SPECIFICATION FOR OPEN CONNECTOR SFTP COLLECTOR AND RECEIVER (SST45497299)

1. GENERAL

1.1 Purpose. Customer wishes to add a Third-Party Network SFTP data type ("**Source Data**") for ingestion to Customer's Global Relay Archive via Global Relay's Open Connector SFTP Collector ("**OC SFTP Collector**") and/or Global Relay's Open Connector SFTP Receiver ("**OC SFTP Receiver**" and together with OC SFTP Collector, the "**SFTP Products**"). In each case, Customer shall be responsible for making the Source Data available to Global Relay and, in the case of the OC SFTP Receiver, for delivering Source Data to Global Relay. This specification ("**Specification**") sets out the minimum requirements in order for Customer to setup and use the applicable SFTP Products and for Global Relay to receive and/or collect and ingest the Source Data. In addition to the governing Master Terms of Service, the following additional terms and conditions herein govern Customer's use of the SFTP Products in connection with the Global Relay Archive Services.

1.2   Criteria. In order for the SFTP Products to be activated, the Customer must meet the following prerequisite criteria (collectively, the "**SFTP Criteria**"):

a) Customer has engaged Global Relay for the provision and development of the SFTP Products and Service to Process the Source Data via an SFTP Product. Customer acknowledges and agrees that the provision and development of the SFTP Products and Service to Process the Source Data via an SFTP Product will require Professional Services per data type (including project management, development assistance, quality assurance testing and consultation) as set out in Customer's Order Form or SOW. Customer further acknowledges and agrees that additional Professional Services per data type, beyond those set out in the initial Order Form or SOW, may be required to complete the provision and development of the SFTP Products and Service to Process the Source Data via an SFTP Product.

b) Customer has an existing Global Relay Archive and Customer's use of the SFTP Products is for an acceptable use related to Customer's subscribed Services.

c) In accordance with the Documentation and this Specifications, Source Data is encrypted and signed via the Pretty Good Privacy (PGP) protocol.

d) Source Data is complete and accurate, from a legitimate source, is genuine and not falsified or tampered with, and contains no viruses or malicious code.

2. RESPONSIBILITIES OF EACH PARTY

a.1 Customer's Responsibilities:

a) **Configuration:** In addition to the SFTP Criteria in Section 1.2, Customer will setup, configure, and test the applicable SFTP Product in Customer's Environment, and comply with all Documentation and Configuration instructions provided by Global Relay, including:

a. **Configuration Guide.** Customer shall comply with the Global Relay Open Connector SFTP Service (Collector-Receive) Guide, as may be updated by Global Relay from time to time.

b. **Complete Onboarding Questionnaire**. In order to identify and index Customer's Source Data via the applicable SFTP Product, Customer must ensure the Open Connector SFTP Onboarding Questionnaire ("**Onboarding Questionnaire**") is completed in full.

c. **Additional Information.** Customer shall further provide all additional information as required by Global Relay to Configure the SFTP Products, including as applicable: (i) The IP addressed that will be used to connect to the OC SFTP Receiver; (ii) the PGP public key for Customer's PGP signature; and (iii) the contact information of Customer's administrator where data feed notifications shall be sent. Where Customer has subscribed for the OC SFTP Collector, Customer shall also: (v) establish an SFTP Server ("**Customer Server**") from which Source Data will be pulled by Global Relay, and provide Global Relay the user configuration for such Customer Server; (w) configure Customer Server to accept Global Relay as a valid user; (x) provide Customer's SFTP URL; (y) confirm as applicable collection of Source Data from directories, subfolders, or with specific file patterns; (z) confirm the date on which Global Relay shall begin collection of Source Data, and (za) notify and update Global Relay of any updates related to the information provided to Global Relay by Customer. Based upon the information provided, additional GR computing resources may be required.

d. **Encryption.** Ingestion of Source Data into the Global Relay Archive is subject to PGP encryption of Source Data by Customer, and Customer's appropriate use of public keys. Customer shall ensure that all Source Data is: (a) encrypted using the PGP encryption public key provided by Global Relay; and (b) signed using a PGP private key created by Customer. PGP signature must be provided on original Source Data and all Source Data must be signed and encrypted by Customer concurrently. Customer shall maintain Customer's private keys, and ensure that such keys are replaced prior to their expiration. Customer shall also update encryption keys upon notice from Global Relay. Expired keys will not be used for authentication or encryption.

e. **Availability and Delivery.** For OC SFTP Collector, Global Relay shall pull Source Data from Customer Server at periodic intervals. For OC SFTP Receiver, Customer shall upload Source Data to Global Relay's SFTP server at periodic intervals as agreed upon by Global Relay. In any event, Customer shall at all times be responsible to ensure the availability and delivery of Source Data to Global Relay.

f. **Mapping.** Customer shall provide mapping particulars as requested by Global Relay, and any additional particulars as mutually agreed in writing by the parties (all particulars, the "**Fields**"), to ensure Source Data is properly configured to Global Relay's APIs. When delivering Source Data to Global Relay, Customer must ensure all Fields are populated.

g. **Testing and Data Flow Verification.** Customer is responsible for testing the SFTP Products, Source Data, Accounts, and Users in Customer's Environment. 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 Global Relay Archive.

2.2   Global Relay's Responsibilities:

a) Provisioning. Global Relay will setup, activate, and perform a basic verification of the applicable SFTP Product on Global Relay's Systems, including provisioning Customer's Global Relay Archive to receive the Source Data.

2.   <u>SCOPE</u>

3.1   SFTP Products: means the delivery of the Source Data via the applicable SFTP Product (where the Source Data is (i) not otherwise commercially supported by Global Relay Archive, and (ii) not being delivered by the Source Data vendor through a commercial standard). Accordingly, the scope of work and responsibilities of Global Relay for the SFTP Products (Standard) are very limited. The following exclusions apply:

a) No Data Type shall be used except for the specific data feed/content type which has been agreed to between Global Relay and Customer, as further set out in the Agreement and Onboarding Questionnaire.

b) No Source Data prior to the Effective Date of the Services between Global Relay and Customer shall be used unless otherwise agreed to by the parties in writing. All Legacy Data Imports must be agreed to in writing between the parties, and shall be subject to Global Relay's Specification for Legacy Data Import as applicable.

c) No POC or test Environment will be provided by Global Relay.

d) No Source Data icon image will appear in Customer's Archive user interface.

e) SFTP Products are not subject to Global Relay's Service Level Agreement.

f) No reconciliation or reporting for this Data Source.

3.2   SFTP Products – Advanced (Optional): means the delivery by Customer of the Source Data via an SFTP Product as outlined in Section 3.1 and including any optional Customer requests for certain additional work or tasks, at an additional cost, including:

a) **Professional Services.** In addition to the development work described in Section 1.2 of this Appendix, additional Professional Services may optionally be engaged by Customer. Applicable Professional Services Fees shall apply.
b) **POC.** A proof of concept (POC) or test Environment may be provided temporarily, for a Fee, to test the delivery of the Source Data outside of Customer's production Archive.
c) **Source Data icon.** Global Relay, for a Fee, can customize Customer's Archive to display the Source Data icon image in the Archive user interface (Global Relay reserves right to determine the icon image and standard).

3. <u>DISCLAIMER</u>

Customer acknowledges that the Source Data is a Third-Party Network and is not a data type that Global Relay handles natively. Accordingly, its actual performance, commercial availability, and quality are unknown to Global Relay. Global Relay does not control and is not responsible for the Source Data and, in the case of the OC SFTP Receiver, delivery of the Source Data to the Global Relay Archive. The Source Data vendor (who may or may not be the Customer) may change the Source Data's formats, APIs, delivery methods, or posting times without notice to Customer or Global Relay, or the Source Data may have inaccuracies in format schemas or time-date stamps, or have corruptions or other changes which may affect the security, availability, performance or interoperability of the Services or the SFTP Products. 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 SFTP to the 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 SFTP Products, Source Data, and the Source Data vendor including any outages, delivery delays, corruption of data, processing failures, inability to reconcile data, failure to format data in accordance with Global Relay's and/or such Third Party Network's data schema, changed or discontinued or failed services, or termination of service by the Source Data vendor. Global Relay makes no warranty whatsoever with respect to the SFTP Products, including any warranty of merchantability or warranty of fitness for a particular purpose. All Source Data delivered by Customer to Global Relay is deemed to be complete, and Global Relay, to the fullest extent permitted by Applicable Law, expressly disclaims any and all liability related to, connected with, or arising from incomplete Source Data, including that related to empty Fields and/or any other requirements under Applicable Law.

All Fees owed by Customer for the SFTP Product shall remain payable regardless of whether such SFTP Products meet Customer's intended purpose or is otherwise unable to ingest and/or map Source Data per Customer requirements. Global Relay reserves the right to discontinue support for the SFTP Products and the related 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, including Source Data file size or quality.