FREDHOPPER AI ADDENDUM

The following Fredhopper AI Addendum ("**AI Addendum**") is added to and becomes part of the applicable Global Master Services Agreement, or other licensing agreement in place between Rezolve Ai and Client governing access to and use of the Services ("**Agreement**"). Capitalized terms not defined in this AI Addendum have the meaning given in the Agreement. This AI Addendum is effective as of the date that the Agreement or Order Form has been signed by both Parties ("Effective Date").

1. Applicability and Scope of the AI Addendum.

The AI Addendum applies to Fredhopper's AI features and capabilities as provided to Client by Rezolve Ai as part of the Services. The AI Addendum does not modify, and prevails in the event of conflict over, the Agreement. Termination of this Addendum will not cause termination of the Agreement or any other services.

2. Inputs and Outputs

a) The AI Functionality may require Client to provide Input, which will be used by the AI Functionality to generate Output. As between Rezolve Ai and Client, Client retains its ownership rights in Input and owns the Output, to the extent permitted by Applicable Law. Rezolve Ai additionally assigns all its right, title, and interest, if any, in and to Output.

b) AI Functionality may include features which are powered by AI models operated by a third-party provider, in which case Client permits the relevant third-party provider of such AI Functionality to use Inputs and Outputs or other Client Data submitted to the AI Functionality as necessary to provide and maintain the AI Functionality, comply with applicable laws, and enforce its policies. Information on third-party providers supporting the AI functionality can be found in the Sub-Processor List on the Governance Center.

c) Where Inputs and Outputs are submitted to a third-party provider, those Inputs and Outputs may be retained temporarily by the third-party provider as part of the operation of their service.

d) Any third-party provider of AI Functionality shall act as a Sub-processor of Client Data submitted to the relevant AI Functionality, including Personal Data that may be contained in Inputs or other Client Data. All processing of Client Data will be governed by the DPA in place between Rezolve Ai and Client. In this Addendum, "**Sub-Processor**" and "**Personal Data**" shall have the meanings given to them in the DPA.

3. **Responsibility for Inputs and Outputs.**

a) The Outputs are generated based on a statistical analysis of the source content provided by Client, without any detailed understanding of the source content. Client acknowledges that all results depend on the quality of the source content, and results may be inaccurate, incomplete, unexpected or unfaithful to the provided source content, or may contain biases.

b) Client is solely responsible for (i) the accuracy and quality of any Inputs; (ii) verifying and validating the accuracy of any Outputs, and (iii) any decision, action or omitted action based on any Outputs.

c) Client acknowledges and agrees that the AI Functionality may produce outputs that could inadvertently infringe upon third-party intellectual property rights. Client is solely responsible for ensuring that their use of the Outputs complies with all applicable intellectual property laws and regulations.

4.**Third-party Outputs.** Client acknowledges that third parties may submit information or materials that generate output that is identical or similar to the Outputs. Client has no right, Title Or Interest In Or To Any Third-party Outputs.

5. **Retrieval.** Any obligations on Rezolve Ai in the Agreement to make Client Data available for retrieval, assist with retrieval and destroy Client Data will not apply to the Inputs and Outputs. Inputs and Outputs are retained during the applicable Session. Rezolve Ai may retain Inputs and Outputs for quality assurance purposes.

5. **Training.** Rezolve Ai agrees that any data used for training, improving, or refining the AI-models under this Agreement shall be limited solely to data or other materials provided by or collected from the Client. Rezolve Ai shall not use any third-party data, aggregated data, or data from any other clients or external sources for training, modifying, or enhancing the AI models related to the services provided to the Client in violation of any third-party rights. The materials and data of the Client may only be used for the purpose of training and improving AI models specifically for the Client and shall not be used for any other purpose, including but not limited to developing, training, or enhancing AI models for other clients or for Rezolve Ai's own general use.

6. **Liability.** Rezolve Ai warrants that the use of artificial intelligence included in the services complies with all applicable laws, regulations, and industry standards. Notwithstanding the foregoing, to the maximum extent permitted by law and notwithstanding anything to the contrary in the Agreement, Rezolve Ai does not provide any representation, warranty, indemnification or other commitment of any kind regarding any AI Functionality (including, for sake of clarity, any Beta Generative AI Features, and including, without limitation, in relation to the accuracy, reliability or completeness of the Outputs and shall have no liability for any loss or damage caused by use of or reliance on any Outputs.

7.**Beta Version.** Where AI Functionality is provided free of charge and/or as new features or functionality identified as beta or early access "Beta Version"), the following applies: (i) Rezolve Ai may at any time, upon reasonable notice to Client, introduce fees for continued use of such Beta Version; (ii) Rezolve Ai is under no obligation to develop, release, make generally available or commercially offer a final product based on the Beta Version; (iii) Rezolve Ai may, at any time and without liability, suspend or terminate access to, modify, replace or discontinue any part or feature of the Beta Version; and (iv) Rezolve Ai disclaims all liabilities and excludes any warranties or indemnities in re, except as provided by applicable laws.

8. **Suspension and Termination**

a) Rezolve Ai may, without liability, suspend or terminate access to the AI Functionality immediately upon notice to Client. In the case of termination by Rezolve Ai, Rezolve Ai will

refund any pre-paid fees for the AI Functionality from the date of termination on a pro rata basis.

b) Client will not be entitled to a refund of prepaid fees where any such suspension or termination arises from breach of the Agreement by Client.

DEFINTIONS

“AI Functionality” means any features or parts of the Services, including any of Rezolve Ai’s AI tools, that make use of large language models or other machine learning and/or artificial intelligence to generate Output, which display significant generality and are capable to competently perform a wide range of distinct tasks, including when trained with a large amount of data using self-supervision at scale, and that can be integrated into a variety of downstream systems or applications.

“Input(s)” means any data, content or materials that Client submits to Rezolve Ai’s AI Functionality, such as documents, images, or text to receive the Output.

“Output(s)” means the resulting image, text, text effects, audio file, video file, recommendations or any other content, which is provided to Client within the Services and/or Rezolve Ai’s AI Functionality based on the Inputs.

"**Session**" means a temporary, interactive data exchange between the Client’s browser and the server powering the AI Functionality.

Exhibit A – AI Feature Specifications

For the purposes of its AI Search and Visual Recommendations products, Rezolve Ai explicitly requests that the Client does not disclose any direct identifiers.

The Client provides Rezolve Ai with data on the User Profile Session and the session Activities. Each User Profile Session is assigned a randomly generated Profile ID by the Client prior to the data being shared with Rezolve Ai.

This Profile ID may be considered as personal data in the hands of the Client. However, for Rezolve Ai's purposes, this Profile ID is effectively a meaningless session identifier and has no linkability[1] to any other dataset processed by Rezolve Ai that could permit identification of an individual.

In the event that Rezolve Ai is in receipt of usernames, emails or passwords, these are always hashed by the Client before sharing with Rezolve Ai and received in an unidentifiable form. Rezolve Ai do not have access to the Client's hashing algorithm in these circumstances and therefore the encryption can be considered irreversible.

On this basis, Rezolve Ai considers the following with respect to the data processed for its AI Search and Visual Recommendations products:

- There is no additional information available to Rezolve Ai that may enable identification through correlation and no reasonable means through which Rezolve Ai could access additional information
- There are no techniques available to Rezolve Ai that enable identification from the information in question through individualization or inference

The risk of re-identification with reasonable means is nil, meaning the data can be considered anonymized and is therefore not personal data.

AI Search

AI Search is a complementary search capability within Fredhopper that targets "long tail" search queries — complex searches with uncommon descriptions and terminology that represent approximately 40% of all shopper searches. It reduces zero-result searches and improves the relevance of results for these complex queries.

The AI Search service consists of several component algorithms: Product Fingerprinting, Semantic Indexing, and a Lookup Algorithm. The algorithm is self-learning: it refines product fingerprints based on shopper behavioural data (clicks, searches, add-to-basket, purchases) when available. Shopper data is not required — the algorithm functions on catalogue data alone.

[1] Linkability is the concept of combining multiple records about the same individual or group of individuals together. These records may be in a single system or across different systems (eg within one database, or in two or more different databases).

There are two types of models utilized for AI Search:

• Proprietary models are hosted and maintained by Rezolve Ai. These are trained on customer catalogue data and shopper behavior analytics where applicable.

• A third-party provider is utilized to reduce the onboarding efforts and model fine-tuning as well as for quality assurance purpose.

AI Search processes the following customer data:

• Product catalogue data: images, textual descriptions, categories, labels, textual attributes, prices

• Shopper behavioural data (optional): search queries, click-through events, add-to-basket actions, purchase events

All data is processed within Fredhopper's cloud infrastructure. When the Semantic Search model is active, search queries are processed through a third-party provider for language understanding. No customer data is used to train the third-party provider's foundation models. More information on the third-party provider can be found on the Governance Center.

Visual Recommendations

Visual Recommendations automatically processes product imagery and produces recommendations by tailoring merchandising strategies, replicating and adapting them across multiple sites.

The Customer sends product data, enriched with URLs to related product or outfit images, to the data pipeline. The data pipeline passes the data to the Visual Recommendations service. It processes all related imagery and image data, looking for visual similarities. The service generates a data feed of products and matching recommendations (meta data) and passes it back to the data pipeline.

All recommendations produced by the service are based on the catalogue data from the penultimate full data processing update (full re-index).

Visual Recommendations processes the following customer data:

• Product catalogue data: images, textual descriptions, categories, labels, textual attributes, prices

AI Scores

AI Scores is a custom scoring and ranking capability that identifies relevant customer activities and signals throughout the shopper journey to define behavioural patterns and segmentation. It uses proprietary algorithm-driven models to deliver personalised rankings and recommendations at each step of the customer journey.

AI Scores processes the following customer data:

• Shopper behavioural data: clicks, searches, page views, add-to-basket, purchases (captured via JavaScript tracker)

• Product catalogue attributes: categories, prices, stock levels, margins, and other product metadata

All data processing is performed entirely within Rezolve Ai's proprietary infrastructure. No customer data is transmitted to any third-party AI service. Models are hosted, trained, and fine-tuned internally.

Shop-the-Look (STL)

Shop-the-Look feature automates Shop-the-Look or Complete The Look recommendations next to a source product on Product Detail Pages (PDPs). For Shop-the-Look recommendations, the service breaks down the editorial image to its components and looks for product images that match them visually.

Shop-the-Look is a 4 step process, consisting of a few AI models that:

- identify fully body model image
- identify the garments in the images
- enrich the garment data with keywords
- recommends appropriate accompanying STL products to shoppers

Shop-the-Look processes the following customer data:

- Product catalogue data: short description, description, named attributes, category, gender, color

Merchandising Agent (Hopper)

Merchandising Agent (Hopper) is a conversational AI assistant that helps Customers understand, configure and optimize Fredhopper business rules (merchandising, search, facets, campaigns, synonyms, ranking rules, result modifications, ranking cocktails, and visual merchandising) within Merchandising Studio. It is developed using Rezolve Ai's internal product documentation and best-practice guidance documents.

The Merchandising Agent operates using in-session conversational context only. It does not retain conversational memory between user sessions, and each new session starts without knowledge of previous conversations. No customer data integration or indexing is required to use this feature.

The Merchandising AI Agent is powered by a third-party large language model (LLM). This means that text entered into the chat interface is processed by an external AI provider. Customers are responsible for the information they submit and should not enter personally identifiable information (PII), confidential business data, or sensitive commercial details into the chat.

Merchandising agent processes the following customer data:

- Any data voluntarily entered by the Customer into the chat interface, such as text and images;
- Conversation history within the current chat session;

- Technical metadata required to operate the service, such as timestamps and usage information

Some data may be retained for monitoring, analytics, troubleshooting, and product improvement purposes. However, conversational context is not retained by the Merchandising Agent between user sessions and is not used to provide memory across sessions.

Rezolve Ai may retain the following Merchandising Agent conversation data:

- User prompts and AI-generated responses;
- Usage and interaction metrics;
- Technical logs and diagnostic information;
- Performance and quality metrics relating to the use of the feature.

Third-Party Sub-Processor Summary

Product or Service: **Fredhopper AI Features**

Feature	**Sub Processor Name**	**Location of Processing**	**Purpose of Sub Processor**
AI Search (Legacy / RNN)	None	N/A	N/A
AI Search (Semantic)	Google Vertex AI	Europe	Language model for semantic search understanding
Visual Recommendations	None	N/A	N/A
AI Scores	None	N/A	N/A
Shop-the-Look	Google Vertex AI	Europe	Language model for identifying visually similar products
Agentic Merchandising	Google Vertex AI	Europe	Language model for conversational search interactions

**Google Vertex AI is used solely for inference. Customer data is not used to train Google's foundation models. Data processing agreements with Google Cloud are in place and available upon request.*