

Artificial Intelligence Terms

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These Artificial Intelligence Terms (the “**AI Terms**”) form part of Global Relay’s Master Terms of Service (available at: <https://www.globalrelay.com/policies/master-terms-of-service/>) or as otherwise agreed between Customer and Global Relay (the “**MTOS**”) and apply to Customer’s use of any AI Services (as defined below). Where applicable, AI Services are also subject to Service Specific Terms, available at: <https://www.globalrelay.com/policies/service-specific-terms/>. All capitalized terms not otherwise defined in these AI Terms have the meaning ascribed to such terms in the MTOS, or if not defined in the MTOS, in the Standard Definitions incorporated therein, available at: <https://www.globalrelay.com/policies/standard-definitions/>.

To the extent of any conflict or inconsistency between these AI Terms and any other provision of the MTOS, or applicable Order Form, these AI Terms will prevail with respect to the AI Services unless expressly stated otherwise. By subscribing for, accessing, or using any AI Services, Customer agrees, without limitation or qualification, to be bound by these AI Terms.

1. DEVELOPMENT & MODIFICATIONS TO UNDERLYING AI MODELS

1.1. Underlying AI Models. The AI Services are powered by Underlying AI Models, which include: (i) Global Relay AI Models; and/or (ii) Third-Party AI Models.

1.2. Use of Third-Party AI Models. To the extent Global Relay uses Third-Party AI Models in connection with the AI Services, Global Relay confirms that, consistent with Section 3, all Third-Party AI Models are hosted exclusively within Global Relay’s infrastructure, and no Customer Content is transmitted to Third-Party AI Providers or any other third party in connection with the development, Training, Testing, or delivery of AI Services.

1.3. Modifications to Underlying AI Models. Global Relay deploys Third-Party AI Models at a specific release version and retains sole discretion to determine if and when any updated or new version is adopted. Global Relay reserves the right to modify, update, replace, or discontinue any Underlying AI Model at any time; provided that, consistent with the New Releases provisions of the MTOS, no such modification, update, replacement, or discontinuation will result in a material deprecation, reduction, or degradation of the AI Services from the performance metrics or material functionality contracted for under the Agreement. Global Relay will use commercially reasonable efforts to provide Customer with two (2) weeks’ notice of any change that will materially affect Customer’s use of the AI Services. Such changes will be reflected in the applicable AI Model Card, which will be provided with the notice and made available through the Customer Trust Portal.

2. TRAINING & TESTING OF UNDERLYING AI MODELS

2.1. AI Model Training. To the extent Global Relay Trains Underlying AI Models, it does so using (i) publicly available data; (ii) open-licensed datasets; (iii) data licensed from Third-Party AI Providers; and/or (iv) data

synthetically generated by Global Relay. For the avoidance of doubt, Global Relay does not use Customer Content to Train Underlying AI Models.

2.2. AI Model Testing. Global Relay Tests Underlying AI Models using (i) publicly available data; (ii) open-licensed datasets; and (iii) synthetically generated data. Except where Customer consent is provided, Global Relay does not use Customer Content to Test Underlying AI Models. Where such consent is obtained, Global Relay will use Customer Content solely for the scope of Testing agreed with Customer, and for no other purpose.

3. AI INFRASTRUCTURE

3.1. Global Relay Infrastructure. All Underlying AI Models, including Third-Party AI Models, are hosted exclusively within data centers owned and operated by Global Relay.

3.2. In-house Processing. All processing of Customer AI Input through Underlying AI Models is performed exclusively within Global Relay's data centers. Global Relay does not use third-party cloud or external AI processing services to run inference on Customer AI Input, and Customer Content is not transmitted to any Third-Party AI Provider for Training, Testing, inference, or any other purpose.

4. OWNERSHIP

4.1. Ownership During the Term. During the Term of the Agreement:

- (a) **Customer Ownership.** Customer retains all rights, title, and interest in and to all Customer Content, subject to this Section 4.
- (b) **Global Relay Ownership.** Global Relay retains all rights, title, and interest in and to all Global Relay AI Models, including any modifications, fine-tuning, or improvements made thereto, regardless of whether such improvements were informed by the operation of the AI Services, Testing, and/or Training.
- (c) **Third-Party AI Models.** Where any Underlying AI Model is a Third-Party AI Model, Global Relay's rights in such model are governed by the applicable third-party license agreement or other applicable terms governing its use, and nothing in these AI Terms shall be construed to grant Customer any rights in or to such models.
- (d) **Non-Archived AI Outputs.** Non-Archived AI Outputs are generated on demand and displayed transiently within the Global Relay Platform. Because they are not ingested or preserved in Customer's Global Relay Archive, they cannot be returned or exported and the data ownership and data return rights under the MTOS that apply to Archived Data do not apply to them.
- (e) **No Intellectual Property Transfer.** For the avoidance of doubt, and consistent with Sections 4.1(b) and 4.1(c), nothing in these AI Terms shall be construed to transfer or assign to Customer any intellectual property rights in or to any Underlying AI Model.

4.2. Ownership and Data Handling Upon Termination. Upon termination of the Agreement:

- (a) **Archived AI Outputs.** Archived AI Outputs form part of Customer's Archived Data and will be subject to the provisions of the MTOS governing the return or disposition of Archived Data.

- (b) **Non-Archived AI Outputs.** Consistent with Section 4.1, Non-Archived AI Outputs are not subject to any return, export, or retention obligations upon termination.
- (c) **Global Relay Retained Rights.** Termination of the Agreement shall not affect: (i) Global Relay's ownership of, or rights in, any Global Relay AI Models; (ii) Global Relay's rights in any Third-Party AI Models, which remain governed by the applicable third-party license agreement or other applicable terms; or (iii) Global Relay's rights in Global Relay AI Input or any AI Outputs generated exclusively from Global Relay AI Input. No license to any Underlying AI Model is granted to Customer, and no such license shall be implied by virtue of Customer's use of the AI Services or the termination thereof.
- (d) **Survival.** The ownership provisions of this Section 4 shall survive expiration or termination of the Agreement.

5. ACCEPTABLE USE OF AI

5.1. **Acceptable Use Policy.** Customer shall use the AI Services in a lawful and responsible manner, and in a way consistent with Global Relay's Acceptable Use Policy, available at <https://www.globalrelay.com/policies/acceptable-use/>.

5.2. **Restrictions.** The following uses of AI Services are prohibited: (i) any use that violates Applicable Law; (ii) submitting or processing content for any unlawful, defamatory, harassing, or fraudulent purpose, or in a manner that infringes any third-party intellectual property or other rights (it being understood that the review, monitoring, or analysis of Customer Content through the AI Services for legitimate compliance, surveillance, risk-management, or investigatory purposes is not prohibited by this paragraph (ii)); (iii) using AI Outputs or Underlying AI Models to develop, Train, Test, or improve any model or product that competes with Global Relay's Services; (iv) presenting AI Outputs as solely human-authored in a manner that is intended to, or is likely to, mislead recipients; (v) any use that contravenes applicable technical documentation, usage policies, or parameters published or otherwise communicated by Global Relay; or (vi) any use that constitutes or facilitates a High-Risk Activity, or that is otherwise prohibited under Applicable Law.

6. CUSTOMER REPRESENTATIONS AND WARRANTIES

In connection with Customer's use of the AI Services, Customer represents, warrants, and acknowledges that:

- (a) **Consent and Authorizations.** Customer has obtained all required consents and authorizations for the processing of Customer AI Input. Customer is solely responsible for all data submitted through the AI Services, including any sensitive personal information (such as biometric identifiers, health information, or data relating to minors). Global Relay accepts no liability for any sensitive personal information submitted through the AI Services by or on behalf of Customer, and Customer is solely responsible for ensuring it has a lawful basis to submit such information.
- (b) **Disclosure Obligations.** Customer is solely responsible for its compliance and disclosure obligations arising from its use of the AI Services under applicable AI Laws in each jurisdiction in which it operates or deploys the AI Services, including: (i) making any disclosures to its end users

required under AI Laws, including any obligation to disclose that content has been generated or assisted by AI; and (ii) assessing any risk classification arising from Customer's specific deployment or use of the AI Services.

- (c) **Human Oversight.** As a deployer of the AI Services, Customer shall: (i) implement and maintain meaningful human oversight of its use of the AI Services, including by designating appropriately qualified individuals to review AI Outputs; (ii) evaluate all AI Outputs for accuracy, completeness, and fitness for purpose before acting on them in any consequential context; (iii) not use any AI Output as the sole basis for any decision, or as a substitute for professional, legal, financial, or other expert advice; and (iv) not configure or use the AI Services to make decisions based solely on automated processing (including profiling) that produce legal effects concerning, or similarly significantly affect, data subjects, consistent with applicable Data Protection Law and AI Laws. Where AI Laws (including the EU AI Act) impose human oversight obligations on Customer as a deployer of an AI system, Customer is solely responsible for meeting those obligations.
- (d) **Third-Party AI Models.** Where the AI Services use Third-Party AI Models, Global Relay's use of such models is subject to license terms imposed by the relevant Third-Party AI Providers, which may include Third-Party Use Restrictions. Where applicable, Global Relay will identify such Third-Party Use Restrictions in the relevant AI Model Card, accessible via the Customer Trust Portal. Customer shall not use, and shall not permit any User to use, the applicable AI Service in a manner that would violate the Third-Party Use Restrictions identified in the AI Model Card.
- (e) **No High-Risk Use.** AI Services will not be deployed by Customer for any High-Risk Activity.

7. GLOBAL RELAY RIGHTS & RESPONSIBILITIES

7.1. **Compliance with AI Laws.** Global Relay will comply with the obligations applicable to it under AI Laws in respect of the Underlying AI Models and AI Services, to the extent it acts as a provider of an AI system. Global Relay will maintain appropriate technical documentation to the extent required under AI Laws.

7.2. **Customer Requests.** Global Relay will cooperate in good faith with any reasonable requests from Customer to support Customer's compliance with applicable AI Laws, subject to reimbursement of Global Relay's reasonable costs where such cooperation is outside the scope of the Services.

7.3. **Disclaimer of AI Warranties.** To the maximum extent permitted by law, Global Relay expressly disclaims all warranties, express, implied, or statutory, in respect of the AI Services, including without limitation, that AI Outputs will be accurate, complete, reliable, free from hallucination, or fit for any particular purpose. AI Services are provided as analytical tools only, and Global Relay has no obligation to monitor, review, screen, or filter any Customer AI Input or AI Outputs. Customer assumes full responsibility for its Customer AI Input, for validating AI Outputs, and for all compliance and regulatory obligations arising from its use of the AI Services.

8. DEFINITIONS

"AI" means artificial intelligence.

"AI Input" means Customer AI Input and Global Relay AI Input.

“AI Laws” means applicable laws and regulations governing the development, deployment, or use of AI systems, including requirements relating to transparency, fairness, accountability, data protection, and prohibited or high-risk AI uses, as amended or supplemented from time to time, including the EU AI Act.

“AI Model Card” or **“AI Model Cards”** means the documentation made available by Global Relay to Customer through the Customer Trust Portal, providing information regarding specific AI Services, including the Underlying AI Models, their intended use cases, known limitations, and relevant risk considerations, and, where applicable, test and training data and performance test results.

“AI Output” means any data, content, information, or action generated, produced, or initiated in whole or in part by the AI Services in response to AI Input, including predictions, classifications, and data derivatives (such as AI-generated tags, summaries, and other computed attributes derived from processing AI Input), as well as content generated by the AI Services (such as drafted text or messages). For the avoidance of doubt, not all AI Outputs are ingested and preserved in Customer’s Global Relay Archive.

“AI Services” means the AI features made available by Global Relay, as further described in the applicable Order Form, and, where applicable, Service Specific Terms.

“Archived AI Output” means any AI Output that has been ingested and preserved in Customer’s Global Relay Archive. For the avoidance of doubt, not all AI Outputs are automatically ingested and preserved in Customer’s Global Relay Archive; the archival of AI Output depends on the configuration of the applicable AI Service.

“Customer AI Input” means any data or content submitted by or on behalf of Customer that is processed by the AI Services, including Archived Data, user prompts, and any documents or files uploaded by Customer or its Users.

“Customer Content” means Customer AI Input (which includes Archived Data) and Archived AI Output.

“Customer Trust Portal” means Conveyor, the online portal operated by Global Relay and made available to Customer, available at: <https://trust.globalrelay.com>, through which Global Relay provides compliance documentation, AI Model Cards, and other information relating to Global Relay’s AI Services.

“EU AI Act” means Regulation (EU) 2024/1689 of the European Parliament and of the Council on Artificial Intelligence, as amended or supplemented from time to time.

“Global Relay AI Input” means any data or content created or configured by Global Relay that is processed by the AI Services, such as pre-defined prompts.

“Global Relay AI Models” means any foundational, large language, or other machine learning models developed or owned by Global Relay which underlie the AI Services.

“Global Relay Platform” means the Global Relay Archive, the Global Relay App, and any other applications, tools, or interfaces through which the AI Services are made available to Customer.

“High-Risk Activity” means any use of the AI Services that constitutes a high-risk use of an AI system as defined or classified under AI Laws, where such use may produce legal or similarly significant effects on

individuals, or involves deployment in critical infrastructure, employment, education, essential services, law enforcement, migration, or the administration of justice and democratic processes.

“Non-Archived AI Output” means any transient AI Output not ingested or preserved in Customer’s Global Relay Archive, including but not limited to on-demand outputs (such as translations and transcriptions) generated per User request and displayed within the Global Relay Platform.

“Test” or **“Testing”** means the process of evaluating an Underlying AI Model against sample data and defined criteria to assess, among other things, its accuracy, reliability, performance, security, fairness, and compliance with applicable business, legal, and regulatory requirements, including periodic evaluation before, during, and after deployment to ensure the model continues to perform as intended. For the avoidance of doubt, Testing does not include Training as defined in these AI Terms.

“Third-Party AI Models” means any foundational, large language, or other machine learning models developed by Third-Party AI Providers which underlie the AI Services, whether used directly, fine-tuned, or otherwise adapted. For the avoidance of doubt, Third-Party AI Models do not include Global Relay AI Models.

“Third-Party AI Provider” means any third-party entity that develops the Third-Party AI Models used by Global Relay in connection with the AI Services.

“Third-Party Use Restrictions” means the acceptable use policy and any equivalent use restrictions imposed by a Third-Party AI Provider on Global Relay’s use of the corresponding Third-Party AI Model, as identified in the applicable AI Model Card.

“Train” or **“Training”** means the process of using data to develop, train, fine-tune, improve, optimize, or otherwise modify any Underlying AI Model, or to create, populate, or augment any dataset used or intended for use in connection with any of the foregoing. With respect to Third-Party AI Models, Training is limited to fine-tuning, improving, optimizing, and modifying such models, as those models are used by Global Relay in pre-trained form. For the avoidance of doubt, Training does not include Testing as defined in these AI Terms.

“Underlying AI Models” means the Global Relay AI Models and Third-Party AI Models.