SYSAID TECHNOLOGIES ("SYSAID") CLOUD TERMS AND CONDITIONS

THE BELOW TERMS AND CONDITIONS ("**TERMS**") GOVERN THE USE OF SYSAID SAAS SERVICES. YOUR USE OF AND ACCESS TO SYSAID'S SERVICES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND ALL LINKS AND ADDENDA INCORPORATED HEREIN. BY CLICKING THE 'PROCEED NOW' BUTTON/BOX ON YOUR QUOTE AND SUBSEQUENTLY, THE 'SUBMIT' BUTTON/BOX ON YOUR ORDER FORM AND RECEIVING YOUR ORDER CONFIRMATION (COLLECTIVELY "**ORDER DOCUMENTS**", WHICH SPECIFY THE SERVICES TO BE PROVIDED UNDER THESE TERMS), YOU AGREE TO BE BOUND BY THE TERMS CONTAINED THEREON IN ADDITION TO THESE TERMS. BY SUBMITTING THE ORDER FORM AND, IN ANY EVENT, ACCESSING SYSAID'S SERVICES, I REPRESENT AND WARRANT THAT I AM AUTHORIZED TO ACT ON BEHALF OF MY ENTITY OR ANOTHER LEGAL ENTITY ("YOU", "YOUR" OR "CUSTOMER") AND ENTER INTO A BINDING LEGAL AGREEMENT WITH SYSAID BASED ON THESE TERMS.

1. **General.** Subject to these Terms and during the Term (defined below), SysAid provides You access to SysAid's Management Solution hosted by SysAid or by SysAid's hosting partners ("**Platform**" or "**Services**"), in accordance with what You ordered as detailed on Your Order Documents. Refer to https://www.sysaid.com/product/product-summary for a full description of SysAid's services and offerings ("**Offerings**"). These Terms set forth the basis on which You are permitted to access and use the Platform and receive the Services. Any new features that SysAid adds to its Offerings, including the release of new versions or capabilities made available to You, are retroactively subject to these Terms.

2. **Subscription**. To the extent You have purchased a license to use the Services, SysAid hereby grants You, subject to these Terms, a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to remotely access and use the Platform during the Term solely for Your internal purposes subject to the terms and limits enumerated on Your Order Documents, applicable laws and without violating third party right ("**Subscription**").

3. **Technical Support**. During the Term, SysAid shall provide You with access to the Platform, and provide You technical support for the Services as described in SysAid's Service Level Agreement. You may view SysAid's Uptime Commitment to You here. You may view SysAid's Data Backup Policy here.

4. **Restrictions**. You shall not, and will not permit any third party to or permit or encourage to be done any of the following license restrictions (in whole or in part): (a) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects of the object code or underlying structure (such as the sequence, organization, file formats, non-public APIs, ideas, or algorithms); (b) copy, "frame" or "mirror" the Services other than on Your own intranet or otherwise for Your own internal business purposes; (c) sell, assign, transfer, rent, sublicense, resell, or otherwise commercially exploit or distribute, make available the Services to any third party or for any purpose other than Your own internal business purposes; (d) modify, alter, adapt, arrange, translate, access or create derivative works based on, copy any ideas, features, functions or graphics of the Service or use it to develop any service or product that is substantially similar to it; (e) remove, alter, or conceal any copyright, trademark, or other restricted proprietary rights notices displayed on or in the Services; (f) store or transmit any robot, malware, trojan horse, spyware, time bomb or other harmful or malicious code, file, or program intended, or that has the potential, to damage or disrupt the Services; (g) upload or otherwise transmit through the Service any material which violates or infringes in any way upon the rights of others, which violates any privacy right, or other right of any person or entity, or any law or obligation, including any third party intellectual property right; (h) which is unlawful, illegal, threatening, invasive of any person's privacy, defamatory, libelous, deceptive, misleading, untruthful, tortuous, offensive, pornographic, or otherwise inappropriate which encourages conduct that may constitute a criminal offense, or otherwise violates any law; (i) take any action that imposes or may impose an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which support the Services, or otherwise abuse or disrupt its integrity; (j) circumvent, disable or otherwise interfere with security-related or technical features of the Services; (k) use the Services other than for your reasonable internal business purposes; (l) use the Service in any unlawful manner or in breach of these Terms and/or applicable law, including related to intellectual property, data privacy, international communications and transmission of technical or personal data; (m) use the Service if You are Our competitor or in order to develop a competing service or product; or (n) You are not legally or otherwise authorized to form a binding contract with SysAid. You shall fully indemnify, defend and hold SysAid harmless from any damages suffered by SysAid arising from Your breach of this Section.

5. **Your Responsibilities**. You are solely responsible for obtaining or providing Internet service, telephone and computer equipment, and any other hardware and software necessary to access or connect with the Services. SysAid shall not be responsible or liable for network-related problems affecting the operation of the Services and that Internet and network configuration changes may affect the Service's performance and accessibility. You shall be responsible for conforming to the service system requirements as enumerated here. You shall notify SysAid immediately of any unauthorized use of any password or account or any other known or suspected breach of security, and use reasonable efforts to immediately stop unauthorized copying or distribution of content known or suspected by You. You are responsible for Your and Your Users' actions when using the Services which (1) are in breach of any applicable law; (2) constitutes a breach of these Terms; (3) are in violation of any rights of any third party; and (4) warrant that you have obtained all licenses, rights and permissions necessary for the provision to and use by SysAid of Your Data under these Terms.

6. **Intellectual Property**. All intellectual property rights, title and interest in and to the Platform or any portion thereof, and all corrections, modifications, enhancements and derivatives including data related to Your usage, and all other rights therein are and shall remain the sole and exclusive property of SysAid; all rights not expressly granted hereunder are reserved by SysAid. For the avoidance of doubt, "SysAid IT", "Ilient" and "SysAid" are trademarks of SysAid; all other trademarks, service marks, product names and company names, if any, referenced in the Platform, are the intellectual property of their respective owners and no right, license, or interest is granted hereunder. You shall retain all rights, title and interest in and to Your data. Any error and bug reports, ideas, requests, recommendations, comments, concepts, paid custom developments and other suggestions (collectively "**Feedback**") that You provide to SysAid, will be solely owned by SysAid. SysAid may freely use, disclose, license, and distribute any Feedback in any manner without any obligation, royalty or restriction, provided You are not identified in connection with any such Feedback without Your consent.

7. **Privacy**. You acknowledge and agree that Your access and use of the Platform, including, without limitation, any information transmitted to or stored on the Platform, is subject to SysAid's privacy policy. SysAid agrees during the Term to implement reasonable security measures to protect and backup Your data and will, at a minimum employ industry standard security and backup procedures. In accordance with our privacy policy, SysAid collects data about Your use of the Platform in an effort to continuously improve our service. You acknowledge that the use of the Services may involve processing of personal information about Your permitted users and other third parties ("**Personal Information**") and You shall be responsible for having all necessary rights to collect and process and allow for collection and processing of such Personal Information. At all times during the Term, You shall retain ownership and control of the Personal Information and may access, modify and delete Personal Information that is stored on the Platform; SysAid shall not use Your Personal Information for any purpose other than for providing the Services which may include transferring data by SysAid to its affiliates and subcontractors, including transfers outside of the European Economic Area. To the extent that, in connection with SysAid performing its obligations under this Agreement, SysAid processes any Personal Data that is subject to Data Protection Laws and Regulations, as defined in the Data Processing Addendum ("DPA"), and You need a DPA, SysAid shall comply with the requirements of the processor under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, including as implemented or adopted under the laws of the United Kingdom ("GDPR"), with respect to processing Personal Information of individuals covered by the GDPR, the terms of the DPA incorporated herein, shall apply; the DPA is viewable at DPA. With respect to Your data, You shall be and act as the controller as that term is defined in the GDPR; at all times, You shall comply with all laws and regulations, including, without limitation, privacy and data protection laws and regulations permitting SysAid to use the data provided by You, controlled by You or with respect to which You are considered a data controller.

8. **Confidentiality.** All designs and other technical, marketing, commercial and other information relating to the Services including pricing and/or SysAid's business activities and/or any proprietary or confidential information of SysAid disclosed pursuant to these Terms which is identified as confidential at the time of disclosure or which would reasonably be considered confidential or proprietary in nature shall be considered "**Confidential Information**". You agree to use SysAid's Confidential Information only in connection with the Subscription and for no other purpose, to keep such Confidential Information confidential, and not to disclose such Confidential Information to any third party, except with SysAid's prior written consent. If disclosure of such information is required by law, You shall give written notice to SysAid prior to such disclosure and provide SysAid with an opportunity to take legal steps to resist or narrow such request. At all times, all right, title and interest in and to Confidential Information shall remain SysAid property.

9. **SysAid Copilot and Virtual Support Agent**. As part of the Services, SysAid may provide You with various AI-enabled features and functionalities ("**SysAid Copilot**"), including, but not limited to AI Chatbot for End Users and for Admin ("**Virtual Support Agent**"). The use of SysAid Copilot is governed by the terms attached as <u>Annex A</u> and is hereby incorporated only if your use of SysAid's Services involves the SysAid Copilot.

10. **Fees**. In consideration for Your use of the Services, You shall pay SysAid the fee ("**Fee**") as set forth in Your Order Documents, which shall be fixed throughout the duration of Your Initial Term. Unless expressly stated otherwise in Your Order Documents: (a) all Fees are to be paid in the currency indicated on Your Order Documents; (b) all payments under these Terms are non-refundable, non-cancellable and are without any right of set-off; (c) all Fees shall be paid within the payment period stated on Your Order Documents and Pro-Forma Invoice; and (d) any payment not received from You when due may accrue interest on a daily basis until paid in full, at the rate of one and a half percent (1.5%) per month. You agree that in the event SysAid is unable to collect the Fees, SysAid may take any steps it deems necessary to collect such Fees and You shall be liable for all expenses associated therewith, including legal fees, relating to their collection. Without derogating from the above-mentioned, SysAid may update its price list, from time to time, per its sole discretion and any price changes will be effective upon the commencement of Your next Renewal Term.

11. **Taxes**. Unless indicated otherwise on the Order Documents, all amounts payable under the Order Documents are not subject to any set off or deduction of any kind, they are exclusive of, and You are solely responsible for, all sales, use, transfer, corporate, excise, value-added, goods and service, withholding and any other taxes assessable by any jurisdiction ("**Taxes**").

If You are required to withhold any amounts due to applicable tax laws or regulations, You shall pay to SysAid the net amount payable to SysAid *after* withholding of taxes, which shall equal the amount that would have been otherwise payable under these Terms. For clarity, SysAid shall be solely responsible for taxes assessable against SysAid based on our income, property, and employees. You agree to hold SysAid harmless from all claims and liabilities arising from Your failure to report or pay any applicable taxes, duties or other governmental charges.

12. **Suspension**. SysAid reserves the right to temporarily suspend the provision of the Service (a) if You fail to pay any amount due under these Terms on its due date after being notified to make such payment. SysAid will make efforts and work with You towards remediation until the reason underlying the suspension is fully cured; (b) if necessary as a result of Your breach of Sections 4 *(Restrictions)*; (c) if SysAid reasonably determines suspension is necessary to avoid material harm to SysAid, including if the Service's cloud infrastructure is experiencing denial of service attacks or other disruptions outside of SysAid's control, or (d) as required by law or at the request of governmental entities.

13. **Term.** These Terms shall become effective on the date listed on Your Order Confirmation ("**Effective Date**"), and shall continue until Your Subscription period expires (as specified in Your Order Documents) ("**Initial Term**"). Thereafter, these Terms and Your Subscription shall automatically renew for successive annual periods or a multi-year period to be agreed upon unless either party gives written notice to the other at least sixty (60) days prior to the end of the then current Term (each a "**Renewal Term**", and together with the Initial Term, the "**Term**"). For clarity, if Your Initial Term encompasses a multi-year term of service, Your first Renewal Term will commence upon the conclusion of the entire multi-year Term and not after the first year of the multi-year Term. Additional Services may be added during Your Term under that Term's pricing structure, prorated for the portion remaining of that Term at the time the additional Services are added.

14. **Termination**. Either party may terminate these Terms (i) if the other party materially breached these Terms and such breach remains uncured upon thirty (30) days written notice or (ii) immediately, if the other party ceases doing business or is the subject of a bankruptcy or similar proceeding that is not dismissed within sixty (60) days of filing; Termination of the Agreement shall be in addition to and not in lieu of any equitable remedies. This and the following sections shall survive the termination of these Terms: Sections 4 (Restrictions), 6 (Intellectual Property), 7 (Privacy), 8 (Confidentiality), 9 (Fees), 10 (Taxes), 15 (Disclaimer), 16 (Limitation of Liability), 17 (Indemnification), and 18 (General).

15. **Representation and Warranties**. You represent, warrant and covenant that: (a) You, and Your Users shall not use the Services in breach of these Terms, applicable law or in a way that violates or misappropriates any third party rights (including, without limitation, privacy or intellectual property rights); and (b) You have obtained all licenses, rights, consents, permissions and legal basis necessary for the provision to, and use by, SysAid of Your Data under these Terms. SysAid warrants that at the time of performance and during the Term, the Services will be performed: (1) in a workmanlike manner; (2) in accordance with generally accepted industry standards; (3) substantially in accordance with the functions described in the Documentation (4) and that SysAid will comply with all applicable laws and regulations in fulfilling its obligations under these Terms. SysAid's warranty is conditioned upon Your use of the Services strictly in compliance with these Terms; and will be excluded in the event that any modification to the Services is made by a party other than SysAid; or if the Services were combined with other products, processes, or platforms not supplied or supported by SysAid.

16. **Warranty Disclaimer**. Except for the express limited warranties provided hereunder, You assume all responsibility for the use of the Platform including its selection to achieve Your objectives. YOUR USE OF AND RELIANCE UPON THE CONTENT DERIVED, PRODUCED OR OTHERWISE CREATED THOUGH YOUR USE OF THE PLATFORM AND YOUR DATA IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND SYSAID SHALL HAVE NO RESPONSIBILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING. IN ADDITION, SYSAID MAKES NO WARRANTY AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION OR DATA GENERATED BY USING THE SYSAID PLATFORM BASED UPON YOUR INPUTS. THE SYSAID PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY IMPLIED WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. SYSAID DOES NOT WARRANT THAT THE SYSAID PLATFORM OR ANY SERVICES WILL BE ACCURATE AND/OR DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION. YOU AGREE THAT SYSAID WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY INTERNET PROVIDERS. SYSAID FURTHER WILL NOT BE HELD RESPONSIBLE IN CASE OF EVENTS BEYOND ITS REASONABLE CONTROL AS WELL AS FOR ANY ACTS OR OMISSIONS OF ANY THIRD-PARTY INCLUDING USERS, OR ANY INVITEES AND/OR ATTENDEES OR ANY OF YOUR CUSTOMERS. YOU ACKNOWLEDGE THAT SYSAID ASSUMES NO RESPONSIBILITY FOR MONITORING THE SERVICES FOR INAPPROPRIATE CONTENT OR CONDUCT. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply. You acknowledge that the Platform may enable or assist You in accessing or using third party services solely at Your own risk; SysAid makes no representation and shall have no liability in relation to the content or use of, or correspondence with, any such third-party service.

17. **Limitation of Liability.** EXCEPT FOR (A) EITHER PARTY'S VIOLATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS, (B) VIOLATION OR BREACH OF THE OTHER PARTY'S CONFIDENTIALITY OBLIGATIONS, (C) EITHER PARTY'S WILLFUL MISCONDUCT OR (D) YOUR PAYMENT OR INDEMNIFICATION OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (I) NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOOD OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) SYSAID'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO SYSAID DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

18. **Indemnification**.

18.1. SysAid shall indemnify You, including Your officers, directors, employees and agents from any third party claim including liabilities, penalties, settlements and expenses ("**Liabilities**") finally awarded by a competent court or finally settled from a copyright infringement claim, trade secret misappropriation claim, or claim of infringement of a U.S. patent directly deriving from the Services, except for claims for which SysAid is entitled to indemnification under the following sub-section, in which case SysAid shall have no obligations with respect to such claim. If a third party alleges that the Service infringes the Intellectual Property of such third party, SysAid shall, at its sole option and expense, procure for You the right to continue use of the Service, modify the Service in a manner that does not materially impair its functionality, or terminate the applicable service and refund any pre-paid fee with respect to that Service following the termination date. SysAid will have no indemnification obligation under this Section 17.1 for a violation of third party Intellectual Property right if the action arises out of (a) any unauthorized use, reproduction, or distribution of the Services by You; (b) any modification or alteration of the Platform by anyone other than SysAid; (c) the use of the Services in combination with any other software or equipment, not approved in writing by SysAid; (d) use of the Services in violation of the terms of these Terms.

18.2. You shall fully indemnify, defend and hold SysAid, including its officers, directors, employees, subsidiaries and affiliates, harmless from any and all Liabilities arising from Your use of the Services, Your breach of applicable law or these Terms or violations of third-party rights.

18.3. As a condition precedent to the indemnity obligations above, the indemnified party shall provide the indemnifying party prompt notice of any such claim made against it, grant the indemnifying party control of the defense thereof, and reasonably assist in defending the claim. The indemnified party will not be bound by any settlement that the indemnifying party enters into without the indemnified party's prior written consent, such consent not to be unreasonably withheld.

19. **General Provisions**.

19.1. **Entire Agreement**. These Terms, along with Your Order Documents and various provisions incorporated by reference, constitute the sole and entire Agreement between SysAid and You and supersedes all prior discussions and representations between the Parties relating to the subject matter thereof. Neither party relies on any promise, assurance, statement, representation, warranty or understanding of any person relating to the subject matter of the Agreement, other than as stated in the Agreement. In the event You are upgrading, renewing or otherwise expanding Your SysAid Services, then these Terms, along with Your current Order Documents, shall supplement Your previous SysAid Agreement. Without derogating from the Fees as per clause 10 above, SysAid periodically updates its Terms, which will become effective and binding one business day following their publication. In the event of any conflict or inconsistency among the following documentation, the order of precedence shall be (1) Your applicable Order Form, (2) its respective Quote, (3) these Terms, (4) Your Purchase Order ("PO"); none of the terms on Your PO, other than those consistent with the Your Order Documents shall be incorporated into or form part of Your Agreement, notwithstanding any language to the contrary thereon, and all such terms or conditions shall be null and void. SysAid may refer to Your PO and its corresponding reference number; SysAid's reference thereto does not imply acceptance of the terms stated thereon. Any reference in these Terms to SysAid refers solely and exclusively to the SysAid entity listed on your Order Form, which will be the only entity with whom You have a contractual relationship. You represent and warrant that the individual binding a party under these Terms is authorized to do so.

19.2. **Independent Parties**. You and SysAid are independent Parties. Nothing in these Terms will be construed to make either Party an agent, employee, joint venturer or representative of the other Party. Neither Party shall have, or represent to have, any authority to bind the other Party or act on its behalf. Nothing in these Terms is intended or shall be construed

as a third-party beneficiary agreement, nor shall these Terms confer, convey or be deemed to accord any rights to any third party.

19.3. **Assignment**. Neither Party may assign or otherwise transfer these Terms or any of the rights or obligations hereunder without the other Party's prior written approval, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding, either Party may assign these Terms, in their entirety upon written notice to the other Party, to an affiliate or in connection with a merger, acquisition or sale of all, or substantially all of the assigning Party's assets, or similar transaction so long as the affiliate company is not a competitor of the other Party.

19.4. **No Waiver**. A Party's waiver of a breach or default by the other Party of any provision of these Terms shall not be construed as a waiver of any successive breach or default by the other Party, nor shall a Party's failure to exercise or enforce any right or provision of these Terms be deemed to be a waiver of such right or provision.

19.5. **Severability**. If any provision of these Terms is held by a court of competent jurisdiction to be unlawful, such provision shall be reformed only to the extent necessary to make it enforceable, and such reformation shall not affect the enforceability of that provision or the balance of these Terms; or if such reformation is not possible, that clause shall null and void and the remainder of these Terms shall remain in full force and effect. If any provision of these Terms is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected.

19.6. **Amendments**. Except as otherwise provided herein, any waiver, amendment or other modification of these Terms will not be effective unless in a physical writing executed by both Parties.

19.7. **Governing Law and Venue**. Unless explicitly stated otherwise in Your Order Documents, the applicable governing law provision is based on Your country of incorporation as provided here. Notwithstanding anything to the contrary, We may seek injunctive relief in any competent court worldwide.

19.8. **Force Majeure**. Neither Party will be liable for any failure or delay in performing an obligation under these Terms that is due to causes beyond its reasonable control, such as natural catastrophes, acts of terrorism or war, or governmental acts or omissions, laws or regulations ("Force Majeure Event"). In no event shall a Force Majeure Event excuse You from paying amounts due under these Terms.

19.9. **Client List**. You agree that We may list You as a customer and reproduce Your logo and registered trademark online or in printed materials solely to indicate that You are or were a licensee or user of the Platform, unless and until You provide Us with a written notice not to do so. Each Party shall retain all intellectual property rights in and to such company logo. You shall not use SysAid's logo without SysAid's prior written consent.

19.10. **Corporate Anti-Bribery Policy and Anti-Corruption Laws, Anti-Slavery Policy and Non-Discrimination Policy**. The following policies are incorporated into these Terms: Anti-Slavery Policy and Non-Discrimination Policy and Anti-bribery Policy Anti-Corruption Laws.

19.11. **Notice**. Notices and all other communications provided for in these Terms shall be in writing and shall be deemed to have been duly given when personally delivered or sent by email (legal@sysaid.com) if to SysAid, and the email You provided on your Order Documents if to You.

ANNEX A

SYSAID COPILOT AND VIRTUAL SUPPORT AGENT - TERMS AND CONDITIONS

As part of the Services, SysAid may provide You with various AI-enabled features and functionalities ("**SysAid Copilot**"), including, but not limited to AI Chatbot for End Users and for Admin ("**Virtual Support Agent** ").

1. The AI Functionalities and the Virtual Support Agent could involve integrations with third parties, such as OpenAI LLC ("**OpenAI**") or Microsoft Azure Open AI Services ("**Azure**"). SysAid may provide You with SysAid Copilot which may include, without limitation, OpenAI or Azure language-generation models ("**LLM**"), incorporated into SysAid Copilot, to be used as a tool to create automatically generated tickets, answers to questions, descriptions, instructions, and other texts. You may use the SysAid Copilot only in supported geographies.

2. For the purpose of providing you with the SysAid Copilot, SysAid may integrate data from Your tickets to your designated Virtual Support Agent. You acknowledge, instruct, and agree to SysAid's use of Your information and data to train Your designated Virtual Support Agent (including, without limitation, customer tickets and other forms of content or data). Such Virtual Support Agent will be offered as a customized version for Your use only. For clarity, SysAid does not share Your information with other customers, and it uses Your information solely for the purposes of providing SysAid Copilot to You.

3. You shall obtain and maintain all necessary consents, rights and permits and provide all necessary notices for such use of Your information by us. In connection with your use of the SysAid Copilot. You may provide input ("**Input**"), and receive output generated and returned by the SysAid Copilot based on the Input ("**Output**"). You acknowledge that you are not required by law or otherwise to provide any specific Input and that any Input is provided on a voluntary basis. In addition, You acknowledge that the Output is subject to, depends on, and is a function of the Input. You acknowledge that any Output may not be unique.

4. As between You and SysAid, SysAid and its third-party technology providers and licensors (including, without limitation, OpenAI and Azure), as applicable, own and reserve all legal right, title and interest in and to the SysAid Copilot, including all intellectual property and proprietary rights.

5. You may not use SysAid Copilot to create or share Output in a manner that violates this document and/or any third-party policies, such as OpenAI and Azure policies, including, without limitation, OpenAI's Content Policy; Usage Policy, Sharing and Publication Policy, Community Guidelines, and Open AI Terms, and Azure AI Policy, which apply to the use of OpenAI / Azure LLM.

6. The SysAid Copilot and the Outputs are provided to the Customers on an "as is" and "as available" basis. SysAid disclaims all express warranties and all implied warranties, including merchantability and fitness for a particular purpose. In addition, SysAid Copilot was developed to support Inputs in English, resulting in Outputs in English. You shall be the sole responsible for the Input and the Output provided (both from content and language perspectives). You acknowledge that no security measures can fully prevent all potential loss, misuse or alteration of personal and other information provided as Input, and therefore, SysAid and any of its affiliates shall, to the fullest extent permitted by law, not be liable for any potential losses or damages arising as a result of SysAid Copilot.

7. SysAid disclaims all express warranties and all implied warranties, including merchantability and fitness for a particular purpose. You shall be the sole responsible for the Input and the Output provided. You acknowledge that no security measures can fully prevent all potential loss, misuse or alteration of personal and other information provided as Input, and therefore, SysAid and any of its affiliates shall, to the fullest extent permitted by law, not be liable for any potential losses or damages arising as a result of SysAid Copilot.

8. You may not use the SysAid Copilot and/or LLM to process any category of confidential information or sensitive information. You shall not use any SysAid Copilot in violation of applicable laws or third-party rights or for unethical purposes. Except for the rights expressly granted under this document, no other rights, or permissions to access or use any of the SysAid Copilot are granted to You.

9. You shall not: (i) use output from the SysAid Copilot to develop models that compete with SysAid and/or OpenAI and/or Azure; (ii) disclose to any third party information related to the SysAid Copilot which shall all be considered SysAid's Confidential Information (iii) use any automated or programmatic method to extract data or output from the SysAid Copilot, including scraping, web harvesting, or web data extraction; (iv) represent that output from the SysAid Copilot was human-generated when it is not or otherwise violate this Agreement, the OpenAI Usage Policies and Azure AI Policy (v) send or process any personal information of children under 13 or the applicable age of digital consent in connection with the SysAid Copilot; or (vi) use any SysAid Copilot in violation of applicable laws or third-party rights or for unethical purposes. To the extent that you use the SysAid Copilot to process any health information, Personal Information, financial information or any other category of Confidential Information or sensitive information, as defined

under applicable laws: (i) you shall only do so in compliance with all applicable law, including the requirements to provide all necessary notices and policies to comply with all transparency requirements (as required under applicable law), (ii) you have and shall maintain all necessary rights, legal basis and consents required under applicable law to provide personal information to the SysAid Copilot and to use such personal information in accordance with these Terms, and (iii) you shall bear all responsibility and be solely liable for the use of the SysAid Copilot, you hereby agree to indemnify SysAid for any third-party claim it receives in connection with your use of the SysAid Copilot in breach of any applicable data protection law, privacy, or confidentiality right of any third party.