SUMMITAI

TERMS OF SUBSCRIPTION SERVICES

PLEASE READ THESE TERMS OF SUBSCRIPTION SERVICES (THESE "TERMS") CAREFULLY. THESE TERMS ARE A BINDING CONTRACT FOR THE USE OF SUMMITAI LLC AND ITS AFFILIATES SERVICES (THE "SUBSCRIPTION SERVICES").

BY ACCESSING OR USING SUMMITAI SERVICES YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT AND ITS AFFILIATES). IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE SUBSCRIPTION SERVICES**.**

THESE TERMS WERE LAST UPDATED ON AUGUST 14, 2024. PRIOR VERSIONS OF THE TERMS OF SUBSCRIPTION SERVICES ARE AVAILABLE HERE.

1. **Agreement.** These Terms are made by and between the party on whose behalf they are accepted ("**Subscriber**") and SummitAI LLC ("**SummitAI**") and are effective as of the date they are accepted by Subscriber. The complete subscription agreement including these Terms (the "**Agreement**") grants Subscriber a limited subscription to use SymphonyAI's software as a service, support, professional, or other services (the "**Services**").
2. **SymphonyAI's Obligations**.

2.1. **Services**. SummitAI will make the Services available to Subscriber according to one or more online or written ordering documents which incorporate the Agreement (each a "**Service Order**").

2.2. **Compliance with Laws**. SymphonyAI's provision of the Services shall comply with applicable laws and governmental regulations.

2.3. **Personnel and Performance**. SummitAI will be responsible for the performance of its Affiliates and personnel (including employees and contractors) and their compliance with the Agreement. SummitAI enters into the Agreement on behalf of its Affiliates identified in the Service Order. An "**Affiliate**" of a party is any entity (a) that the party Controls; (b) that the party is Controlled by; or (c) with which the party is under common Control, where "**Control**" means direct or indirect control (including by ownership) of fifty percent (50%) of an entity's voting interests.

2.4. **Documentation**. SummitAI will make available to Subscriber, including via a customer portal, documentation that describes, for each of the Services: (a) the performance, features, and functionality, including machine learning, neural network and artificial intelligence functionality (the "**AI Models**"), of the Services; (b) the Services' administrative, physical, and technical safeguards for protection of the security and integrity of the Services (the "**Security Measures**"); (c) service level agreements (each an "**SLA**") applicable to the Services; (d) certifications and compliance programs applicable to the Services; (e) any terms provided in connection with non-SummitAI technology or services incorporated into the Services; or (f) any distributed software (collectively and/or separately the "**Documentation**").

2.5. **Security Measures**. SummitAI will maintain the Security Measures consistent with industry standard practices and as described in the Documentation. SummitAI will process, transmit, and store the data and information provided to the Services by or on behalf of Subscriber ("**Subscriber Data**") only according to the Agreement and the Documentation. The Services, independent of Subscriber Data, will not transmit code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses ("**Malicious Code**").

2.6. **AI Models**. SummitAI will operate and train the AI Models and the AI Models will generate content ("**Generated Content**") consistent with applicable law, industry practices, and the Documentation.

2.7. **Data Processing**. If, in providing the Services to Subscriber, SummitAI processes personal data of the Subscriber that is subject to applicable laws, statutes and regulations governing the collection, use

disclosure or storage of personal data, SummitAI will process such personal data in accordance with this Agreement and with a Data Processing Agreement executed by the Parties.

3. **Subscriber's Obligations**.

3.1. **Subscriber Data**. As between SummitAI and Subscriber, Subscriber is solely responsible for Subscriber Data, the provision of Subscriber Data to the Services according to the Agreement, and Subscriber's use of Generated Content.

3.2. **Personnel and Performance**. Subscriber shall be responsible for the performance of its personnel (including employees and contractors) in compliance with the Agreement. Subscriber enters into the Agreement on behalf of its Affiliates that make use of the Services.

3.3. **Third-Party Services**. Subscriber may choose to use services not provided by SummitAI ("**Third- Party Services**") with the Services, and in doing so grants SummitAI permission to interoperate with the Third-Party Services as directed by Subscriber or the Third-Party Services. Unless specified in a Service Order: (a) SummitAI does not warrant or support Third-Party Services; (b) as between SummitAI and Subscriber, Subscriber assumes all responsibility for the Third-Party Services and any disclosure, modification or deletion of Subscriber Data by the Third-Party Services; and (c) SummitAI shall have no liability for, and Subscriber is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to, any unavailability of the Third-Party Services or any change in the ability of SummitAI to interoperate with the Third-Party Services.

3.4. **Responsibilities**. Subscriber: (a) shall use the Services according to the Documentation; (b) except as provided in the Documentation, shall not make the Services available to, or use the Services for the benefit of, anyone other than Subscriber's own personnel or end users (including Subscriber's Affiliates where applicable); (c) except as provided in the Documentation, shall not sell, resell, license, sublicense, distribute, redistribute, rent, lease or otherwise transfer the Services; (d) shall procure and maintain all necessary consents to provide the Subscriber Data and use the Generated Content outside of the Services; (e) shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services; (f) shall promptly notify SummitAI of any unauthorized access or use of the Services; (g) shall not use the Services to store, transmit or display Subscriber Data for fraudulent purposes or in violation of applicable laws and/or governmental regulations; (h) shall not use the Services to store, transmit or display Malicious Code; (i) shall not interfere with or disrupt the integrity or performance of the Services or any third-party technology contained therein; (j) shall not attempt to gain unauthorized access to any of SymphonyAI's systems, code or networks; (k) shall not permit direct or indirect access to or use the Services in a way that circumvents a usage restriction or limit; (l) shall not copy the Services or any part, feature, function, or user interface thereof; (m) shall not access the Services or use the Documentation to develop or offer a competitive product or service; (n) shall not reverse engineer the Services (to the extent a restriction on reverse engineering is permitted by applicable law) and (o) upon the termination of an applicable Service Order immediately cease use of the Services and remove or delete any SummitAI software from any Subscriber environment into which it has been installed.

4. **Term and Termination**.

4.1. **Term**. This Agreement is effective during the term of any Service Order that incorporates it. The term of a Service Order shall be specified in the Service Order.

4.2. **Termination for Cause**. Subscriber or SummitAI may terminate the entire Agreement and all existing Service Orders for cause upon thirty (30) days' written notice to the other of a material breach if the breach remains uncured at the expiration of the notice period.

4.3. **Effect of Termination**. Upon termination or expiration of the Agreement, (a) all rights granted to Subscriber under the Agreement will terminate; (b) Fees will be addressed as set forth in Section 5.5 (Refund or Payment upon Termination); and (c) Subscriber Data will be made available pursuant to the Documentation.

4.4. **Survival**. Any term or condition that by its nature is clearly intended to survive the expiration or termination of the Agreement, shall survive any expiration or termination of the Agreement, including Sections 3.4(l), (m), (n), and (o) (Subscriber's Obligations), Section 6.1 (Fees), Section 6.5 (Refund or Payment upon Termination), Section 7 (Confidentiality), Section 8 (Licenses and Proprietary Rights), Section 12 (Limitation of Liability), Section 13 (Exclusion of Consequential and Related Damages), and Section 15 (Indemnification).

5. **Beta Services**. From time to time, SummitAI may offer services identified as 'beta', 'pilot', 'developer preview', 'evaluation' or by a description of similar import ("**Beta Services**"). Subscriber may accept or decline Beta Services in its discretion. If accepted, Beta Services are provided only for evaluation purposes. SummitAI may discontinue Beta Services at any time in its sole discretion. ALL BETA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING IMPLIED WARRANTIES. SummitAI DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA SERVICE AND ANY CONFIGURATIONS OR SUBSCRIBER DATA ENTERED INTO BETA SERVICES, AND ANY CUSTOMIZATIONS MADE TO BETA SERVICES BY OR FOR SUBSCRIBER, MAY BE PERMANENTLY LOST.

6. **Fees and Payment**.

6.1. **Fees**. Subscriber will pay all fees specified in the Service Order(s) ("**Fees**") and provide accurate and updated billing contact information. Fees in Service Orders are (a) based on Services purchased and not actual usage; (b) non-cancelable; and (c) cannot be decreased during the specified term. Subscriber's payments of Fees are neither contingent on the delivery of any future functionality or features, nor dependent on statements not set forth in the Agreement.

6.2. **Invoicing Terms**. Except as otherwise expressly provided in this Agreement or in a Service Order, all Fees will be billed annually in advance and are nonrefundable. Invoices are due net 30 days from the invoice date except as otherwise expressly provided in a Service Order. If any invoiced amount is not received by SummitAI by the due date, then without limiting SymphonyAI's rights or remedies: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, or(b) SummitAI may condition future subscription renewals and Service Orders on shorter payment terms. SummitAI shall be entitled to its reasonable attorneys fees, costs and expenses incurred in collecting unpaid Fees.

6.3. **Suspension of Service and Acceleration**. If any amount owing by Subscriber is 30 or more days overdue, SummitAI may, without limiting any rights and remedies, suspend the provision of Services to Subscriber until the overdue amounts are paid in full and accelerate Subscriber's unpaid fee obligations to become immediately due and payable. SummitAI will give Subscriber at least 10 days' prior notice that its account is overdue, in accordance with Section 17 (Manner of Giving Notice), before suspending services to Subscriber.

6.4. **Payment Disputes**. SummitAI will not exercise any rights to suspend Services, accelerate payments, impose late charges or change payment terms under Sections 6.2 (Invoicing Terms) or 6.3 (Suspension of Service and Acceleration) with respect to an overdue amount for as long as Subscriber is disputing the overdue amount in good faith. The parties shall cooperate diligently to resolve the dispute.

6.5. **Refund or Payment upon Termination**. If Subscriber terminates the Agreement in accordance with Section 4.2 (Termination for Cause), SummitAI will refund any prepaid fees covering the remainder of the term of all Service Orders after the effective date of termination. If the Agreement is terminated by SummitAI in accordance with Section 4.2 (Termination for Cause), Subscriber will pay any unpaid fees covering the remainder of the term of all Service Orders. In no event will termination relieve Subscriber of its obligation to pay any fees payable for the period prior to the effective date of termination.

6.6. **Taxes**. Fees for Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with its Service Orders. If SummitAI is obligated by law to pay or collect Taxes for which Subscriber is

responsible, SummitAI will invoice Subscriber and Subscriber will pay that amount unless Subscriber can provide a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber will provide SummitAI with any information SummitAI reasonably requests to determine whether SummitAI is obligated to collect Taxes. SummitAI is solely responsible for taxes assessable against its income, property, and employees. If Subscriber has an obligation to withhold any amounts under any applicable law or tax regime (other than US income tax law), Subscriber will gross up the payments so that SummitAI receives the amount actually specified in the applicable Service Order.

7. **Confidentiality**.

7.1. **Confidential Information**. "**Confidential Information**" means all information about the relationship created by the Agreement disclosed by one party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or, given the nature of the information and the circumstances of disclosure, should be understood to be confidential. Confidential Information of each party includes the terms and conditions of the Agreement and all Service Orders, including pricing, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed in connection with the Agreement. Confidential Information does not include information that: (a) is at the time of disclosure, or later becomes, generally known to the public through no fault of Recipient; (b) was known to the Recipient with no obligation of confidentiality prior to disclosure by Discloser, as proven by records of Recipient; (c) is disclosed to Recipient by a third party who did not directly or indirectly obtain the information subject to any confidentiality obligation; or (d) is at any time independently developed by Recipient as proven by records of Recipient.

7.2. **Protection of Confidential Information**. Except as provided in Section 7.3 (Compelled Disclosure) Recipient shall not disclose or otherwise make available any Confidential Information of the Discloser to anyone except those of its employees, attorneys, agents and consultants who: (a) need to know the Confidential Information in connection with the purpose of the Agreement and (b) who have previously agreed to be bound by confidentiality obligations no less stringent than those in the Agreement. Each party shall safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential information.

7.3. **Compelled Disclosure**. If the Recipient is compelled by law to disclose Confidential Information of the Discloser, then to the extent legally permitted, Recipient shall provide the Discloser with prior notice of the compelled disclosure and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the compelled disclosure. Any compelled disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent practicable. If the Recipient is compelled by law to disclose the Discloser's Confidential Information as part of a civil proceeding to which the Discloser is a party, and the Discloser is not contesting the disclosure, the Discloser will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. **Licenses and Proprietary Rights**.

8.1. **Subscriber Data**. Subscriber grants SummitAI a worldwide, non-exclusive, revocable, and limited license during the term of Subscriber's use of the Services to process, transmit, and store Subscriber Data and the Generated Content, and to interoperate with any Third-Party Services as necessary for SummitAI to provide the Services in accordance with the Agreement. Notwithstanding the foregoing, SummitAI acquires no right, title, or interest in or to Subscriber Data or the Generated Content.

8.2. **Deliverables**. SummitAI grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use for its internal business purposes only anything developed by SummitAI for Subscriber and delivered by SummitAI to Subscriber in connection with support or professional services ("**Deliverables**"). Subject to Subscriber's ownership of its proprietary and Confidential Information disclosed to SummitAI under Section 7 (Confidentiality), SummitAI shall retain all ownership rights to the Deliverables.

8.3. **Proprietary Rights**. Subscriber is the owner of the Subscriber Data. The Services (including improvements to the Services), the Documentation, and the Deliverables are the proprietary information of SummitAI.

SummitAI grants Subscriber a worldwide, non-exclusive, non-transferable, royalty-free permission to use the Documentation, and the software and application programming interfaces made available by SummitAI to Subscriber as part of the Services, solely as necessary to make use of the Services during the term of any applicable Service Order. Subject to the limited rights expressly granted in the Agreement, SummitAI and SymphonyAI's licensors reserve all right, title, and interest in and to the Services, the Documentation, the Deliverables, and data generated from the performance, access, usage, configuration, and deployment of the Services, including all related intellectual property rights. No rights are granted to Subscriber except as expressly set forth in the Agreement. Subject to SymphonyAI's ownership of the Services and Subscriber's ownership of the Subscriber Data, SummitAI disclaims ownership of Generated Content and other materials created or generated by the Services for Subscriber's use. Subscriber disclaims its confidentiality and proprietary rights in suggestions, enhancement requests, or corrections to the Services. No rights are granted to SummitAI except as expressly set forth in the Agreement.

9. **Government Rights**. The Services may include access to software. In such case, such software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Subscriber is an agency of, or contractor to, the US Government, it receives only those rights with respect to such software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. If Subscriber is a United States government agency that has a need for rights not granted under the Agreement, it must negotiate with SummitAI to determine if there are acceptable terms for granting those rights, and mutually acceptable written terms specifically granting those rights must be included in any applicable agreement.

10. **Export Compliance**. The Services and the Documentation may be subject to export laws and regulations, which may include national, European or U.S. export laws and regulations ("**Export Regulations**"). Subscriber may not use or otherwise export or re-export the Services or the Documentation except as authorized by the Export Regulations. In particular, but without limitation, the Services and the Documentation may not be exported or re-exported (i) into any U.S. embargoed country or region, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List, Entity List or Unverified List. Each party represents and that it is not located in any such country or on any such list.

11. **Anti-corruption**. Neither party has received or been offered any bribe, kickback, illegal or improper payment, gift, or thing of value from any of the personnel or agents of the other party in connection with the Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. If Subscriber becomes aware of any violation of the above restriction, Subscriber will promptly notify SymphonyAI's legal department at legal@SummitAI.com.

12. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE 12 MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT) OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15 (INDEMNIFICATION).

13. **Exclusion of Consequential and Related Damages**. IN NO EVENT WILL A PARTY HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST OPPORTUNITIES, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT).

14. **Warranties**.

14.1. **Services Warranty**. In addition to its obligations under the Agreement, SummitAI warrants that during the term of each Service Order that: (a) the Services will perform materially as set forth in the Documentation; (b) the features, functionality and performance of the Services will not be materially decreased; (c) the overall effectiveness of the Security Measures will not be decreased; (d) the use of the Services, including the software components, in accordance with the Documentation, will not impose any additional obligations on Subscriber to grant any rights to its intellectual property or to disclose or make any of its own proprietary technology available to any third party; and (e) Subscriber's obligations will not be materially increased as a result of an update to the Documentation. Without limiting SymphonyAI's obligations pursuant to Section 2 (SymphonyAI's Obligations), Subscriber's exclusive remedies for a breach of a warranty in this Section 14.1 (Services Warranty) shall be (i) to the extent applicable, allow SummitAI to repair or replace a non-conforming software component or (ii) to exercise the express rights described in Sections 4.2 (Termination for Cause) and 6.5 (Refund or Payment upon Termination), and to the extent applicable, to claim the credits set forth in the applicable SLA.

14.2. **Support and Professional Services Warranty**. The support and professional services specified in the applicable Service Order will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. Subscriber's exclusive remedies for breach of the warranty in this Section 14.2 shall be either (a) re-performance of the support or professional services by SummitAI; (b) to the extent applicable, to claim the credits set forth in the applicable SLA; or (c) to exercise the express rights described in Sections 4.2 (Termination for Cause) and 6.5 (Refund or Payment upon Termination).

14.3. **Disclaimers**. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 14, NEITHER PARTY MAKES ANY WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, UNIQUENESS, ACCURACY OR RELIABILITY OF GENERATED CONTENT, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

15. **Indemnification**.

15.1. **Indemnification by** SummitAI will indemnify and defend Subscriber against any and all third party claims, demands, suits or proceedings (each a "**Claim Against Subscriber**") and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of or in connection with, or alleging the Services or use of the Services by Subscriber in accordance with the Agreement, infringe or misappropriate the third party's intellectual property rights, provided Subscriber (a) promptly gives SummitAI written notice of the Claim Against Subscriber; (b) gives SummitAI sole control of the defense and settlement of the Claim Against Subscriber (except that SummitAI may not settle any Claim Against Subscriber unless it unconditionally releases Subscriber of all liability related to the Claim Against Subscriber); and (c) gives SummitAI all reasonable assistance, at SymphonyAI's expense. If SummitAI receives information about an infringement or misappropriation claim related to the Services, SummitAI may in its discretion and at no cost to Subscriber (x) modify the Service so that it no longer infringes or misappropriates, without breaching SymphonyAI's obligations under Section 2 (SymphonyAI's Obligations); (y) obtain a license for Subscriber's continued use of that Service in accordance with the Agreement; or (z) terminate Subscriber's subscriptions for that Service and refund Subscriber any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to a Claim Against Subscriber that results, in whole or in part, from Subscriber Data, a Third-Party Service, the use or combination of the Services with hardware, software, data, or processes not provided or specified by SummitAI, if the Services or their use would not infringe third-party rights absent such combination, any intellectual property claim(s) known to Subscriber prior to its subscription to the Services, or Subscriber's breach of the Agreement.

15.2. **Indemnification by Subscriber**. Subscriber will indemnify and defend SummitAI against any and all third party claims, demands, suits or proceedings (each a "**Claim Against SummitAI**") and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of or in connection with (i) Subscriber Data, or (ii) Subscriber's use of the Services in breach of the

Agreement, provided SummitAI (a) promptly gives Subscriber written notice of the Claim Against SummitAI; (b) gives Subscriber sole control of the defense and settlement of the Claim Against SummitAI (except that Subscriber may not settle any Claim Against SummitAI unless it unconditionally releases SummitAI of all liability related to the Claim Against SummitAI); and (c) give Subscriber all reasonable assistance, at Subscriber's expense. The above defense and indemnification obligations do not apply to a Claim Against SummitAI that results, in whole or in part, from SymphonyAI's breach of the Agreement. Except with respect to a good faith dispute between Subscriber and SummitAI, Subscriber will reimburse SummitAI for all costs and reasonable attorneys' fees for responding to third party or governmental requests for information arising out of or in connection with Subscriber Data or Subscriber's use of the Services.

15.3. **Additional Indemnified Parties**. For purposes of this Section 15, (a) a Claim Against SummitAI shall include a claim against SummitAI, SymphonyAI's Affiliates, and SymphonyAI's or its Affiliates' officers, directors, and employees and (b) a Claim Against Subscriber shall include a third-party claim against Subscriber, Subscriber's Affiliates, and Subscriber's or its Affiliates' officers, directors, and employees; provided no indemnified party shall be entitled to any form of equitable or implied indemnification at any time.

15.4. **Exclusive Remedy**. This Section 15 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 15.

16. **Assignment**.

16.1. Either party may assign the Agreement in its entirety and SummitAI may assign a Service Order to an Affiliate or from one Affiliate to another, without the other party's consent (a) to its Affiliate or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, unless the Subscriber is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of SummitAI, in which case SummitAI may, but is not required to, terminate the Agreement upon written notice, and in the event of such a termination, SummitAI will refund to Subscriber any prepaid fees covering the remainder of the initial term of all Service Orders.

16.2. Except as permitted in Section 15.1, neither party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld).

16.3. The Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

17. **Manner of Giving Notice**.

17.1. **Updates**. All updates to the Documentation will be posted to a service portal. Updates to the Documentation will be effective upon posting or delivery; provided, these updates shall not limit the warranties made by SummitAI in Section 14.1 as of the start of the term of a Service Order.

17.2. Except as otherwise specified in the Agreement, all notices, permissions and approvals shall be in writing. Subscriber will direct legal notices or other correspondence under this Agreement to SummitAI, LLC., 3300 Hillview Ave, Palo Alto, CA 94304, United States of America, Attention: Legal Department with a copy by email directed at legal@summitai.com. Billing-related notices to Subscriber shall be addressed to the relevant billing contact designated by Subscriber. All other notices to Subscriber shall be addressed to the relevant Services system administrator or other person designated by Subscriber in writing.

North America, South America or any geographic region that does not fall into one of the designations below	Laws of the State of California with exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California.

Europe (including Russia but excluding England and Wales), the Middle East, Africa or Antarctica	Laws of the Republic of Ireland with exclusive jurisdiction in the courts of Ireland.
United Kingdom	Laws of England and Wales with exclusive jurisdiction in the courts of England and Wales
Australia or New Zealand	Laws of the state of New South Wales, Australia
Asia-Pacific	Laws of Singapore

18. **Force Majeure.** A Party shall not be deemed to be in default under this Agreement (other than a failure to make payments as due) as long as its failure to perform any of its obligations hereunder is occasioned solely by labor disturbance, fire, act of war, information network malfunction, government order or any other, similar cause beyond the Party's reasonable control.

19. **Relationship of the Parties**. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

20. **Third-Party Beneficiaries**. There are no third-party beneficiaries under the Agreement.

21. **Authorized Reseller**. If Subscriber has validly purchased Services through a reseller authorized by SummitAI (an "**Authorized Reseller**") under an ordering document that binds the Subscriber to the terms of this Agreement (a "**Reseller Order**"), then SummitAI will make the validly purchased Services specified in the Reseller Order available to Subscriber. SummitAI may share information regarding Subscriber with the Authorized Reseller when necessary for providing the Services or as needed for the Authorized Reseller to perform services for the benefit of Subscriber. A Reseller Order shall be a Service Order for purposes of this Agreement, provided that, (a) Sections 6.1, 6.2 and 6.6 of this Agreement shall not apply; (b) SummitAI will seek payment for all fees associated with Subscriber's use of the Services from the Authorized Reseller, (c) any refunds or credits will be issued to the Authorized Reseller; (d) if any amount owing by an Authorized Reseller for Subscriber's use of the Services is overdue, SummitAI may, without limiting any rights and remedies, suspend the provision of Services to Subscriber until the overdue amounts are paid in full; (e) amounts paid by Subscriber to the Authorized Reseller for Services subscribed for by Subscriber shall be deemed to be payments made by Subscriber hereunder for purposes of Section 12 (Limitation of Liability); and (f) a Reseller Order cannot modify or take precedence over the Data Processing Terms, the Agreement, or the Documentation.

22. **Entire Agreement**. The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the Data Processing Terms, (ii) the applicable Service Order, (iii) the Agreement, and (iv) the Documentation. SummitAI and Subscriber each represent that it has validly entered into the Agreement and has the legal power to do so. Any term or condition stated in a Subscriber online supplier portal click-through, purchase order or other Subscriber order documents (excluding Service Orders) is void. No modification, amendment, or waiver of any provision of the Agreement will be effective unless it exists in writing and is signed by the party against whom the modification, amendment, or waiver is to be asserted. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect.

SUMMITAI

DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its Annexes and the Standard Contractual Clauses (the "**DPA**"), forms an integral part of the SummitAI Terms of Subscription Services (the "**Agreement**") entered into between Subscriber, and if applicable and to the extent required under Applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates, and SummitAI LLC or its Affiliate named on the applicable Service Order ("**SummitAI"**) and reflects the parties' agreement with respect to any Processing of Subscriber Personal Data by SummitAI in connection with the SummitAI Services. This DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, which may be specified in the Agreement, an Order Form or an executed amendment to the Agreement. In case of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Except where otherwise indicated, the term "Subscriber" shall include Subscriber and its Authorized Affiliates (as defined below).

1. **Definitions.**

1.1. "**Affiliate**" means any entity (a) that the party Controls; (b) that the party is Controlled by; or (c) with which the party is under common Control, where "**Control**" means direct or indirect control (including by ownership) of fifty percent (50%) of an entity's voting interests.

1.2. **"Applicable Data Protection Laws"** means all data protection and privacy laws and regulations applicable to the respective party in its role in the processing of Subscriber Personal Data under the Agreement, which may include, to the extent applicable, European Data Protection Laws, the Personal Information Protection and Electronic Documents Act, the CCPA, The Colorado Privacy Act, the Connecticut Personal Data Privacy and Online Monitoring Act, the Virginia Consumer Data Privacy Act, the Utah Consumer Privacy Act.

1.3. **"Authorized Affiliate**" means a Subscriber Affiliate who is authorized to use the SummitAI Services under the Agreement and who has not signed their own separate agreement with SummitAI.

1.4. **"CCPA"** means the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 ("CPRA") (Cal. Civ. Code §§ 1798.100(d) and 1798.140(ag)) *seq.*), as may be amended, superseded, or replaced from time to time.

1.5. "**Data Privacy Framework**" means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded or replaced.

1.6. "**Documentation**" means documentation about each of the Services that describes, among other things, the performance, features, functionality, administrative, physical, and technical measures in place for protection of the security and integrity of the Services (the "**Security Policies**") and categories of data subjects and data processed by the Services.

1.7. **"European Data Protection Laws"** means (a) Regulation 2016/679 (General Data Protection Regulation) ("**EU GDPR**"); (b) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**"); and (c) the Swiss Federal Data Protection Act and its implementing regulations ("**Swiss Data Protection Act**"); in each case as may be amended, superseded or replaced from time to time.

1.8. **"Restricted Transfer"** means a transfer (directly or via onward transfer) of personal data that is subject to European Data Protection Laws to a third country outside the European Economic Area, United Kingdom and Switzerland which is not subject to an adequacy determination by the European Commission, United Kingdom, or Swiss authorities (as applicable).

1.9. **"Security Breach"** means a breach of security leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Subscriber Personal Data.

1.10. "**Services**" means SymphonyAI's software as a service, support, professional, or other services.

1.11. **"Standard Contractual Clauses"** or **"SCCs"** means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021, as may be amended, superseded, or replaced from time to time.

1.12. "**Subscriber Content"** means, if not defined within the Agreement, all data processed by SummitAI on your behalf in the course of providing the SummitAI Services.

1.13. **"Subscriber Personal Data"** means any "personal data" or "personal information" contained within Subscriber Content.

1.14. **"Subprocessor"** means any other processor engaged by SummitAI to process Subscriber Personal Data.

1.15. **"UK Addendum"** means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioners Office under S.119 (a) of the UK Data Protection Act 2018, as updated or amended from time to time.

1.16. The terms **"controller"**, **"data subject"**, **"supervisory authority"**, **"processor"**, **"process"**, **"processing"**, **"personal data"**, and **"personal information"** shall have the meanings given to them in Applicable Data Protection Laws. The term "controller" includes "business", the term "data subject" includes "consumers", and the term "processor" includes "service provider" (in each case, as defined by the CCPA).

2. **Processing of Personal Data**

2.1. **Scope and Roles of the Parties.** This DPA applies when Subscriber Personal Data is processed by SummitAI as a processor in its provision of the Services to Subscriber, who will act as either a controller or processor, as applicable, of Subscriber Personal Data.

2.2. **Subscriber Processing.** Subscriber agrees that it will comply with its obligations under Applicable Data Protection Laws in its processing of Subscriber Personal Data and any processing instructions it issues to SummitAI.

2.3. **SummitAI Processing.** SummitAI agrees that (a) when SummitAI processes Subscriber Personal Data in its capacity as a processor on behalf of the Subscriber, SummitAI will (i) comply with Applicable Data Protection Laws, and (ii) process the Subscriber Personal Data as necessary to perform its obligations under the Agreement, and only in accordance with Subscriber's documented instructions (as set forth in the Agreement, in this DPA, or as directed by the Subscriber or Subscriber's Authorized Users through the SummitAI Services). SummitAI is not responsible for determining if Subscriber's processing instructions are compliant with applicable law. However, SummitAI shall notify Subscriber in writing if, in its reasonable opinion, the Subscriber's processing instructions infringe Applicable Data Protection Laws and provided that Subscriber acknowledges that Subscriber Personal Data may be processed on an automated basis in accordance with Subscribers' use of the SummitAI Services, which SummitAI does not monitor.

2.4. **Details of Processing.** The details of the processing of Subscriber Personal Data by SummitAI are set out in Annex A to the DPA.

3. **Confidentiality**

3.1. **Personnel.** SummitAI shall ensure that any employees or personnel it authorizes to process Subscriber Personal Data is subject to an appropriate duty of confidentiality.

4. **Subprocessing**

4.1. **Authorization.** Subscriber provides a general authorization to SymphonyAI's use of Subprocessors to process Subscriber Personal Data in accordance with this Section, including those Subprocessors listed in the Documentation or in such other location as SummitAI may notify Subscriber from time to time (the "**Subprocessor List**").

4.2. **Subprocessor Obligations.** SummitAI shall (i) enter into a written agreement with its Subprocessors, which includes data protection and security measures no less protective than the measures set forth in this DPA; and (ii) remain fully liable for any breach of the Agreement and this DPA that is caused by an act, error or omission of its Subprocessors to the extent that SummitAI would have been liable for such act, error or omission had it been caused by SummitAI.

4.3. **Subprocessor Changes.** At least thirty (30) calendar days prior to the date on which any new Subprocessor shall commence processing Subscriber Personal Data, SummitAI shall update the Subprocessor List and individuals who have signed up to receive updates to the Subprocessor List via the mechanism(s) indicated on the Subprocessor List will be notified of that update.

4.4. **Subprocessor Objections.** Subscriber may object to SummitAI' appointment of a new Subprocessor on reasonable grounds relating to data protection by notifying SummitAI in writing at compliance@summitai.com within ten (10) calendar days after SymphonyAI's update of the Subprocessor List pursuant to Section 4.3. In such an event, SummitAI and Subscriber will discuss those objections in good faith with a view to achieving resolution**.** If the parties are not able to achieve resolution, within ten (10) calendar days from Subscriber's written notification, Subscriber, as its sole and exclusive remedy, may terminate the Order Form(s) with respect to only those aspects which cannot be provided by SummitAI without the use of the new Subprocessor. SummitAI will provide Subscriber with a pro rata reimbursement of any prepaid, but unused fees of such Order Form(s) following the effective date of such termination.

5. **Assistance**

5.1. **Data Subject Access Requests.** Subscriber is responsible for responding to and complying with data subject requests ("**DSAR**"). Upon request from Subscriber, SummitAI shall, taking into account the nature of the processing, reasonably cooperate with Subscriber to enable Subscriber to respond to the DSAR. If a data subject sends a DSAR to SummitAI directly and where Subscriber is identified or identifiable from the request, SummitAI will promptly forward such DSAR to Subscriber and SummitAI shall not, unless legally compelled to do so, respond directly to the data subject except to refer them to the Subscriber to allow Subscriber to respond as appropriate. If the Subscriber is not identified or identifiable, SummitAI will notify the data subject that it is a processor and to contact the relevant controller and will not otherwise respond.

5.2. **Data Protection Impact Assessments**. SummitAI will provide reasonably requested information regarding the SummitAI Services to Subscriber to carry out data protection impact assessments relating to the processing of Subscriber Personal Data and any related required consultation with supervisory authorities as required by Applicable Data Protection Laws, so long as Subscriber does not otherwise have access to the relevant information.

5.3. **Legal Requests.** If SummitAI receives a subpoena, court order, warrant or other legal demand from law enforcement or any public or judicial authority seeking the disclosure of Subscriber Personal Data, SummitAI will attempt to redirect the governmental body to request such Subscriber Personal Data directly from Subscriber. As part of this effort, SummitAI may provide Subscriber's basic contact information to the governmental body. If compelled to disclose Subscriber Personal Data to a governmental body, SummitAI will give Subscriber reasonable notice of the legal demand to allow Subscriber to seek a protective order or other appropriate remedy, unless SummitAI is legally prohibited from doing so.

6. **Security**

6.1. **Security Measures.** As set forth in the Documentation and provided in the Agreement, SummitAI has implemented the Security Policies. The Security Policies are subject to technical progress and development and SummitAI may update the Security Policies, provided that any updates shall not materially diminish the overall security of Subscriber Personal Data or the SummitAI Services. SummitAI may make available certain security controls within the SummitAI Services that Subscriber may use in accordance with the Documentation.

6.2. **Security Breach Notification.** In the event of a Security Breach, SummitAI will (a) notify Subscriber in writing without undue delay and in no event later than seventy-two (72) hours after becoming aware of the Security Breach; and (b) promptly take reasonable steps to contain, investigate, and mitigate any adverse effects resulting from the Security Breach. SummitAI will reasonably cooperate with and assist Subscriber with respect to any required notification to supervisory authorities or data subjects (as applicable), taking into account the nature of the processing, the information available to SummitAI, and any restrictions on disclosing the information (such as confidentiality).

7. **Audits and Records**

7.1. **Audit Program.** Upon written request and at no additional cost to Subscriber, SummitAI shall provide Subscriber, and/or its appropriately qualified third-party representative, access to reasonably requested documentation evidencing SummitAI compliance with its obligations under this DPA in the form of the relevant audits or certifications listed in the Security Policies. Such audits are performed at least once annually by independent third party security professionals selected by SummitAI. Such audits result in the generation of a confidential audit report ("**Audit Report").**

7.2. **Audit.** Only to the extent Subscriber cannot reasonably satisfy SummitAI compliance with this DPA through the Audit Reports, or where required by Applicable Data Protection Laws, Subscriber may send a written request to conduct an audit of SummitAI applicable controls on an annual basis. SummitAI and Subscriber shall mutually agree on the details of the audit, including the reasonable start date, scope and duration of, and security and confidentiality controls applicable to, any such audit. The Audit Report, audit, and any information arising therefrom shall be considered SummitAI Confidential Information and may only be shared with a third party (including a third party controller) with SummitAI prior written agreement**.**

8. **Transfer of Personal Data**

8.1. **Restricted Transfers.** Where the transfer of Subscriber Personal Data to SummitAI is a Restricted Transfer, such transfer shall be governed by (i) the Data Privacy Framework so long as the Data Privacy Framework has not been invalidated and SummitAI remains certified; or (ii) the Standard Contractual Clauses, which shall be deemed incorporated into and form an integral part of the Agreement in accordance with Annex B of this DPA.

8.2. **Alternative Transfer Mechanisms**. If and to the extent that a court of competent jurisdiction or a supervisory authority with binding authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Subscriber Personal Data to SummitAI, the parties shall reasonably cooperate to agree and take any actions that may be reasonably required to implement any additional measures or alternative transfer mechanism to enable the lawful transfer of such Subscriber Personal Data, such alternative transfer mechanism shall apply instead of the SCCs described in Section 8.1 of this DPA (but only to the extent such alternative transfer mechanism complies with applicable European Data Protection Laws and extends to the territories to which Subscriber Personal Data is transferred).

9. **Deletion and Return.** Upon termination or expiration of the Agreement and following Subscriber's written request, SummitAI will delete or assist Subscriber in deleting any Subscriber Personal Data within its possession or control within thirty (30) days following such request.

10. **CCPA Compliance.** SummitAI shall not process, retain, use, or disclose Subscriber Personal Data for any purpose other than for the purposes set out in the Agreement, DPA and as permitted under the CCPA. Except in connection with Services where Subscriber Personal Data is explicitly licensed to third parties in which case this DPA does not apply, SummitAI shall not sell or share information as those terms are defined under the CCPA.

11. **General**

11.1. The parties agree that this DPA shall replace any existing data processing addendum, attachment, exhibit or standard contractual clauses that the parties may have previously entered into in connection with the

SummitAI Services. SummitAI will provide no less than thirty (30) days' prior notice of any change to this DPA, unless prior notice is not practicable due to a conflict in applicable law or regulation or other changes outside of Symphony's reasonable control. Notice of such changes shall be given in the manner set forth in the Agreement. If any part of this DPA is held unenforceable, the validity of all remaining parts will not be affected.

11.2. SymphonyAI's obligations set forth in this DPA shall also extend to Authorized Affiliates, subject to the following conditions: (a) Subscriber is solely responsible for communicating any additional processing instructions on behalf of its Authorized Affiliates; (b) Subscriber shall be responsible for Authorized Affiliates' compliance with this DPA and all acts and/or omissions by an Authorized Affiliate with respect to Subscriber's obligations under this DPA; and (c) if an Authorized Affiliate seeks to assert a legal demand, action, suit, claim, proceeding or otherwise against SummitAI ("**Authorized Affiliate Claim**"), Subscriber must bring such Authorized Affiliate Claim directly against SummitAI on behalf of such Authorized Affiliate, unless Applicable Data Protection Laws require the Authorized Affiliate be a party to such claim, and all Authorized Affiliate Claims shall be considered claims made by Subscriber and shall be subject to any liability restrictions set forth in the Agreement, including any aggregate limitation of liability. In no event will this DPA or any party restrict or limit the rights of any data subject or of any competent supervisory authority.

11.3. In the event of any conflict between this DPA and any data privacy provisions set out in any agreements between the parties relating to the SummitAI Services, the parties agree that the terms of this DPA shall prevail, provided that if and to the extent the Standard Contractual Clauses conflict with any provision of this DPA, the Standard Contractual Clauses control and take precedence.

11.4. This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Laws.

11.5. The obligations placed upon each party under this DPA and the Standard Contractual Clauses shall survive so long as SummitAI processes Subscriber Personal Data on behalf of Subscriber**.**

ANNEX A
DESCRIPTION OF THE PROCESSING / TRANSFER

ANNEX 1(A): LIST OF PARTIES	
Data exporter	**Name of the data exporter:** The entity identified as the "Subscriber" in the Agreement and this DPA. **Contact person's name, position, and contact details:** The address and contact details associated with Subscriber's SummitAI account, or as otherwise specified in this DPA or the Agreement. **Activities relevant to the data transferred:** The activities specified in Annex 1(B)below. **Signature and date**: See front end of the DPA. **Role (Controller/Processor):** Controller (for Module 2) or Processor (for Module 3).
Data importer	**Name of the data importer:** SummitAI LLC or the SummitAI Affiliate named on the applicable Service Order **Contact person's name, position, and contact details:** The person identified in the Documentation for a specific Service **Activities relevant to the data transferred:** The activities specified in Annex 1.B below. **Signature and date**: See front end of the DPA. **Role (Controller/Processor):** Processor or Subprocessor
ANNEX 1(B): DESCRIPTION OF THE PROCESSING / TRANSFER	
Categories of data subjects whose personal data is transferred:	As provided in the Documentation for the relevant Services, and if no categories are described, any data subjects whose information is included in Subscriber Content.
Categories of personal data transferred:	As provided in the Documentation for the relevant Services, and if no categories are described, the categories of personal data processed in the course of the Services as Subscriber Content.
Sensitive data transferred (if appropriate)	Subject to any applicable restrictions and/or conditions in the Agreement and this DPA, Subscriber may include 'special categories of personal data' or similarly sensitive personal data (as described or defined in Applicable Data Protection Laws) in Subscriber Personal Data, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to Subscriber Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data processed for the purposes of uniquely identifying a natural person, data concerning health and/or data concerning a natural person's sex life or sexual orientation. **Subscriber shall notify SummitAI if any sensitive data is included in the Subscriber Personal Data.**
Frequency of the Transfer	Continuous or one-off depending on the services being provided by SummitAI.

Nature, subject matter, and duration of the processing:	Nature: SummitAI provides a cloud-based software as a service platform and related services, as further described in the Agreement. Subject Matter: Subscriber Personal Data. Duration: The duration of the processing will be for the term of the Agreement and any period after the termination or expiry of the Agreement during which SummitAI processes Subscriber Personal Data.
Purpose(s) of the data transfer and further processing:	SummitAI shall process Subscriber Personal Data for the following purposes: (a) as necessary for the performance of the SummitAI Services and SymphonyAI's obligations under the Agreement (including the DPA; and (b) further documented, reasonable instructions from Subscriber agreed upon by the parties (the "**Purposes**").
Period for which the personal data will be retained:	SummitAI will retain Subscriber Personal Data for the term of the Agreement and any period after the termination of expiry of the Agreement during which SummitAI processes Subscriber Personal Data in accordance with the Agreement.
ANNEX 1(C): COMPETENT SUPERVISORY AUTHORITY	
Competent supervisory authority	The data exporter's competent supervisory authority will be determined in accordance with the EU GDPR.

ANNEX B
STANDARD CONTRACTUAL CLAUSES (Modules 2 and 3)

1. Subject to Section 8.1 of the DPA, where the transfer of Subscriber Personal Data to SummitAI is a Restricted Transfer and Applicable Data Protection Laws require that appropriate safeguards are put in place, such transfer shall be governed by the Standard Contractual Clauses, which shall be deemed incorporated into and form part of the DPA as follows:

    a. In relation to transfers of Subscriber Personal Data protected by the EU GDPR, the SCCs shall apply as follows:

        i. Module Two terms shall apply (where Subscriber is the controller of Subscriber Personal Data) and the Module Three terms shall apply (where Subscriber is the processor of Subscriber Personal Data);

        ii. in Clause 7, the optional docking clause shall apply and Authorized Affiliates may accede the SCCs under the same terms and conditions as Subscriber, subject to mutual agreement of the parties;

        iii. in Clause 9, option 2 ("**general authorization**") is selected, and the process and time period for prior notice of Sub-processor changes shall be as set out in Section 4.3 of the DPA;

        iv. in Clause 11, the optional language shall not apply;

        v. in Clause 17, option 1 shall apply and the SCCs shall be governed by Irish law;

        vi. in Clause 18(b), disputes shall be resolved before the courts of Ireland;

        vii. Annex I shall be deemed completed with the information set out in Annex A to the DPA; and

        viii. Annex II shall be deemed completed with the information set out in the Security Policies, subject to Section 6.1 (Security Measures) of the DPA.

    b. In relation to transfers of Subscriber Personal Data protected by the UK GDPR, the SCCs as implemented under Section 1(a) above shall apply with the following modifications:

        i. the SCCs shall be modified and interpreted in accordance with Part 2 of the UK Addendum, which shall be deemed incorporated into and form an integral part of the DPA;

        ii. Tables 1, 2 and 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out in Annex A and Annex B to the DPA and the Security Addendum respectively, and Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party"; and

        iii. Any conflict between the terms of the SCCs and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

    c. In relation to transfers of Subscriber Personal Data protected by the Swiss Data Protection Act, the SCCs as implemented under Section 1(a) above will apply with the following modifications:

        i. references to "Regulation (EU) 2016/679" and specific articles therein shall be interpreted as references to the Swiss Data Protection Act and the equivalent articles or sections therein;

        ii. references to "EU", "Union", "Member State" and "Member State law" shall be replaced with references to "Switzerland" and/or "Swiss law" (as applicable);

        iii. references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Swiss Federal Data Protection Information Commissioner" and "applicable courts of Switzerland");

        iv. the SCCs shall be governed by the laws of Switzerland; and

        v. disputes shall be resolved before the competent Swiss courts.

2. Where the Standard Contractual Clauses apply pursuant to Section 8.1 of this DPA, this section sets out the parties' interpretations of their respective obligations under specific provisions of the Clauses, as identified

below. Where a party complies with the interpretations set out below, that party shall be deemed by the other party to have complied with its commitments under the Standard Contractual Clauses:

a. where Subscriber is itself a processor of Subscriber Personal Data acting on behalf of a third party controller and SummitAI would otherwise be required to interact directly with such third party controller (including notifying or obtaining authorizations from such third party controller), SummitAI may interact solely with Subscriber and Subscriber shall be responsible for forwarding any necessary notifications to and obtaining any necessary authorizations from such third party controller;

b. the certification of deletion described in Clause 16(d) of the SCCs shall be provided by SummitAI to Subscriber upon Subscriber's written request;

c. for the purposes of Clause 15(1)(a) the SCCs, SummitAI shall notify Subscriber and not the relevant data subject(s) in case of government access requests, and Subscriber shall be solely responsible for notifying the relevant data subjects as necessary; and

d. Taking into account the nature of the processing, Subscriber agrees that it is unlikely that SummitAI would become aware of Subscriber Personal Data processed by SummitAI is inaccurate or outdated. To the extent SummitAI becomes aware of such inaccurate or outdated data, SummitAI will inform the Subscriber in accordance with Clause 8.4 SCCs.