PRODUCT-SPECIFIC TERMS

These **Product-Specific Terms** (these "**Product-Specific Terms**") govern Customer's use of the Services described herein. By (a) executing or otherwise accepting an Order Form, subscription terms governing use of the applicable Services (the "**Subscription Terms**"), a Statement of Work, or any other agreement that references these Product-Specific Terms or (b) using applicable Services, Customer accepts and agrees to these Product-Specific Terms. Upon acceptance, the applicable Product-Specific Terms are expressly incorporated into the Subscription Terms. If an individual accepts these Product-Specific Terms on behalf of an entity, such individual represents and warrants that they are authorized to bind such entity to these Product-Specific Terms, and such entity shall be deemed the "Customer" hereunder.

Capitalized terms have the meanings given below or, if not defined herein, in the Subscription Terms.

1. <u>AI Features</u>. This <u>Section 1</u> applies to any Services that constitute or incorporate AI Features.

    1.1. <u>AI Features</u>. Customer acknowledges that certain of the Services constitute or incorporate AI Features and that such features may involve the processing of Customer Data or other input submitted to or processed via the AI Features (including in the form of prompts or queries) ("**Inputs**") and the generation of outputs ("**Outputs**").

    1.2. <u>Limited Use by Pricefx</u>. Customer acknowledges and agrees that the licenses and authorizations concerning Customer Data granted to Pricefx under the Subscription Terms include the right for Pricefx to process the Customer Data to provide the AI Features to Customer. Pricefx may use Inputs and Outputs to train or otherwise improve the AI Features only if such Inputs and Outputs have been (a) deidentified so that they do not identify Customer or its Authorized Users and (b) aggregated with data across other customers and users. Pricefx may further use Inputs and Outputs without deidentification or aggregation to train or otherwise improve the AI Features where such training or improvement is for the sole benefit of Customer.

    1.3. <u>Third Parties</u>. Customer acknowledges and agrees that Pricefx may from time to time engage subcontractors and/or sub-processors to provide certain aspects of the AI Features or to perform services required for Customer to receive the benefit of the AI Features. Customer hereby consents to such engagement and any terms imposed by the applicable third party governing Customer's use of such third party's technology and communicated to Customer by Pricefx ("**Third-Party Terms**"). Except as provided under Third-Party Terms, Pricefx shall be responsible for any breach of these Product-Specific Terms by any such subcontractor or sub-processor to the same extent as if Pricefx itself had so breached.

    1.4. <u>Reservation of Rights</u>. Without limiting anything set forth in the Subscription Terms, as between the parties: (a) Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data (including Inputs and Outputs), including all intellectual property rights therein or thereto; and (b) Pricefx is and will remain the sole and exclusive owner of all right, title, and interest in and to the AI Features, including all intellectual property rights therein or thereto. Except as expressly set forth in these AI Terms, neither party obtains or otherwise has any right, license, or authorization with respect to the other party's products, technology, Confidential Information, data, or other property or materials or any intellectual property rights therein or thereto.

    1.5. <u>DISCLAIMER</u>. OUTPUTS OF THE AI FEATURES ARE GENERATED BY MACHINE LEARNING PROCESSES, INCLUDING (WHERE APPLICABLE) LARGE LANGUAGE MODELS / GENERATIVE ARTIFICIAL INTELLIGENCE, AND ARE NOT TESTED, VERIFIED, ENDORSED, OR GUARANTEED BY PRICEFX TO BE ACCURATE, COMPLETE, OR CURRENT. CUSTOMER AND ITS AUTHORIZED USERS SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR CUSTOMER USES OR APPLICATIONS. THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE SUBSCRIPTION TERMS APPLY TO THE AI FEATURES. FURTHER, PRICEFX'S INDEMNIFICATION OBLIGATIONS (IF ANY) UNDER THE SUBSCRIPTION

TERMS OR THESE PRODUCT-SPECIFIC TERMS SHALL NOT APPLY TO THE EXTENT THAT THE APPLICABLE CLAIM ARISES FROM ANY INPUTS OR OUTPUTS.

1.6. <u>Definitions</u>.

"**AI Features**" has the meaning given in the Subscription Terms. If "AI Features" is not defined in the Subscription Terms, "**AI Features**" means large language models, generative artificial intelligence, or other machine learning or artificial intelligence technologies.

2. <u>Pricefx Plasma</u>. This <u>Section 2</u> applies to the Subscription Services offered under the name "PricefxPlasma" or any successor branding.

2.1. <u>Scope of License</u>. Customer acknowledges and agrees that the licenses and authorizations concerning Customer Data granted to Pricefx under the Subscription Terms include all activities necessary for Pricefx to provide such capability to Customer and Pricefx's other customers which have subscribed to such capability.

2.2. <u>Aggregated and Anonymized Customer Data</u>. Customer acknowledges that use of PricefxPlasma is on a "give to get" basis and that Customer's Data will be incorporated into PricefxPlasma data sets accordingly. Such incorporation shall occur only after Customer Data has been aggregated and anonymized such that other users of PricefxPlasma shall not be able to identify Customer Data as the source or provenance of any data, analytics, or other output thereof.

3. <u>Onboarding and Adoption</u>. This <u>Section 3</u> applies to Onboarding and Adoption Services.

3.1. <u>Incorporation by Reference</u>. The Onboarding and Adoption Programs described in the applicable Order Form or Statement of Work are subject to the terms set forth at https://www.pricefx.com/pricefx-onboarding-and-adoption-programs, which terms are incorporated herein by reference.

3.2. <u>Definitions</u>.

"**Onboarding and Adoption Programs**" means the training and education-related services provided by or on behalf of Pricefx as described at https://www.pricefx.com/pricefx-onboarding-and-adoption-programs.

4. <u>Resale Services</u>. This <u>Section 4</u> applies to Resale Services.

4.1. <u>Access Rights</u>. Subject to the Resale Terms of Use, Pricefx grants Customer a non-exclusive, non-transferable right to access and use the Resale Services during the Subscription Term, solely for Customer's and its Affiliates´ internal business purposes. Customer acknowledges that its use of and access to the Resale Services are subject to the Resale Terms of Use. Customer shall, and shall ensure that its Authorized Users, comply with the Resale Terms of Use. Pricefx makes no representations, warranties, or promises concerning the Resale Services.

4.2. <u>Implementation and Configuration</u>. Authorized Users of the Resale Services shall set up user accounts directly with Enable. Customer acknowledges that Enable shall be responsible for the implementation and configuration of the Resale Services and establishment of accounts for Authorized Users. Such implementation, configuration, and establishment shall be at no cost to Customer. Customer shall interface directly with Enable for such services and establishment and hereby authorizes Pricefx to make available to

Enable such Authorized User information (including personal data) as is necessary to facilitate Enable's implementation, configuration, and establishment of user accounts.

    4.3. <u>Support Services</u>. Customer acknowledges that all support and maintenance services associated with the Resale Services, including the provision of all modifications, updates, enhancements, bug fixes, and major and minor releases thereto, shall be provided directly by Enable in accordance with the applicable Order Form, the Resale Terms of Use, and any other terms published by Enable from time to time with respect thereto. Pricefx's Support Services, including the service level agreements associated therewith, do not apply to the Resale Services.

    4.4. <u>Resale Services Termination</u>. Without limiting anything set forth in the Subscription Terms, Pricefx may terminate the provision of the Resale Services in the event Pricefx's agreement with Enable terminates, such termination to take effect upon the date set forth in Pricefx's notice of such termination. Pricefx shall provide Customer, to the fullest extent possible under such agreement, with the benefit of any wind-down, transition, or similar post-termination period during which Pricefx may continue to make the Resale Services available to Customer. Any termination of the Resale Services in accordance with this Section shall not excuse Customer from any payment obligations in respect of the provision of Resale Services on or prior to the effective date of termination

    4.5. <u>Definitions</u>.

"**Enable**" refers to Enable International Limited, as the owner of any "Enable"-branded Resale Services.

"**Resale Services**" means any software-as-a-service offerings or associated services identified as "Resale Services" on an Order Form, including specifically any "Enable"-branded software products and related services.

"**Resale Terms of Use**" means the terms set forth at https://enable.com/terms-of-service.