

SERVICE SPECIFIC TERMS FOR AI STUDIO SERVICES (SST41809158)

Global Relay AI Studio is a proprietary data analytics application of Global Relay (“**AI Studio**”), available to Customer to be used with Archived Data in order to build AI Models (as defined below);

AI Studio can be used under the AI Studio Self-Serve model, whereby the Customer is able to directly access and use AI Studio to build models using their Archived Data, or under the AI Studio Professional Services model, whereby Global Relay builds models utilizing AI Studio and Archived Data extracts selected by Customer;

Global Relay makes AI Studio Services available on the terms set forth in the Agreement, including the applicable Order Form, the terms and conditions set forth herein (the “**Specification**”), and the Customer’s MTOS;

1. GENERAL SCOPE OF SERVICES

1.1 Services. Customer wishes to purchase either Global Relay AI Studio – Self-Serve Services (“AI Studio Self-Serve”) or Global Relay AI Studio – Professional Services (“AI Studio Professional Services”), or both (as set forth in the applicable Order Form) (collectively, the “AI Studio Services”), wherein, in the case of AI Studio Self-Serve, Customer (or, at Customer’s election, a third party disclosed to and accepted by Global Relay) will be permitted to use AI Studio to build, train, and evaluate artificial intelligence (“AI”) derived models (“Model(s)”) using Archived Data selected by Customer from its Global Relay A10 Archive (the “Approved Customer Data”), and in the case of AI Studio Professional Services, Global Relay will build, and train the Model(s) using AI Studio and Approved Customer Data.

1.2 Reservation of Rights in AI Studio and AI Studio Services. No rights or ownership in AI Studio or the AI Studio Services, express or implied, or any Intellectual Property Rights thereto are conveyed to Customer, other than the limited license stipulated herein. Global Relay is the exclusive owner and retains all right, title, and interest in and to AI Studio and the AI Studio Services and any related Intellectual Property Rights, including all goodwill and any derivative works thereof, and to anything developed or delivered in connection with the applicable Order Form, including but not limited to any Model(s), artifacts, AI, n-grams, data derivatives, meta data, data extracts or other information or tools derived from Approved Customer Data as part of the AI Studio Services, and any related documentation. Global Relay’s rights, title and interest in these items shall survive the termination of the applicable Order Form. For the avoidance of doubt, the AI Studio Services to be performed and any resultant work product to be developed under the applicable Order Form does not constitute a work for hire. Despite the foregoing, Global Relay will not use Approved Customer Data, other Customer Archived Data, or any

custom Models or other derivative works derived therefrom, other than in providing AI Studio Services or other Services to Customer, without consent of Customer.

1.3 License Grant and Consent to Use of Approved Customer Data.

1.3.1 With respect to the Model(s) developed in connection with the applicable Order Form, and subject to payment of the Fees in the applicable Order Form, Global Relay hereby grants to Customer, in accordance with the applicable Order Form and the Agreement:

1.3.1.1 Once enabled and for the duration of the Term, a limited, revocable, exclusive, non-sublicensable, non-transferable, paid license to run the Model(s) on incoming messages to Customer's Global Relay A10 Archive.

1.3.1.2 Once enabled and for the duration of the Term, a limited, irrevocable, exclusive, non-sublicensable, non-transferable license to use, view, and search the meta data generated from the enablement of the Model(s) (the "AI Meta Data") within Customer's Global Relay A10 Archive.

1.3.1.3 For clarity, No AI Meta Data or Model(s) may be shared or used by Customer outside of Customer's Global Relay A10 Archive and AI Studio.

1.3.2 Consent to Use of Approved Customer Data and Derivative Works. Where Customer has purchased AI Studio Professional Services, Customer consents to Global Relay viewing and utilizing the most frequent uni-grams, bi-grams, and tri-grams ("N-grams") in the Approved Customer Data, and other Customer Confidential Information made available to Global Relay by Customer relating to the provision of AI Studio Services, for the purpose of providing AI Studio Professional Services, including but not necessarily limited to building, training, testing, and re-training the Model(s).

1.3.3 Customer Content. For the purposes of the applicable Order Form, all Approved Customer Data remains Archived Data, subject to the restrictions on use in the MTOS, and subject to the rights of access and use agreed to and permitted herein. Global Relay acknowledges that all Approved Customer Data is proprietary to and exclusively owned by Customer.

2. RESPONSIBILITIES OF EACH PARTY:

2.1 Global Relay Responsibilities. Global Relay will perform the following work:

a) Training: Global Relay will provide Customers purchasing AI Studio Self-Serve with up to six (6) hours of training support to assist with basic setup and use of the AI Studio Self-Serve Services, via conference call or webinar. Additional training and support may be available as Professional Services.

b) Access to AI Studio: If Customer purchases AI Studio Self-Serve, Global Relay will provide Customer with access to AI Studio and Global Relay Archive features required to make Approved Customer Data accessible for use with AI Studio, for the duration of the Term and for the sole purpose of building, training, evaluating and, where permitted, enabling Model(s) utilizing Approved Customer Data.

c) Model(s): If Customer purchases AI Studio Professional Services, Global Relay will:

i. use commercially reasonable efforts to use Approved Customer Data to build, and train Model(s) for purposes stipulated and agreed to in the applicable Order Form, or otherwise in writing;

ii. provide updates and feedback to Customer during the Term with respect to the status and progress of building, training, re-training, and testing of Model(s); and

iii. in the event that Customer provides sufficient additional Approved Customer Data to allow for retraining of Model(s) pursuant to s. 2.2(a)(iii), and beginning in the month subsequent to the month in which the Verification Period set out in Section 3 has concluded, and thereafter up to once per calendar month for the remainder of the Term, retrain Model(s).

d) Enablement of Model(s): Upon approved instruction from Customer, Global Relay will enable the Model(s) in Customer's Global Relay A10 Archive. Alternatively, Global Relay may, in its discretion, require or permit Customers using AI Studio Self-Serve to enable their own Model(s) in Customer's Global Relay A10 Archive.

2.2 Customer Responsibilities. Customer will perform the following work:

a) Approved Customer Data:

i. Identify and compile a sufficient amount of Approved Customer Data so that Model(s) can be built, trained, and tested using AI Studio (for AI Studio Professional Services, such amount to be determined by Global Relay in its sole discretion, but, in any case, the amount of Approved Customer Data shall be no more than 50GB);

ii. Ensure Approved Customer Data: (a) is of sufficiently high-quality to permit AI Studio to build Model(s) meeting Customer's criteria for accuracy, precision, recall, and bias, or other criteria agreed to by Global Relay and that can be measured by AI Studio; (b) does not violate any Applicable Law, the terms of the applicable Order Form, or the MTOS, in terms of its content or use in association with AI Studio Services; and (c) does not infringe, violate, or misappropriate any rights of any third party; and

iii. If necessary, identify and compile a sufficient amount of additional Approved Customer Data to facilitate retraining of Model(s).

b) Model(s): If Customer purchases AI Studio Self-Serve, Customer (or, at Customer's election, a third party disclosed to and accepted by Global Relay), shall be solely responsible for completing all work required to build the Model(s) using AI Studio.

c) Assistance:

i. Provide, in a timely manner, appropriate access, assistance, instructions, and support resources, to the extent reasonably requested by Global Relay, and as reasonably required to permit Global Relay to provide the AI Studio Services under the applicable Order Form, including but not limited to by fulfilling the Customer Responsibilities stipulated herein, and, if applicable, providing additional technical and background information, documentation, data sources/formats, and other information reasonably requested by Global Relay;

ii. Respond promptly to all reasonable requests for information from Global Relay;

iii. Respond promptly to all reasonable directions provided by Global Relay as necessary to complete the work; and

d) Configure AI Studio Services, roles and entitlements in Service Manager per Global Relay's instructions, or if configuration services are provided by Global Relay under the applicable Order Form, provide information and instructions required by Global Relay to configure AI Studio Services.

2.3 Joint Work. The parties will work together in good faith to:

a) ensure that no identifiable individual person or persons becomes the target or subject of machine learning (or any Service hereunder).

b) where Customer has purchased AI Studio Professional Services, before work commences, and in a timely manner after the Effective Date of the applicable Order Form, complete a mutually agreed upon AI Studio Professional Services project plan in a form reasonably acceptable to both parties (email summary to suffice). The AI Studio Professional Services project plan will include, where applicable, and where not stipulated in the applicable Order Form, the estimated number of Model(s) to be built, the nature and purpose of Model(s), and the estimated timeline to build the Model(s).

2.4 Not in Scope:

Anything not explicitly set out in this Section 2, or in the AI Studio Professional Services project plan prepared under this Section 2, is not within scope of work for the applicable Order Form, and must be separately scoped and contracted for under additional Order Forms, if required by Customer.

3. ACCEPTANCE PERIOD AND VERIFICATION – AI STUDIO PROFESSIONAL SERVICES. The parties acknowledge that the success and efficacy of the Model(s) will depend on the quality of the Approved Customer Data. Where Customer purchases AI Studio Professional Services, and Global Relay is engaged to create a Model on behalf of Customer, Global Relay will notify Customer (which may be by email) when a Model has been completed. Such Model shall be accepted by Customer upon receipt of such notice from Global Relay. Within 30 days of receipt of the notification, Customer must review and verify the Model (the “Verification Period”). Customer will contact Global Relay promptly if there are any material issues with the Model, identifying any material issues. Global Relay will make commercially reasonable efforts to work with Customer to resolve any identified material issues. Customer acknowledges that such work will be billed as Professional Services and may result in additional Fees. If there are no issues reported to Global Relay within the Verification Period, the Model will be deemed successfully built. Global Relay will not be responsible for troubleshooting any Model after the Verification Period, other than the retraining deliverables set out in section 2.1(c)(iii). Approved Model(s) will only be enabled with Customer instructions to do so.

4. WARRANTIES AND DISCLAIMERS.

4.1 Global Relay represents and warrants that it uses Artificial Intelligence, Machine Learning, and Advanced Analytics (“AI/ML/AA”), including offering AI Studio and AI Studio Services, to enhance the function of its Archive platform. AI/ML/AA is used by Global Relay, including Models created with AI Studio, as an analytics tool and not to make any automated decisions in regard to the rights of an identifiable natural person (a “Data Subject”). Customer is responsible for ensuring its use of the AI Studio Services complies with Applicable Law, including but not limited to Customer’s use of any Model(s), use of Approved Customer Data for AI Studio Services, and use of AI Meta Data that employs personal information.

4.2 Global Relay makes no warranty as to the effectiveness, accuracy, functionality, correctness, impartiality, or content of the AI Studio Services, the Model(s), or the AI Meta Data. Outputs created using AI Studio Services are for informational purposes only. Global Relay cannot and does not guarantee that any of the AI Studio Services under the applicable Order Form will result in the successful creation of Model(s) and/or other AI tools. Global Relay and its suppliers make no warranties, whether express, implied, statutory or otherwise with respect to AI Studio Services, except to the extent expressly required by law. Without limiting the generality of the foregoing, Customer expressly understands and agrees that Customer’s use of the AI Studio Services and Model(s), including any AI Meta Data derived therefrom, is at Customer’s sole risk. The AI Studio Services are provided by Global Relay, and accepted by Customer, on an “as is” and “as available” basis. Results and outcomes generated by AI/ML/AA are probabilistic and Customer should assess such results and outcomes for accuracy as

appropriate for Customer's use case, including by employing human review. Customer is solely responsible for all decisions made, advice given, and actions taken or failed to be taken based on Customer's use of the AI Studio Services, the Model(s), or the AI Meta Data. Customer acknowledges that the foregoing disclaimers equally apply to AI Studio Models and any pre-trained, out-of-the-box Global Relay Model(s) that Customer enables in its Global Relay Archive.

4.3 Except where expressly stated, and despite anything to the contrary in the Agreement, the AI Studio Services under the applicable Order Form are not supported or subject to any Service Level Agreements that have been (or may be) agreed between the parties.

5. RELEASE. Customer hereby releases Global Relay from and agrees to defend, indemnify, and hold harmless Global Relay, its affiliates, directors, employees, and agents from and against any claims, actions, suits, demands, proceedings (collectively, "Claims"), and damages, liabilities, obligations, costs, or expenses, including without limitation, reasonable legal fees (collectively "Damages"), in any way directly or indirectly, arising out of or resulting from Customer's use of AI Studio Services and Models, except to the extent such Claims result from the gross negligence or willful misconduct of Global Relay.

6. NO LIABILITY. Notwithstanding anything in the Agreement, and except as otherwise required by applicable law, Global Relay shall to the maximum extent permitted by law not be liable to Customer, or any other party (a "Person") for any Claims for any special, direct, indirect, incidental, consequential, or punitive damages (including loss of use, loss of production, loss of profits, loss of markets, economic loss, loss of goodwill, exemplary loss, anticipated or otherwise), that may be suffered or incurred by any Person, in any way directly or indirectly connected with, arising out of or resulting from any matter under or relating to the applicable Order Form. Global Relay shall have no obligation or liability to Customer if a governmental or regulatory action restricts access to or use of the AI Studio Services.

7. TERM. The Term, and renewal terms, are set out in the applicable Order Form. Any outstanding invoices at the expiry of the Term will continue to be owed by Customer, regardless of status of Model(s). Sections 4 (Warranties and Disclaimers), 5 (Release), and 6 (No Liability) will survive the expiry of the applicable Order Form or Agreement.

8. FEES. a) AI Studio Services: Global Relay will provide the AI Studio Services for the Fees stipulated in the applicable Order Form, which is quoted in USD. Customer is not entitled to any return of payment or forgiveness of payment in any event, including in the event that no Model(s) are successfully created. All Monthly Fees are invoiced and payable on Customer's ordinary billing schedule for other Services, commencing on the Effective Date of the applicable Order Form. All Professional Services hours are invoiced and payable on the Effective Date of the applicable Order Form. The minimum billable commitment of Customer for the Enablement

of Model(s) service is the total number of Users across Customer's Global Relay Archive(s), without reduction for any User duplication and subject to Global Relay's True-up rights. Customer is required to purchase (and, for the duration of the Term set out in the applicable Order Form, maintain) an AI Studio – Initial Licence; for Customers purchasing AI Studio-Self Serve, the AI Studio – Initial Licence will include access to AI Studio for one User for the purposes set out above at s. 2.1(b). b) AI Studio Professional Services: In addition to the terms at s. 8(a), the following applies if Customer purchases AI Studio Professional Services. All AI Studio Professional Services are subject to the Professional Services hourly fee, including but not necessarily limited to all work to develop, build, train, evaluate, test, implement, modify, or fix Model(s). Customer agrees and acknowledges that the number of Professional Services hours set out in the Fee Schedule is based on a best estimate and/or in accordance with the Customer budget, and may be subject to change depending on a number of unknown variables. Global Relay does not guarantee the accuracy of any estimate or that the AI Studio Professional Services can or will be completed within the hours purchased in the applicable Order Form. Customer hereby authorizes Global Relay to perform additional AI Studio Professional Services hours as required to perform the services set out at section 2.1, which will be billed to and payable by Customer.

9. AGREEMENT. All AI Studio Services are subject to the terms of the Agreement. Where applicable, AI Studio Services, or related Services, are also subject to Service Specific Terms, available here: <https://www.globalrelay.com/policies/service-specific-terms/>. All capitalized terms not otherwise defined in this Specification have the meaning ascribed to such terms in the MTOS, or if not defined in the MTOS, in the Standard Definitions located at: <https://www.globalrelay.com/policies/standard-definitions/>. To the extent of any conflict or inconsistency between the terms of this Specification and any other provision of the Agreement, unless it is expressly stated that the other provision of the Agreement is to have priority, the terms of this Specification will prevail with respect to the AI Studio Services.