc/en-us/articles/50735750384793</a>
Article 10. (6) Users shall not input into any generative AI any of LMI's ideas, know-how, or other information disclosed through the use of the Service, or any information contained in documents, data, etc. provided by LMI incidental to the Service, during or after the term of the User Agreement. (7) Users shall not use AI functions in a manner that violates OpenAI Usage Policies. [OpenAI usage policies] : <a href="https://openai.com/policies/usage-policies">https://openai.com/policies/usage-policies</a>	Wording revision Article 10. (5) Users shall not, during the term of the User Agreement and after its termination, use for machine learning any of LMI's ideas, know-how or other information disclosed through the use of the Services, or any information contained in documents, data, and the like provided by LMI incidental to the Services. (6) Users shall not use the AI functions in any manner that violates the Generative AI Terms. [Generative AI Terms] : <a href="https://motivationcloud.zendesk.com/hc/en-us/articles/50735750384793">https://motivationcloud.zendesk.com/hc/en-us/articles/50735750384793</a>
Article 10. (5) Users shall neither develop nor provide an organization diagnostic system using the Intellectual Property Rights (defined below), know-how, or the like related to the Services;	Relocation Subsequent article renumbering Article 11. Users shall not develop or provide any organizational diagnostic system using the Intellectual Property Rights (defined below), know-how or other information related to the Services.
Article 11. 6. Users understand and acknowledge that LMI uses Google Analytics to determine Users' usage environments and that Google Analytics uses cookies to collect information about a User's use of the Services, excluding information identifying an individual. This usage information is managed pursuant to Google LLC's privacy policy. LMI shall not be liable for damages incurred due to the use of Google Analytics. Google Analytics' Terms of Service and Google LLC's Privacy Policy are as follows: [Google Analytics' Terms of Service]: <a href="https://marketingplatform.google.com/about/analytics/terms/us/">https://marketingplatform.google.com/about/analytics/terms/us/</a> [Google LLC's Privacy Policy]: <a href="https://policies.google.com/privacy?hl=en">https://policies.google.com/privacy?hl=en</a>	Deletion (Deletion)
Article 17.2 (5) LMI is unable to provide the Services in whole or in part due to a defect in the User's internet-connection services, another impediment to the User's internet connection, a defect of the telecommunications services provided by the User's telecommunications carrier, a defect of the OpenAI API provided by OpenAI, illegal access, interference with the Services, or a computer virus or other third party's wrongful act; or	Wording revision Article 18.2 (5) LMI is unable to provide the Services in whole or in part due to a defect in the User's connection services, another impediment to the User's connection environment, a defect in the telecommunications services provided by the User's telecommunications carrier, a defect in services provided by a Generative AI Provider, illegal access, interference with the Services, or a computer virus or other wrongful act by a third party; or