

TERMS OF SERVICE

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNLESS A SEPARATE WRITTEN AGREEMENT IS IN EFFECT THAT SPECIFICALLY GOVERNS THE SUBJECT MATTER HEREOF. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SERVICE. IF YOU ARE USING THE SERVICE ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THIS AGREEMENT.

IF YOU ARE USING THE SERVICE FOR EVALUATION PURPOSES, THE SERVICE IS PROVIDED IN ACCORDANCE WITH THE TERMS OF SECTION 7 (“TRIALS”) BELOW.

This Terms of Service agreement (“**Agreement**”) is entered into by and between Glean Technologies, Inc., a Delaware corporation, headquartered at 260 Sheridan Avenue, Suite 300, Palo Alto, CA 94306, USA (“**Glean**”), and you or the entity you represent placing an Order Form for or accessing the Service (“**Customer**”). This Agreement includes and incorporates any exhibits referenced in this Agreement, any Order Forms, DPA, BAA (as applicable), or other agreement related to the Service and executed by the parties. The “**Effective Date**” of this Agreement is the earlier of: (i) Customer’s initial access to the Service; or (ii) the date of Customer’s first Order Form. Glean and Customer may be referred to in this Agreement individually as a “party” and collectively as the “parties.”

Introduction to Glean: Glean is the Work AI Platform connected to all your data, enabling everyone to find knowledge, generate content, and automate work with AI. Glean customers choose which of their applications are connected to Glean’s service. For all connected applications, the Glean service mirrors the permissions and identity data of such applications, maintaining the applicable security rules. Glean also provides its customers with configurable hosting and large language model options.

1. Service Access and Configurations.

1.1 Access. Subject to the terms of this Agreement, Customer and its Users may access and use the Service during the Subscription Term in accordance with the applicable Order Form and Documentation. Customer may permit its Affiliates (and any third party authorized by Customer to manage the Service on Customer’s behalf) to act as Users provided that any such use is solely for the benefit of Customer. Customer is responsible for each User’s compliance with this Agreement, for each User’s actions while using the Service, and for maintaining the security of each User’s username and password.

1.2 Hosting Rights. Customer has the right to deploy the Service utilizing either of the following hosting options: (i) deployment in Customer’s Cloud Service Provider Account, or (ii) deployment in Glean’s Cloud Service Provider Account. If deployed in Glean’s Cloud Service Provider Account, Customer may further select any supported Cloud Service Provider in any supported hosting region.

1.3 LLM Rights. For any Service utilizing generative AI: (i) Customer has the right to utilize any supported large language models (“**LLMs**”) licensed from any supported LLM Provider, and (ii) Glean and Customer will comply with the AI terms made available at <https://glean.com/legal/ai-addendum> and incorporated herein by reference (“**AI Addendum**”).

1.4 Customer Affiliates. Customer Affiliates may purchase the Service from Glean by executing an Order Form which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Customer Affiliate and the Glean entity signing such Order Form. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to terms applicable to the transaction(s) (including, but not limited to, taxes and governing law).

2. Restrictions. Customer will not (and will not permit its Users or any third party to): (a) sell, rent, assign, sublicense, or distribute the Service, or provide the Service as a commercial hosted service, to any third party; (b) provide access to, or otherwise make available, the Service to any third party (except as expressly set forth in Section 1.1); (c) modify, copy, translate, or create derivative works of, the Service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain or derive the source code or non-public APIs or algorithms of the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Glean); (e) remove or obscure any copyright or proprietary notices contained in the Service; (f) use the Service in violation of applicable law or the Acceptable Use Policy; or (g) use the Service to benchmark the Service, to perform competitive analyses, to copy features or functions of the Service, or to build similar or competitive products or services.

3. Customer Data.

3.1 Rights in Customer Data. As between the parties, Customer or its licensors retain all right, title, and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of operation of the Service, including Input and Output. Subject to the terms of this Agreement, Customer hereby grants to Glean and its Affiliates a non-exclusive, worldwide, non-transferable, and royalty-free right, during the Subscription Term, to process the Customer Data solely for the purpose of providing the Service to Customer or to prevent or address service or technical problems therein.

3.2 Customer Obligations.

(a) In General. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that (i) Customer’s use of the Service in accordance

with this Agreement will comply with applicable laws and government regulations, and (ii) Customer has and will have sufficient rights in the Customer Data to grant the rights to Glean under this Agreement and that the processing of Customer Data by Glean in accordance with this Agreement will not violate any laws, government regulations, any other legal requirements, or the rights of any third party.

(b) HIPAA Data. To the extent applicable, unless Customer has entered into a BAA with Glean, Customer agrees (i) not to process any HIPAA Data via the Service, and (ii) Glean will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar laws, rules or regulations. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.

4. Title and Licenses.

4.1 Title by Glean. Glean and its licensors retain all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, trade name and copyright, whether registered or not registered, in and to the Service and the underlying technology thereof, the Documentation, and any derivative works, modifications, or improvements to any of the foregoing, and anonymized and aggregated information about all Glean's customers' use and interaction with the Service (which is inherent to Glean's provision of the Service). Glean reserves all rights in the Service not expressly granted herein, and no other license or implied rights of any kind are granted or conveyed. "Glean" and associated logos are the registered trademarks or trademarks of Glean and its Affiliates.

4.2 Feedback. Glean may freely use and incorporate into Glean's products and services any suggestions, corrections, enhancement requests, or other feedback provided to Glean by Customer or Users of the Service ("**Feedback**"), provided that Glean's use of such Feedback is anonymized and does not identify Customer or any User in any manner.

5. Fees.

5.1 Fees and Payment. If Customer is purchasing the Service via a Reseller, then all pricing and payment terms will be determined by and between Customer and such Reseller. If Customer is purchasing the Service directly from Glean, Customer shall pay to Glean (or the Glean Affiliate identified in the applicable Order Form) the fees set forth in each applicable Order Form (the "**Fees**"). Any use of the Service by Customer in excess of the licenses granted in the applicable Order Form is subject to billing in arrears by Glean (or Reseller). All Fees payable to Glean under this Agreement shall be paid in United States Dollars (or the currency identified in the applicable Order Form). Payment terms shall be specified in the applicable Order Form.

5.2 Payment Disputes. Nothing in this Agreement prohibits Customer from making good faith disputes of amounts invoiced by Glean ("**Payment Dispute**"). Glean will not

exercise its rights under Section 12.2 (with respect to termination for cause or suspension of the Service) with respect to non-payment by Customer in the event of a Payment Dispute. If the parties are unable to resolve such Payment Dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity. For clarity, any undisputed amounts must be paid in full.

5.3 Taxes. All Fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges including, without limitation, VAT, GST, or similar withholding taxes or obligations (collectively, "**Taxes**"). Customer shall be responsible for paying all Taxes associated with the Service (without any offset or deduction to the fees paid to Glean) other than taxes based on Glean's net income, and Customer may not reduce the fees payable to Glean as a result of Taxes.

5.4 Reseller Order Forms. For any Order Forms placed through a Reseller, Customer acknowledges and agrees that: (i) Glean may share information with such Reseller related to Customer's use and consumption of the Service for account management and billing purposes; and (ii) Reseller is not authorized to make any changes to this Agreement or to make any commitments of any kind on behalf of Glean.

6. Support, Technical Services, and Security.

6.1 Support. During the Subscription Term, Glean will provide Customer the support and service levels for the Service as specified in the Order Form ("**Support**"), in accordance with Glean's Customer Support Service Level Agreement available at <https://glean.com/legal/sla> and incorporated herein by reference ("**Customer SLA**").

6.2 Technical Services. If identified in an applicable Order Form, Glean will provide Customer with the Glean-branded technical assistance for the Service identified in the Order Form ("**Technical Services**"), in accordance with Glean's Technical Services Addendum available at <https://glean.com/legal/tsa> and incorporated herein by reference ("**Technical Services Addendum**"). For clarity, Glean is not responsible for Reseller-branded professional services that Customer may procure from a Reseller directly.

6.3 Security Standard. Glean will use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, or disclosure of Customer Data in accordance with the Glean Security Standard made available at <https://glean.com/legal/security-standard> and incorporated herein by reference ("**Security Standard**").

6.4 Business Exhibits. Glean may update the terms of the Customer SLA, Security Standard, and Acceptable Use Policy (the "**Business Exhibits**") from time to time to reflect process improvements or changing technology, practices, or applicable laws, but for any such updates during an applicable Subscription Term: (i) such change shall not materially diminish Glean's obligations, nor materially increase Customer's obligations, and (ii) Glean will materially comply with the terms of such Business Exhibits in effect as of the effective date of the applicable Order Form.

7. Trials.

7.1 Trial Use. At Customer's request (including via an Order Form), Glean may make available to Customer trial or evaluation use of the Service, including services, software, or features that may not yet be generally available, including pre-release or beta versions of the foregoing which may not operate correctly (collectively, "Trials"). Trials may include partial features or functionality of the Service. Customer may access and use Trials solely for the purpose of evaluating and testing the Service and related features. Except for paid Trials, Glean may terminate Customer's access to and use of any Trial at any time.

7.2 Trial Liability. Except for Customer-paid Trials: (i) Trials are provided "as is" without Support, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise, and (ii) notwithstanding Section 11 (Limitation of Liability) or any other provision of this Agreement, Glean's maximum aggregate liability under any Trial shall be capped at fifty thousand dollars US (\$50,000 US).

8. Warranties and Disclaimers.

8.1 Glean Warranty. Glean warrants that the Service will perform, in all material respects, in accordance with the Documentation during the Subscription Term. In the event of a breach of this warranty, Glean will use commercially reasonable efforts to correct the reported non-conformity, at no additional charge to Customer, or if Glean determines such remedy to be impracticable, either party may terminate the applicable Order Form and Customer will receive a prorated refund of Fees pre-paid to Glean for Customer's use of the Service for the remainder of the Subscription Term. The foregoing remedy shall be Customer's sole and exclusive remedy for any breach of warranty under this Section 8.1.

8.2 Exclusions. The warranty in Section 8.1 does not apply to any unavailability or non-conforming functionality of the Service arising or resulting from: (i) factors outside of Glean's reasonable control, including any force majeure event, Customer's Internet access, or other problems beyond the scope of the Service; (ii) Customer's failure to promptly notify Glean of the alleged non-conformity to the extent Glean is materially prejudiced from resolving the same due to Customer's failure to promptly notify; (iii) misuse or unauthorized modification of the Service, or as a result of Customer or third party equipment, software, services, or technology not within Glean's direct control; (iv) any performance issues or unavailability of Customer's Cloud Service Provider Account or Connected Applications; or (v) Glean's suspension or termination of Customer's right to use the Service in accordance with this Agreement.

8.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY OUTPUT IS PROVIDED "AS IS," AND GLEAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. GLEAN DOES NOT WARRANT AGAINST

LOSS OR INACCURACY OF DATA OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. GLEAN SHALL NOT BE LIABLE FOR PROBLEMS INHERENT IN USE OF THE INTERNET OR FOR ISSUES RELATED TO CUSTOMER'S NETWORK OR CLOUD SERVICE PROVIDER ACCOUNT.

8.4 Compliance with Laws. Glean will provide the Service in accordance with laws and government regulations as applicable to Glean's provision of the Service to its customers generally, without regard to Customer's particular use of the Service.

9. Confidentiality.

9.1 Obligations. Each Receiving Party shall protect the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care). The Receiving Party shall: (i) not use or disclose any Confidential Information of the Disclosing Party for any purpose except as necessary in performance of its obligations under this Agreement or as otherwise authorized by the Disclosing Party in writing; and (ii) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who have a need to know such Confidential Information for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. All Confidential Information shall remain the property of the Disclosing Party. Upon termination, the Receiving Party shall cease any use of the Disclosing Party's Confidential Information. Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all documents and tangible materials containing Disclosing Party's Confidential Information and provide a signed document attesting to such return or destruction.

9.2 Procedure. If Receiving Party is required by applicable law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

10. Indemnification.

10.1 By Glean. Glean will defend, indemnify, and hold Customer and its Affiliates harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim brought by a third party alleging that the Service infringes a copyright, trademark, or U.S. patent, or misappropriates a trade secret. Notwithstanding the foregoing,

Glean will have no obligation with respect to any infringement claim based upon: (a) any use of the Service that is not in accordance with this Agreement or the corresponding Documentation; (b) any use of the Service in combination with other products or services not provided by Glean if such infringement would not have arisen but for such combination; or (c) any modification of the Service if such infringement would not have arisen but for such modification. If Customer's use of the Service is, or in Glean's opinion may become, enjoined as a result of an infringement claim, or if Glean determines such actions are reasonably necessary to avoid liability, Glean may, at its option and expense, either: (i) procure for Customer the right to continue using the Service; (ii) replace or modify the Service so that it becomes non-infringing and remains functionally equivalent; or (iii) if, despite its commercially reasonable efforts, Glean is unable to do either (i) or (ii), Glean will terminate the rights herein and pay to Customer a refund of any prepaid unused Fees for the Service purchased hereunder. This Section 10.1 states Glean's entire liability, and Customer's sole and exclusive remedy, for infringement claims and actions.

10.2 By Customer. Customer will defend, indemnify, and hold Glean and its Affiliates harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim brought by a third party arising from or relating to the Customer Data or any Customer-offered product or service used in connection with the Service.

10.3 Procedure. The obligations under this Section 10 are subject to the party seeking indemnity or reimbursement hereunder (the "**Indemnified Party**") notifying the other party (the "**Indemnifying Party**") promptly in writing of such claim, giving the Indemnifying Party sole control of the defense thereof and any related settlement negotiations, and cooperating and assisting in such defense at the Indemnifying Party's reasonable request and expense (including reasonable attorneys' fees). Notwithstanding the foregoing, the Indemnifying Party shall not settle any claim without the Indemnified Party's prior written consent if the settlement would require the Indemnified Party to: (i) pay any amounts; or (ii) require the Indemnified Party to make an admission of wrongdoing or fault. Nothing in this Section 10 prohibits the Indemnified Party from participating in the defense of any claim at its own expense.

11. Limitation of Liability. EXCEPT AS TO "EXCLUDED CLAIMS," TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN:

(A) NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST OPPORTUNITIES, OR INTERRUPTION OF BUSINESS, OR THE COST TO PROCURE SUBSTITUTE GOODS OR SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE;

(B) SUBJECT TO SECTION 11(C), EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED

THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM (THE "**TOTAL FEES**").

(C) IN THE CASE OF ANY "DATA PROTECTION CLAIMS," EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE FOLLOWING (THE "**DATA PROTECTION CLAIMS CAP**"): (I) TWO TIMES (2X) THE TOTAL FEES; (II) TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$250,000 USD); OR (III) THE FOLLOWING APPLICABLE AMOUNT:

(i) ONE MILLION U.S. DOLLARS (\$1,000,000 USD) IF THE "TOTAL FEES" ARE AT LEAST TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS US (\$250,000 USD); OR

(ii) FIVE MILLION U.S. DOLLARS (\$5,000,000 USD) IF THE "TOTAL FEES" ARE AT LEAST ONE MILLION U.S. DOLLARS (\$1,000,000 USD).

(D) IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE "TOTAL FEES" AND THE "DATA PROTECTION CLAIMS CAP". SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO THE "TOTAL FEES" AND THE "DATA PROTECTION CLAIMS CAP," THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE "DATA PROTECTION CLAIMS CAP."

12. Subscription Term; Termination.

12.1 Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. If there is no Order Form currently in effect, either party may terminate this Agreement upon written notice to the other party. Each Order Form will terminate upon expiration of the applicable Subscription Term, unless expressly stated otherwise therein or in this Agreement.

12.2 Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party (i) materially breaches any provision of this Agreement and fails to cure such breach within 30 days from the date of such party's written notice to the other party; or (ii) seeks protection under any bankruptcy or similar proceeding and such proceeding is not dismissed within 60 days. Additionally, Glean may suspend Customer's access to or use of the Service if Customer fails to cure any nonpayment within 30 days after Glean's notice to Customer. Except as otherwise set forth herein, the Service may not be cancelled or terminated by Customer during the Subscription Term.

12.3 Effect of Termination. Upon termination of this Agreement: (i) Glean will delete the Customer Data stored in the Service; and (ii) Customer shall promptly: (a) discontinue all use of the Service, and (b) pay all amounts due during the Subscription Term. For any termination of this Agreement by Customer for cause in accordance with Section 12.2(i), Customer shall be entitled to a refund of any prepaid unused Fees for the Service purchased hereunder. Sections 4.1, 4.3, 9, 10, 11, 12.3, 13 and 14 will survive any termination of this Agreement.

13. General Provisions.

13.1 Governing Law. This Agreement will be governed by the laws of the State of New York and the United States without regard to any conflicts of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.2 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, certified overnight delivery, registered mail (return receipt requested), or email and shall be deemed given upon receipt. Email notices to Glean shall be sent to legal@glean.com and to Customer at the email address(es) identified in the applicable Order Form.

13.3 Export Controls. The Service and related technology are subject to U.S. export laws and may be subject to export regulations in other countries. Customer agrees not to use or export (directly or indirectly) the Service or related technology in violation of applicable export laws or regulations. Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that has been designated by the U.S. government as a “terrorist supporting” country.

13.4 U.S. Government Customers. The Service is a “commercial item” as defined in Federal Acquisition Regulation (“FAR”) 2.101. If the Service is acquired by or on behalf of any agency not within the U.S. Department of Defense (“DOD”), the Service is subject to this Agreement in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If the Service is acquired by or on behalf of any agency within the DOD, the Service is subject to this Agreement in accordance with Defense Federal Acquisition Regulation (“DFARS”) 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This Section 13.4 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under this Agreement.

13.5 No Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party’s assets or voting securities. Any other transfer or assignment of this Agreement except as expressly authorized under this Section will be null and void.

13.6 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to any cause beyond such party’s reasonable control, including acts of God, labor conditions, systemic electrical, telecommunications, or other utility failures, earthquakes, floods, fires, storms, acts of terrorism, war, or acts or orders of government.

13.7 Miscellaneous. This Agreement, together with any Order Form, the Business Exhibits, DPA and (as applicable) any BAA, constitutes the entire agreement between Glean and Customer and supersedes all previous written and oral

communications between the parties with respect to the subject matter hereof. Notwithstanding the foregoing, Customer may elect to use Optional Offerings in its sole discretion. No varying terms stated in a purchase order or other ordering document (other than Order Forms) shall form any part of this Agreement, and all such terms and conditions shall be null and void. From time to time, Glean may modify this Agreement, and any changes become effective for Customer upon renewal of the then-current Subscription Term or entry into a new Order Form after the updated version of this Agreement goes into effect. Customer’s continued use of the Service after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14. Definitions.

“**Acceptable Use Policy**” means Glean’s acceptable use policy made available at <https://glean.com/legal/aup>.

“**Affiliate**” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, a party. As used herein, “control” means the power to direct the management of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting securities or interests of an entity.

“**BAA**” means a business associate agreement governing the parties’ obligations with respect to any HIPAA Data executed by the parties, if applicable. Glean’s form of BAA is made available at <https://glean.com/legal/baa/>.

“**Cloud Service Provider**” means a supported, third-party public cloud provider such as Amazon Web Services, Google Cloud Platform, or Microsoft Azure.

“**Cloud Service Provider Account**” means a hosted user account with a Cloud Service Provider.

“**Confidential Information**” means non-public information that is identified as confidential at the time of disclosure by the disclosing party (the “**Disclosing Party**”) or that should reasonably be understood by the receiving party (the “**Receiving Party**”) to be confidential due to the nature of the information or the circumstances surrounding its disclosure. Without limitation: (a) Glean’s Confidential Information includes all non-public information relating to the Service, including Fees identified in any Order Form, performance or benchmark results, and any usage statistics; and (b) Customer’s Confidential Information includes Customer Data. Confidential Information does not include information that: (i) is made generally available to the public without breach of this Agreement or of any existing confidentiality obligations governing such information; (ii) is developed by the Receiving Party independently from and without reference to the Confidential Information; (iii) is disclosed to the Receiving

Party by a third party without restriction; or (iv) was in the Receiving Party's lawful possession prior to disclosure and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party.

"Connected Application" means a supported, third-party enterprise application licensed independently by or for Customer and selected by Customer for submitting Customer Data to the Service. A listing of Glean's generally-available, supported Connected Applications is available at <https://glean.com/connectors>.

"Customer Data" means any Customer content, data, information, or other materials that Customer submits to the Service via a Connected Application.

"Data Protection Claims" means any claims arising from a party's breach of Section 6.3 (Security Standard), Section 9 (Confidentiality), the DPA, and the BAA (if applicable), where such breach results in the unauthorized disclosure of Customer Data, or breach of Section 3.2 (Customer Obligations).

"Documentation" means Glean's technical documentation and usage guides for the Service as made available through the Service or at <https://help.glean.com>, as updated from time-to-time.

"DPA" means a data processing addendum, if applicable. Glean's form of DPA is made available at <https://glean.com/legal/dpa/>.

"Excluded Claims" means obligations and claims based on: (a) a party's breach of its obligations in Section 9 (Confidentiality) (but excluding obligations and claims relating to Customer Data); (b) either party's express obligations under Section 10 (Indemnification); and/or (c) liability which, by law, cannot be limited (e.g., tort claims for gross negligence and intentional misconduct).

"HIPAA Data" means any patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act, as amended and supplemented

(HIPAA), or any similar federal or state laws, rules or regulations.

"Input" means any natural language statement, SQL request, prompt, or other query that a User provides to the Service to solicit a response or result from an LLM.

"LLM Provider" means a supported, third-party LLM provider such as OpenAI, Inc. (GPT), Anthropic PBC (Claude), or Google, Inc. (Gemini).

"Optional Offerings" means optional features, functionality, or other offerings that Customer may use in connection with or as part of the Service, which either supplement this Agreement or form an independent agreement and are subject to the offering-specific terms made available at <https://glean.com/legal/optional-offerings>.

"Order Form" means a quote, or other written or online ordering document, issued by Glean or a Reseller, which has been agreed to by Customer by means of signature, issuance of a purchase order, or, if applicable, online acceptance (i.e., a cloud marketplace private offer). Customer's use of any Service procured through a Reseller will be subject to the terms of this Agreement.

"Output" means any generative AI output provided by any LLM Provider via the Service after processing an Input.

"Reseller" means a Glean-authorized reseller of the Service.

"Service" means Glean's software-as-a-service offerings identified in the applicable Order, together with all associated Documentation.

"Subscription Term" means the specified period of time during which Customer is entitled to access and use the Service as identified in the applicable Order.

"Users" means the persons allowed access to the Service by or on behalf of Customer, including its, and its Affiliates', employees, independent contractors, and consultants.