

APTEAN AI PRODUCTS AND SERVICES SUBSCRIPTION EXHIBIT

This Exhibit contains terms governing the provision of all Aptean AI Products and Services pursuant to the Agreement and is hereby incorporated therein. The terms of this Exhibit are applicable to all Aptean AI Products and Services purchased by Customer from time to time and govern all use of the same.

1. Definitions

“Agents” means the AI-enabled software capabilities that perform tasks, autonomously or semi-autonomously based on Customer Data, or configurations and made available by Licensor to Customer as part of Aptean AI Products and Services, including without limitation the AlaaS Agents.

“AlaaS Agents” means the specific Agents ordered by Customer under the applicable Order Form and made available to Customer via Aptean AlaaS according to the Blueprint, as may be updated from time to time.

“Applicable Laws” means in relation to each Party, all laws relating to that Party’s business, including without limitation those relating to artificial intelligence, data protection, privacy and security.

“Aptean AI Products and Services” means AI-based software, platforms, features, systems, models, tools, or functionality provided by Licensor under this Exhibit, including standalone products and embedded functionality, that perform, support, or enable analytics, insights, reporting, predictive or prescriptive analysis, benchmarking, optimisation, monitoring, or data-driven decision support, whether operating on their own or together with other AI-based functionality. Aptean AI Products and Services include, without limitation, Agent Central, Agents, and AppCentral.

“Aptean AlaaS” means the cloud based subscription made available by Licensor to Customer and providing access to Agent Central (or any platform made available by the Licensor for such use) and the AlaaS Agents for the Subscription Term.

“Blueprint” means the document called “Agent Blueprint” containing the specification of the AlaaS Agents and pre-built Agents generated by the Licensor and attached to the Order Form signed by the Customer. Changes to the Blueprint for the AlaaS Agents may be made in writing from time to time by mutual agreement of the parties. In the event of any conflict between this Exhibit and the Blueprint, this Exhibit shall prevail. Each Blueprint shall include, at a minimum: (i) a description of the Agent’s use case and decision scope and any actions it may take autonomously; (ii) human oversight requirements and escalation triggers; (iii) confirmation of whether the use case constitutes a High-Risk Use Case;

“Customer Data” means any data, information, material instructions, prompts, parameters or configurations provided by or on behalf of Customer for use with the Aptean AI Products and Services, which may or may not include personal data, as applicable.

“High-Risk Use Case” means any use of Aptean AI Products and Services that is classified, or reasonably likely to be classified, as high-risk under Applicable Law. A use case may constitute a High-Risk Use Case regardless of whether the AI system is fully automated or subject to human oversight.

“Login” means the unique access identifiers, including usernames, passwords, API keys, or security tokens assigned by or on behalf of Customer for each User or automated system.

“Order Form” means the order form executed by Licensor and Customer that sets out the applicable subscription tier, fees, and any usage parameters (including the number of Agents) for Customer’s use of Aptean AI Products and Services.

“Output” means any result, insight, or data generated through the Aptean AI Products and Services.

“Subscription Term” means the term during which Customer receives Aptean AI Products and Services.

“User” means any individual accessing or using Aptean AI Products and Services.

2. Aptean AI Products and Services

- a. Licensor provides the Aptean AI Products and Services as a cloud-based service. Licensor may update or modify the services at no additional cost, provided these updates do not materially reduce overall functionality
- b. Where configuration or enablement of the Aptean AI Products and Services is required, Licensor shall begin such configuration after the applicable Order Form or Statement of Work is executed. Customer is responsible for planning and executing User Acceptance Testing (UAT) and providing timely feedback to Licensor. Except as expressly agreed in writing, Customer shall not customise or modify the Aptean AI Products and Services without Licensor’s prior written consent. Licensor may deploy maintenance releases, updates, patches, or fixes to the Aptean AI Products and Services at no additional cost to Customer. Customer may request AlaaS Agent changes comprising up to one (1) hour of aggregate effort per calendar quarter at no charge. Any unused portion of the hour shall expire at

the end of the applicable calendar quarter and may not be carried over or credited against future services. Changes exceeding the quarterly limit are billed at Licensor's current professional services rates via a separate change order or SOW.

- c. Each User must use unique credentials for Logins. Licensor reserves the right to require Customer to alter any password if Licensor believes it is no longer secure. Customer is liable for all access and activity relating to Apteian AI Products and Services by individuals using the Logins, including such individuals' compliance with the terms of this Exhibit.
- d. Licensor shall host the Apteian AI Products and Services via its own and/or reputable third-party cloud infrastructure. Licensor shall implement and maintain commercially reasonable administrative, technical, and organisational security measures designed to protect the Apteian AI Products and Services and Customer Data against unauthorised access, use, alteration, or disclosure and specified in Licensor's Security Exhibit, as updated from time to time and made available via Licensor's Trust Center at <https://trust.apteian.com/> (or any successor webpage or platform used by Licensor for sharing security information).
- e. Licensor's security controls and practices shall be consistent with industry standards applicable to cloud-based software-as-a-service offerings. Customer acknowledges that, notwithstanding the security measures implemented by Licensor, no cloud-based or internet-connected system can be guaranteed to be completely secure. Accordingly, Licensor does not warrant that unauthorised third parties will be unable to circumvent such measures and shall not be responsible for unauthorised access or security incidents resulting from factors beyond Licensor's reasonable control.
- f. Licensor will use all reasonable care and skill in providing Apteian AI Products and Services materially in accordance with the Blueprint. Licensor will process Customer Data and provide Apteian AI Products and Services in accordance with Applicable Laws. Licensor acknowledges the diversity of Customer's data sources and systems. While Licensor will make commercially reasonable efforts to integrate Agents with legacy and modern systems, integration with data is subject to a technical feasibility assessment during the Blueprinting phase. If the Blueprinting phase reveals that an Agent requires a paid upgrade, custom middleware, or is unsupported by Customer's systems, Licensor reserves the right to charge additional fees or suspend the specific service.
- g. Any uptime commitments and related remedies applicable to the Apteian AI Products and Services are governed exclusively by the Service Availability Exhibit. Except as expressly set out in the Service Availability Exhibit, Licensor does not warrant uninterrupted, continuous, or error-free operation of the Apteian AI Products and Services, and no service levels or availability commitments are implied by this Exhibit.

3. Customer Responsibilities.

- a. Customer shall comply with all Applicable Laws in connection with its use of the Apteian AI Products and Services. The Apteian AI Products and Services may be used solely by Customer's authorised personnel and only for the approved use cases set out in the applicable Blueprint, Licensor product documentation or as otherwise agreed contractually by Licensor. Customer shall not use, or permit use of, the Apteian AI Products and Services for any other use case. Customer shall implement appropriate human oversight over the use of the Apteian AI Products and Services and shall not rely solely on automated outputs where such reliance is prohibited or restricted by Applicable Law. Customer shall not use the Apteian AI Products and Services: (i) for biometric identification or categorisation, except where expressly permitted by Applicable Law and approved in writing by Licensor; (ii) to make automated decisions producing legal or similarly significant effects on individuals without meaningful human review; (iii) for any prohibited AI use case as defined by Applicable Law; or (iv) for any High-Risk Use Case, unless expressly approved in writing by Licensor in accordance with the Agreement. Save as expressly set out in this Exhibit, Customer is solely responsible for selecting, approving, and deploying its AI use cases. Licensor does not monitor or control Customer's specific deployment decisions and does not assume responsibility for Customer's use cases unless expressly agreed in writing.
- b. Customer acknowledges and agrees that the Apteian AI Products and Services are not designed, developed, or authorised for High-Risk Use Cases by default. Customer shall not use, and shall not permit the use of the Apteian AI Products and Services for any High-Risk Use Case unless and until: (a) Customer has submitted a written request describing the proposed High-Risk Use Case, including the intended decision context, affected individuals or groups, data categories, level of automation, and human oversight; (b) Licensor has assessed the proposed use case and expressly approved it in writing; and (c) the parties have entered into a separate written agreement, order form, or statement of work pursuant to which Licensor agrees to design, build, configure, or modify a bespoke AI agent or AI functionality specifically for the approved High-Risk Use Case, together with any applicable safeguards, documentation, controls, pricing, and implementation timelines. Any use of Apteian AI Products and Services for a High-Risk Use Case outside of the process set out above shall constitute a material breach of the Agreement. AI risk classifications may evolve due to changes in law, regulatory guidance, or deployment context. Licensor may require re-assessment, modification, suspension, or termination of a use case where continued use would reasonably expose Licensor to regulatory or legal risk and in such case Customer agrees to provide full cooperation and acknowledges that this may necessitate changes to the Agreement. Licensor does not provide regulatory, compliance, or legal advice through the Apteian AI Products and Services or Outputs.

- c. Customer represents and warrants that it has obtained, and shall maintain, all necessary rights, permissions, and consents required to provide Customer Data (including any personal data) for processing by the Aptean AI Products and Services, and that such use complies with all Applicable Laws.
- d. Customer shall not, without Licensor's prior written approval: (i) connect directly to any Licensor MCP server, internal API endpoint, or backend service outside of Licensor's published and approved integration channels; or (ii) deploy any third-party AI agent, autonomous system, or orchestration framework to interact with the Aptean AI Products and Services outside the scope of the Blueprint, unless agreed in writing by Licensor.

4. Customer Data.

- a. Customer hereby grants Licensor a non-exclusive, worldwide, fully paid-up, royalty-free licence to host, access, process, reproduce, transmit, display, and otherwise use Customer Data and Outputs as necessary to provide and support the [redacted] Aptean AI Products and Services and for purposes related to training, retraining, fine-tuning, or otherwise improving the Aptean AI Products and Services to the extent permitted by Applicable Law. Where required by Applicable Law, Licensor will obtain Customer's prior written consent. Customer represents and warrants that: (i) it owns or otherwise has all rights necessary to grant the foregoing licence in respect of the Customer Data; and (ii) the Customer Data, and Licensor's use thereof as contemplated by the Agreement, does not violate any applicable law or infringe the privacy, data protection, intellectual property, publicity, or other rights of any third party.

5. Payment.

- a. Unless otherwise specified in the applicable Order Form, Licensor shall invoice Customer annually in advance for the initial twelve (12) month subscription period and for each subsequent twelve (12) month renewal period. Customer shall pay all fees due for the Aptean AI Products and Services in accordance with the Agreement and the applicable Order Form, including subscriptions, committed amounts, and usage-based charges (e.g. consumption limits or premium Agents) as specified in the Order Form.

6. General terms

- a. All intellectual property rights in and to the Aptean AI Products and Services, including all underlying models, algorithms, methodologies, configurations and data (excluding Customer Data) created or supplied by Licensor, shall remain the exclusive property of Licensor. Nothing in this Exhibit or the Agreement grants Customer any ownership interest in, or rights to create derivative works of, the Aptean AI Products and Services. Subject to Licensor's rights in the Aptean AI Products and Services, Customer owns all rights in Outputs generated from Customer Data. For the avoidance of doubt, Outputs may be generated using probabilistic or statistical AI techniques and may reflect generalised model behaviour that is not derived from Customer Data.
- b. Each party shall maintain the confidentiality of all non-public information disclosed under this Exhibit and shall use such information solely for the purposes contemplated by this Exhibit, in accordance with the confidentiality obligations set out in the Agreement.
- c. Aptean AI Products and Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by Applicable Law, Licensor makes no representations or warranties, whether express, implied, or statutory, including any warranties of accuracy, completeness, non-infringement, merchantability, or fitness for a particular purpose. Customer acknowledges that the Aptean AI Products and Services may produce probabilistic or non-deterministic Outputs, and Licensor does not guarantee the accuracy, completeness, or suitability of any Output. Customer is responsible for reviewing, validating, and applying human judgment to all Outputs. Customer remains solely responsible for any decisions, actions, or outcomes arising from: reliance on Outputs; or recommendations or automated executions performed by Agents within Customer's ERP or business systems.
- d. Customer shall indemnify, defend, and hold harmless Licensor from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer's use of the Aptean AI Products and Services, including any Outputs, configurations, customisations, or modifications developed, implemented, or used by Customer; or (ii) Customer's use of Outputs in violation of Applicable Law or the rights of any third party.
- e. Unless specified in the Blueprint, the Agents do not include custom third-party interfaces. Agents may read from third-party APIs or file drops provided by the Customer. For file-based use, Customer must provide full specifications and sample files. Customer is responsible for all downstream processing and archiving in third-party systems. Licensor is not liable for failures, data corruption, or incompatibilities arising from third-party integrations.