<u>TERMS AND CONDITIONS REGARDING GIBBSCAM COPILOT</u>

1. LIMITED LICENSE TO USE GIBBSCAM COPILOT FOR USERS THAT HAVE BEEN GRANTED ACCESS TO GIBBSCAM COPILOT

Subject to the terms and conditions of this Schedule A and the relevant terms of the End-User License Agreement (Schedule A prevails in the event of conflict), COMPANY grants You a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the AI chatbot feature "GIBBSCAM COPILOT" solely in conjunction with the Licensed Software for Your internal business purposes and subject to that you have an active license and maintenance contract regarding the Licensed Software and have accepted the latest version of this Schedule A, as updated from time to time by the COMPANY.

You acknowledge that GIBBSCAM COPILOT is a cloud based AI feature under continuous development and that GIBBSCAM COPILOT is provided "as is" and that it may give inaccurate, incomplete answers or answers including errors. You agree to use GIBBSCAM COPILOT at Your own risk and discretion, and to comply with all applicable laws and regulations when using GIBBSCAM COPILOT.

COMPANY may at any time implement and enforce limitations on the number of questions that can be made to GIBBSCAM COPILOT. You agree to abide by any such rate limiting and access restrictions as communicated by COMPANY.

COMPANY and its affiliates reserve the right to modify, suspend, or terminate GIBBSCAM COPILOT at any time without notice or liability to you. Upon termination/expiration the provisions that are intended by their nature to survive termination will survive and continue to be in full force and effect in accordance with their terms, including confidentiality obligations, limitation of liability and disclaimers.

You will not and will not permit Your users to:

 (i) use GIBBSCAM COPILOT for any other purpose than the purpose of asking questions and seek guidelines regarding technical usage of the Licensed Software (the "Purpose");

 (ii) use GIBBSCAM COPILOT in any manner that violates any applicable law, regulation, third-party right, any policy, instruction or guideline issued in relation to GIBBSCAM COPILOT from time to time ("GIBBSCAM COPILOT POLICY");

 (iii) modify, copy, distribute, or reverse engineer GIBBSCAM COPILOT or its underlying technology;

 (iv) utilize any data extracting techniques, such as data scraping, to access GIBBSCAM COPILOT in a manner that sends more requests to the servers than a human can reasonably produce in the same period of time using a conventional online web browser;

 (v) use GIBBSCAM COPILOT in a manner that infringes, misappropriates, or otherwise violates any third party's rights;

 (vi) enter any personal data in the free text fields available for Prompts (as defined below).

2. INPUTS/PROMPTS, PROCESSING OF USER DATA

You and Your users may provide input/prompts to GIBBSCAM COPILOT ("Prompts"). You retain the ownership and intellectual property rights to any input data/information that is owned by You and provided by Your and Your users in GIBBSCAM COPILOT as Prompts. You agree not to provide any proprietary or confidential data to GIBBSCAM COPILOT when inserting Your Prompts. You are solely responsible for the quality of Prompts, and You represent and warrant that you are the owner of or have the appropriate right, license or permission to provide the Prompts that You and Your users enter into GIBBSCAM COPILOT and does not infringe the right of any third party when entering Prompts. You represent and warrant that You will use GIBBSCAM COPILOT in accordance with applicable laws and regulations and any GIBBSCAM COPILOT POLICY and only for the Purpose. You understand that GIBBSCAM COPILOT is not meant

to process Prompts including personal data and you agree to not enter any personal data in the free text fields available for Prompts. You agree to indemnify, defend, and hold harmless COMPANY and its affiliates from any claims, damages, losses, or costs arising from Your violation of this section.

COMPANY will not disclose Prompts and feedback data ("User Data") that includes information that is identified as confidential by You or should be reasonably understood to be confidential under the circumstances ("Confidential Information") with other customers/users or third parties unrelated to COMPANY, its affiliates and suppliers unless it is deemed necessary by COMPANY to comply with applicable law or to enforce any GIBBSCAM COPILOT POLICY or the User Data is anonymized or necessary to disclose to distribute, service, support, or further develop GIBBSCAM COPILOT in accordance with what is further specified below. For the avoidance of doubt, the obligation to maintain confidentiality of Confidential Information in this section does not apply to information that (i) is or becomes generally available to the public through no fault of COMPANY (iii) was in COMPANY'S or its affiliates or suppliers possession or known by COMPANY or its affiliates or suppliers prior to receipt (iv) was rightfully disclosed to COMPANY or its affiliates or suppliers without restriction from a third party (v) was independently developed by or otherwise belongs to the COMPANY or any of its suppliers and affiliates.

You specifically acknowledge and agree that GIBBSCAM COPILOT collects, store, process, use, transmit, and disclose User Data in accordance with the following:

- COMPANY and its affiliates and suppliers record and reserve the right to use User Data for the purposes of (i) delivery of and providing customer support and service relating to GIBBSCAM COPILOT and (ii) for purposes of general product development, quality assurance and improvement of products and services. User Data may and will be shared with affiliates and suppliers for these purposes. Please refer to the Transparency Note, as updated from time to time, for additional information.

- GIBBSCAM COPILOT is based on and build with a third party cloud based solution that is fully controlled by Microsoft; Microsoft hosts the AI models in Microsoft's cloud environment and User Data is therefore processed by Microsoft and any sub suppliers utilized by Microsoft. You acknowledge that Microsoft and its suppliers processes User Data contained in Your Prompts and generated content in accordance with the terms and conditions of Microsoft, as updated from time to time. For transparency information about how GIBBSCAM COPILOT processes data (including training data, Prompts and Output (as defined below) and the processing of Microsoft) generally, please refer to the Transparency Note, as updated by COMPANY from time to time and accessible via this link GibbsCAM Copilot Transparency Note. You represent and warrant that You have and will provide Your users with the information in the Transparency Note and obtain all required consents and authorizations from Your users to enable GIBBSCAM COPILOT to collect, store, process, send, use and disclose User Data as described in the Transparency Note, as updated from time to time.

3. OUTPUTS/COMPLETIONS

Based on the Prompts, You and Your users may receive output/completions from GIBBSCAM COPILOT ("Output"). The Output of GIBBSCAM COPILOT is based on the data provided by COMPANY or its affiliates, and the ownership and intellectual property rights to the Output and data sources remain with COMPANY or its affiliates.

You understand and acknowledge that the Output is not customer/user specific and the same Output may be generated by GIBBSCAM COPILOT to multiple customers and users of GIBBSCAM COPILOT. You receive a license to use the Output that you receive from GIBBSCAM COPILOT solely in connection with the Licensed Software and subject to that You have an active maintenance license to the Licensed Software and have at all times accepted the latest version of the terms and conditions in this Schedule A. You understand and acknowledge that the Output received from GIBBSCAM COPILOT may not be disclosed by you to any third party and is considered as confidential and proprietary information under section 2.1 of the End-User License Agreement of COMPANY.

You understand that the Output of GIBBSCAM COPILOT is not a replacement for Your own judgment and responsibility, and that you should utilize human review to check the accuracy and completeness of the Output before relying on it as Output may include inaccurate, incomplete answers or answers including errors. You agree to use GIBBSCAM COPILOT at Your own risk and discretion.

4. LIABILITY DISCLAIMER

YOU ACKNOWLEDGE THAT THE SERVICES OF GIBBSCAM COPILOT IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY, SECURITY, OR NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LIABILITIES ARISING FROM YOUR USE OF GIBBSCAM COPILOT, INCLUDING BUT NOT LIMITED TO ANY HARM TO YOUR SYSTEM, DATA LOSS, OR VIOLATION OF THIRD PARTY RIGHTS.

YOU AGREE THAT COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND PARTNERS, ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE GIBBSCAM COPILOT, OR ANY DATA OR INFORMATION PROVIDED BY OR OBTAINED FROM GIBBSCAM COPILOT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GIBBSCAM COPILOT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS GIBBSCAM AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND PARTNERS, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, OR FEES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE GIBBSCAM COPILOT, OR ANY DATA OR INFORMATION PROVIDED BY OR OBTAINED FROM GIBBSCAM COPILOT, OR ANY VIOLATION OF THIS SCHEDULE A, THE AGREEMENT, OR ANY APPLICABLE LAWS OR REGULATIONS BY YOU OR ANYONE USING YOUR ACCOUNT OR CREDENTIALS.

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION OR PROBLEM WITH GIBBSCAM COPILOT IS TO STOP USING IT AND TO CONTACT COMPANY OR ITS AFFILIATES FOR SUPPORT OR FEEDBACK. FOR THE AVOIDANCE OF ANY DOUBT, COMPANY IS NOT OBLIGATED TO UPDATE, CORRECT ANY ERRORS OR BUGS OR IN ANY WAY IMPROVE GIBBSCAM COPILOT AND MAKES NO REPRESENTATION WHATSOEVER ABOUT THE QUALITY, AVAILABILITY OR OUTPUT OF GIBBSCAM COPILOT.

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