**SPECIFICATION FOR OC API DELIVERY (INTEGRATOR) (SST42118944)**

The following Specification shall apply to any party developing and maintaining an integration between a Data Type and Global Relay's archiving functionality via the Open Connector API. Continued access and/or use of the Open Connector API constitutes acceptance of this Specification.

1. General

**1.1 Purpose**. Customer is seeking to develop, either in-house or via a third-party disclosed to and accepted by Global Relay, an integration (the "**Integration**") between a data type ("**Source Data**") and Global Relay's archiving functionality via the OC API in order to enable the transfer of Source Data belonging to Customer and/or business customers of both Customer and Global Relay (each, a "**Shared Customer**") from Customer to Global Relay for ingestion in Customer's and/or each Shared Customer's respective Global Relay Archive. Customer agrees to be responsible for setting up and delivering Source Data from Customer to the respective Global Relay Archives via the OC API delivery process ("**OC API Delivery**"). This specification (the "**Specification**"), which Global Relay may update from time to time, sets out the minimum requirements in order for Customer to setup the OC API Delivery so that Global Relay can receive and ingest the Source Data on behalf of Customer and/or Shared Customers. In addition to the governing Master Terms of Service, the following additional terms and conditions herein govern Customer's use of OC API Delivery in connection with the Global Relay Archive Services. To the extent of any conflict or inconsistency between any term of this Specification and any other term in the Agreement, unless expressly stated otherwise, the terms of this Specification will prevail.

**1.2 Criteria.** In order for the OC API Delivery to be activated, Customer must comply with the following (collectively, the "**Criteria**"):

a)  Customer will follow this Specification.

b)  Source Data is to be delivered (pushed) to Global Relay via authenticated OC REST API over TLS.

c)  Customer will maintain a Global Relay POC/UAT Sandbox Archive as provisioned by Global Relay available to ingest data sent via OC API Delivery. Customer will use its Global Relay POC/UAT Sandbox Archive for the sole purpose of developing, testing, initiating, and maintaining the OC API Delivery.

d)  In addition to section 4.5 of the Master Terms of Service, Customer must ensure that Source Data is from a legitimate source authenticated and determined to be safe and secure by Customer, acting reasonably and on appropriate due diligence; and that Source Data will contain no viruses, malware or other malicious code, or any unlawful

material, and the OC API Delivery may only be utilized for an acceptable use related to Customer's subscribed Services.

e) Where Customer is delivering Source Data belonging to Customer: Customer is responsible for the setup and delivery of Source Data to Global Relay, and will provide this delivery either directly or via another third party disclosed to and accepted by Global Relay; Customer has an existing Global Relay Archive available to ingest Customer's Source Data sent via OC API Delivery.

f) Where Customer is delivering Source Data belonging to, and on behalf of, Shared Customers: Customer is responsible for the setup and delivery of Source Data to Global Relay, and will provide this delivery either directly or via another third party disclosed to and accepted by Global Relay, and on behalf of each and every Shared Customer who authenticates the Integration; Customer will not send any data, including Confidential Information, belonging to any Shared Customer to its Global Relay POC/UAT Sandbox Archive, nor will Customer send any data belonging to a Shared Customer to any Global Relay Archive other than to that Shared Customer's Global Relay Archive; and Customer will maintain the Integration for so long as any Shared Customers require it.

2. Responsibilities of each party

**2.1 Customer's Responsibilities:**
a) **Configuration:** Complying with the Criteria in Section 1.2, Customer will setup, configure, and test the OC API Delivery in Customer's POC/UAT Sandbox Archive, including:

   a. **Develop Integration.** Within 60 days from the Effective Date of the applicable Order Form, Customer shall develop, either in-house or via a third-party disclosed to and accepted by Global Relay, the Integration. Customer acknowledges and agrees that in circumstances where a third-party develops the Integration, Customer remains responsible for compliance with this Specification as if Customer has built the Integration itself.

   b. **Configuration Guide.** Customer shall comply with the Global Relay Open Connector API – Configuration Guide, as may be updated by Global Relay from time to time and in accordance with Section 2.6 of the Master Terms of Services.

   c. **Complete Onboarding Questionnaire**. In order to identify and index Source Data via OC API Delivery, Customer must ensure theOC API Delivery Onboarding Questionnaire ("**Onboarding Questionnaire**") is completed in its entirety with sufficient detail to allow for Global Relay to measure the request count, storage capacity, user count and peak loads to support, including details, if any, on anticipated use by Shared Customer(s). Based upon the information provided, additional GR computing resources may be required.

d. **Credentials and Access Token**. In order for Global Relay to validate the API requests and generate the EML for verifying and archiving the Source Data, Customer must request authentication/authorization credentials in the form of a Client ID & Client Secret ("**Credentials**"). Customer MUST use the Credentials to obtain an access token from Global Relay ("**Access Token**"). Unless otherwise provided by Global Relay, only one Access Token can be used per Source Data feed and Source Data type / subtype**.** The safety, security and management of the Credentials and the Access Token is the responsibility of the Customer. If the Credentials or Access Token is compromised, Customer is responsible for notifying Global Relay immediately. Global Relay will take steps to disable the compromised Credentials or Access Token. Global Relay is not liable for any loss or damage of any kind that is caused or contributed to by Customer's failure to keep their Credentials or their Access Token safe and secure or Customer's delay in notifying Global Relay of any compromise or potential compromise of a Credential or an Access Token.

e. **Deliver via Open Connector API.** Customer must deliver Source Data to Global Relay. Customer must ensure the Source Data sent via REST API from the authenticated/authorized application is structured and established in line with the endpoint entitlement. Details of the structured content will be defined per Global Relay API technical and schema documentation. Customer is responsible for ensuring Source Data is delivered free of viruses, malware or other malicious code, and unlawful material.

f. **Testing and Data Flow Verification**. Customer is responsible for testing the OC API Delivery, Source Data, Accounts, and Users in Customer's POC/UAT Sandbox Archive. Customer has responsibility for, and control over, the timely and accurate completion of such testing. Customer must verify with Global Relay provisioning team the secure and proper end-to-end connection and message flow, including the sending, receipt, and archiving of the Source Data in Customer's Global Relay POC/UAT Sandbox Archive.

g. **Customer Reconciliation.** Once requested by Global Relay, and within 30 days (or as otherwise mutually agreed in writing by the parties) of any such request, Customer will share or provide any necessary permissions or configurations and/or complete any necessary actions or integrations, as determined in Global Relay's sole discretion acting reasonably, in order to allow Global Relay to verify OC API Delivery User counts or for any other purpose that Global Relay deems necessary to provide the Services. Customer acknowledges and agrees that if it fails to comply with such a request, Global Relay reserves the right to suspend,

throttle, or terminate access, Users, Accounts, or the Services, in whole or in part.

b) **Delivery (Shared Customers).** If Customer is delivering Source Data on behalf of Shared Customers, in addition to setting-up, configuring, and testing the OC API Delivery in Customer's POC/UAT Sandbox Archive in accordance with (a)-(g) above, Customer must also:

    a. **Credentials and Access Token.** Obtain Credentials from each individual Shared Customer, and use each Shared Customer's Credentials to obtain a unique Access Token.

    b. **Deliver via Open Connector API.** Customer must deliver Source Data on behalf of Shared Customer(s) to Global Relay. Customer must ensure the Source Data sent via REST API from the authenticated/authorized application is structured and established in line with the endpoint entitlement. Details of the structured content will be defined per Global Relay API technical and schema documentation. Customer is responsible for ensuring Source Data is delivered free of viruses, malware or other malicious code, and unlawful material.

    c. **Shared Customer Reconciliation**. Once requested by Global Relay, and within 30 days (or as otherwise mutually agreed in writing by the parties) of any such request, Customer will share or provide any necessary permissions or configurations and/or complete any necessary actions or integrations, as determined in Global Relay's sole discretion acting reasonably, in order to allow Global Relay to verify OC API Delivery Shared Customer User counts, or for any other purpose that Global Relay deems necessary to provide the Services. Customer acknowledges and agrees that if it fails to comply with such a request, Global Relay reserves the right to suspend, throttle, or terminate access, Users, Accounts, or the Services, in whole or in part.

c) **Delivery (Customer).** If Customer is delivering Source Data on behalf of itself, in addition to setting-up, configuring, and testing the OC API Delivery in Customer's POC/UAT Sandbox Archive in accordance with (a)-(g) above, Customer must also repeat steps (d)-(g) above for Customer's production Global Relay Archive.

**2.2 Global Relay's Responsibilities:**

a) **Provisioning.** Global Relay will setup, activate, and perform a basic verification of the OC API Delivery of the Source Data on Global Relay's Systems solely as follows:

    a. **Data Feed Provision**. Subject to the Onboarding Questionnaire, Global Relay will provision data feeds per Source Data type / subtype. Upon completion of provisioning and any applicable executed Order Forms with either Customer or Shared Customers, Global Relay will share Client ID and Client Secret (either with

Customer or directly with Shared Customer), which in turn will enable Customer to obtain Access Token.

## 3. SCOPE DEFINITION

**3.1 OC API Delivery – Standard:** means the delivery by Customer to Global Relay of the Source Data by OC API Delivery process. The following exclusions apply and do not form part of the service:

a) No customized converter or delivery mechanism provided by Global Relay.

b) No Professional Services or development assistance by Global Relay for OC API Delivery beyond providing the Configuration Guide, and the Provisioning specified under Section 2.2, unless otherwise agreed in writing by the parties.

c) No Quality Assurance (QA) testing by Global Relay.

d) No Project Manager (PM).

e) No guarantee of Source Data icon image in Customer's Global Relay Archive(s), and Source Data may only be identified in Customer's Global Relay Archive(s) by the GR X-header specified for this Source Data.

f) OC API Delivery is not subject to Global Relay's Service Level Agreement.

g) No guarantee of reconciliation or reporting for Source Data.

h) Retention Term for the Global Relay POC/UAT Sandbox Archive is up to 3 years. Upon activation of OC API Delivery, Customer and Global Relay will mutually agree to a Rolling Deletion program.

**3.2 OC API Delivery – Advanced (Optional):** means the delivery by Customer to Global Relay of the Source Data by OC API Delivery as described in Section 3.1 plus additional optional work or tasks Customer requests and Global Relay agrees to provide and which are specified in an Order Form or Statement of Work, all at an additional cost, including:

a) **Professional Services.** Professional Services provided by Global Relay, including any Project Management, development assistance, consultation or resources for OC API Delivery beyond providing the Configuration Guide and the Provisioning under Section 2.2, to support collection, delivery or archiving of the Source Data. A Fee of $300/hour (or Global Relay's then-current rate) for Professional Services will apply.

b) **Quality Assurance (QA) Testing.** Professional Services provided by Global Relay to perform a comprehensive set of tests to ensure accuracy of the OC API Delivery to Global Relay Archive. A Fee of $300/hour (or Global Relay's then-current rate) for Professional Services will apply.

Rates specified in this standard are subject to change. To the extent additional work or tasks are requested by Customer are provided by Global Relay, absent an agreement in writing to the

contrary, Global Relay's standard rates for the work or tasks in effect at the time it is undertaken shall apply.

## 4. DISCLAIMER & INDEMNITY

Customer acknowledges that the Source Data is not a data type that Global Relay handles natively. Accordingly, its compatibility and actual performance with OC API Delivery and Global Relay Archive, its commercial availability, and its quality are unknown to and are not guaranteed by Global Relay. Global Relay does not control and is not responsible for the Source Data, nor its OC API Delivery to Global Relay Archive; Global Relay's responsibility is limited to archiving Customer and/or Shared Customer Source Data, received from Customer through OC API Delivery in accordance with and subject to the Master Terms of Service and this Specification, and subject to any restrictions on its ability to do so as a result of the nature, kind, or content of Source Data. Customer acknowledges that the success of Global Relay's archiving is dependent upon Customer maintaining the Integration.

Should Customer change the Source Data's formats, APIs, delivery methods, or posting times without notice, or should the Source Data have inaccuracies in format schemas or time-date stamps, or have corruptions or other changes, the security, availability, performance or interoperability of the Services or the OC API Delivery of the Source Data may be affected. Global Relay does not and cannot warrant the security, availability, performance of or interoperability with this Source Data, nor the quality and accuracy of the data being delivered via OC API to Global Relay Archive, and Global Relay, to the fullest extent permitted by Applicable Law, expressly disclaims any and all liability related to, connected with, or arising from the OC API Delivery, the Source Data, including any outages, delivery delays, corruption of data, processing failures, data reconciliation (or lack thereof), failure to format data in accordance with Customer's data schema, changed or discontinued or failed services, or termination of the Integration or service by the Customer. Global Relay reserves the right to discontinue support for this OC API Delivery and its Source Data if, in Global Relay's reasonable discretion, it determines there is abuse or misuse of this component of the Services or if the Source Data is deemed to otherwise be unacceptable.

Notwithstanding anything else in the Agreement, Global Relay may, either currently or at any time in the future, commercially support the archiving of the Source Data. Should Global Relay commercially support the archiving of the Source Data, the parties may nonetheless choose to receive and ingest Source Data via OC API Delivery where the Source Data is otherwise commercially supported by Global Relay Archive and, if the parties do so, such ingestion shall, despite anything to the contrary herein, be subject to this Specification for OC API Delivery.

In the event that Customer and/or the Integration sends any data belonging to a Shared Customer to any Global Relay Archive other than to that Shared Customer's Global Relay Archive, in addition to the other releases and indemnities in the Agreement, Customer releases Global Relay from and agrees to defend, indemnify, and hold harmless Global Relay, its Affiliates, directors, officers, employees, agents, and Partners from and against any Claims and for related Damages, to the extent connected with, arising out of, or related to Customer sending any data belonging to a Shared Customer to any Global Relay Archive other than to that Shared Customer's Global Relay Archive. Notwithstanding any limitations of liability set forth in the Agreement, Customer's liability under this Specification will not be limited.

## 5. CONSENT TO USE OF NAME AND LOGO

Customer acknowledges and agrees that Global Relay and its affiliated companies may use and display Customer's name and logo in (i) Customer's Global Relay Archives; (ii) the Global Relay Archive of any Shared Customers; and (iii) Global Relay's and its affiliated companies' marketing materials including but not limited to their website(s).

Global Relay acknowledges and agrees that Customer may use and display Global Relay's name and logo in the Customer's marketing materials to identify and promote the Integration to Shared Customers and prospective Shared Customers.

Customer and Global Relay agree that:

a) each retains all rights in their respective names and logos (for convenience, "**Logos**") and any and all goodwill associated with their respective Logos, even if derived or enhanced by the existence of the Integration or marketing of the Integration by the other;

b) they shall not acquire any right of any kind in the Logos or marketing materials of the other as a result of their non-exclusive rights of use, or actual use of the Logos of the other under this Specification;

c) they will not use the Logos of the other in any manner: (i) likely to diminish the Logos' commercial value or the reputation of the other party, (ii) likely to cause confusion about ownership of the Logos or the nature of the Integration or relationship between Customer and Global Relay, (iii) that implies that Global Relay and Customer operate in partnership or are otherwise liable or responsible for the services or acts of the other, or have actual or ostensible authority to bind the other in contract or otherwise, or (iv) that suggests they or anyone else has any right of ownership in the Logos of the other;

d) each may impose reasonable restrictions on use of their Logos on notice to the other party, to ensure use in accordance with the purposes and commitments in this Specification;

e) the rights to use the Logos of the other under this Specification may not be assigned without consent in writing of the other party;

f) they will provide one another with representative examples of their use of the Logos of the other upon request;

g) they shall not make use of the Logos of the other except as contemplated herein without consent in writing; and

h) the right to use the Logos of the other under this Specification shall cease on the earlier of termination of these rights of use by notice in writing, or termination of the Integration.

For clarity, the Global Relay Logos that may be used by Customer must be approved versions that will be provided by Global Relay upon request of Customer, or otherwise as displayed on the Global Relay website (www.globalrelay.com).