

CASE STATUS ARTIFICIAL INTELLIGENCE ADDENDUM

The Customer has ordered products or services from Case Status, Inc. (“Case Status”) under one or more Order Forms signed by Case Status and Customer (each an “Order Form”). Each Order Form is subject and governed by the Subscription Agreement entered into by Case Status and Customer (the “Subscription Agreement”). Customer has a desire to use Case Status’ Artificial Intelligence Service (as defined below). Customer and Case Status hereby enter into this Case Status Artificial Intelligence Addendum (the “Artificial Intelligence Addendum”) to the Subscription Agreement for the purpose of incorporating certain terms and conditions into the Subscription Agreement solely with respect to the Artificial Intelligence services as follows:

By clicking the “I accept” button, taking an action to indicate acceptance, or by using the Artificial Intelligence Service, with or without registration, you agree to the terms and/or conditions found in this Artificial Intelligence Addendum. In the event you are agreeing to the Artificial Intelligence Addendum on behalf of a company or other legal entity, you certify that you are an authorized representative of such entity. If you do not have such legal authority, or you do not agree with these terms, do not accept, access or use the Services in any manner.

1. Effect of Artificial Intelligence Addendum. Solely with respect to the Artificial Intelligence Services, this Artificial Intelligence Addendum is incorporated into and made part of the Subscription Agreement. Customer acknowledges and agrees that this Artificial Intelligence Addendum may be updated from time to time as Case Status develops new features to the Artificial Intelligence Services, and that any new terms and/or conditions that relate to such new features or services shall be applicable to Customer.

2. Definitions. The capitalized terms defined in the Subscription Agreement shall have the same meanings in this Artificial Intelligence Addendum, except as set forth expressly in this Artificial Intelligence Addendum. Notwithstanding anything to the contrary in the Subscription Agreement, the capitalized terms below shall have the following meanings solely as applicable to the Artificial Intelligence Service.

“Agreement” means the Subscription Agreement as modified by this Artificial Intelligence Addendum in accordance with Section 1 of this Artificial Intelligence Addendum.

“Documentation” means the Artificial Intelligence Service functionality descriptions, service specifications, and release notes provided by Case Status to Customer.

“Artificial Intelligence Service” means any product or service made available to Customer by agreeing to this Artificial Intelligence Addendum.

“Subscription” means the specific Artificial Intelligence Service and software embedded therein.

3. AI Services. The Artificial Intelligence Service uses machine learning models that generate predictions based on patterns in data. The data used to train the model

includes both publicly available data (i.e. website data) and Customer Data upon the execution of this Artificial Intelligence Addendum. Outputs generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for your use case, including by employing human review of such output. Customer acknowledges and agrees that any output, recommendation, suggestion, explanation, or analysis provided by the Artificial Intelligence Service is for informational purposes only. Customer is solely responsible for any use of the Artificial Intelligence Service by Customer or its Affiliate or User and shall ensure that any use, process, action or decision does not violate any law or regulation. Customer is solely responsible for, and shall ensure that use or disclosure of, any Customer Data in accordance with the Agreement complies with applicable laws and regulations, including any required notices or consents.

4. Data Access. By agreeing to the Artificial Intelligence Addendum, accessing and using the Artificial Intelligence Service, Customer provides a worldwide perpetual license to Case Status to use Customer Data to provide, maintain, develop, and improve its Artificial Intelligence Service.

5. Content

5.1 Customer Content. Customer may provide input to the Artificial Intelligence Service (“Input”), and receive output from the Artificial Intelligence Services based on the Input (“Output”). Input and Output are collectively “Content.” Customer is responsible for Content, including ensuring that it does not violate any applicable law or this Agreement. Customer represents and warrants that it has all rights, licenses, and permissions needed to provide Input to our Artificial Intelligence Service.

5.2 Ownership of Content. To the extent permitted by applicable law, Customer retains ownership rights in the Input and owns the Output. Case Status hereby assigns to Customer all our right, title, and interest, if any, in and to Output.

5.3 Similarity of Content. Due to the nature of the Artificial Intelligence Services and artificial intelligence generally, the output may not be unique and other users may receive similar outputs from the Artificial Intelligence Service. Case Status' assignment above does not extend to other customer's output or any third party output.

5.4 Case Status Use of Content. Case Status may use Content to provide, maintain, develop, and improve our Artificial Intelligence Service, to comply with applicable law, and to enforce our terms and policies. Customer provides an irrevocable, perpetually worldwide license to Case Status to allow the use of all Customer Data, Inputs, and Outputs for use in the development of the Artificial Intelligence Service.

6. Indemnification. In addition to any indemnification obligation set forth in the Subscription Agreement, Customer shall defend Case Status and its direct and indirect parents, subsidiaries and affiliates, and their respective officers, directors, shareholders and agents (each, an "Case Status Indemnitee") from and against any third party claim, demand, lawsuit or legal action arising from any matter for which Customer is responsible under this Addendum (a "Customer Indemnified Claim"), and indemnify each Case Status Indemnitee against any damages, attorneys' fees, and other costs or expenses awarded against it or incurred by it in connection with a Customer Indemnified Claim. This Section 6 shall survive the expiration or termination of the Agreement.

7. Warranties and Limitations. AS APPLICABLE TO THE ARTIFICIAL INTELLIGENCE SERVICE, ANY WARRANTY PROVIDED BY CASE STATUS UNDER THE SUBSCRIPTION AGREEMENT SHALL BE LIMITED TO USE OF THE ARTIFICIAL INTELLIGENCE SERVICE IN ACCORDANCE WITH THE DOCUMENTATION AND THE SPECIFIC TERMS SET FORTH IN THIS ARTIFICIAL INTELLIGENCE ADDENDUM. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE ARTIFICIAL INTELLIGENCE SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS ARTIFICIAL INTELLIGENCE ADDENDUM. TO THE EXTENT PERMITTED BY LAW, CASE STATUS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AND ANY WARRANTY REGARDING CUSTOMER'S USE OF THE ARTIFICIAL INTELLIGENCE SERVICE, DATA OR INFORMATION ACCESSIBLE THEREFROM, AND ANY ACTION OR DECISION MADE RELATED TO CUSTOMER'S USE OF THE ARTIFICIAL INTELLIGENCE SERVICE. CASE STATUS' SOLE LIABILITY AND OBLIGATION FOR BREACH OF WARRANTY WILL BE TO USE COMMERCIALY REASONABLE EFFORTS TO PROMPTLY REPAIR OR REPLACE THE ARTIFICIAL INTELLIGENCE SERVICE TO CORRECT THE BREACH, AND THE SOLE REMEDY OF CUSTOMER IS THAT IT MAY TERMINATE THE ARTIFICIAL INTELLIGENCE SERVICE UPON WRITTEN NOTICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE SUBSCRIPTION AGREEMENT, CASE STATUS OR ITS CONTRACTORS MAY MAKE CHANGES TO THE ARTIFICIAL INTELLIGENCE SERVICE FROM TIME TO TIME (INCLUDING THE DEPRECIATION OR DISCONTINUATION OF THE ARTIFICIAL INTELLIGENCE SERVICE), OR THE CORRESPONDING DOCUMENTATION, AND THOSE CHANGES SHALL NOT BE DEEMED TO GIVE RISE TO BREACH OF WARRANTY OR LIABILITY OF CASE STATUS. IN THE EVENT OF A MATERIAL DEPRECIATION OR DISCONTINUATION OF THE ARTIFICIAL INTELLIGENCE SERVICE, THE SOLE REMEDY OF CUSTOMER IS THAT CUSTOMER MAY TERMINATE THE ARTIFICIAL INTELLIGENCE SERVICE ONLY, UPON WRITTEN NOTICE.

8. CONFIDENTIAL INFORMATION. The Documentation is deemed part of the Confidential Information of Case Status as defined in the Agreement.

9. Documentation and Policy Changes. Case Status may make changes to the Documentation or any policy referenced in this Artificial Intelligence Addendum, or the hyperlink or other means of access to the Documentation.

10. No Legal Advice. The Artificial Intelligence Service is not a substitute for professional legal advice. The legal information provided by the Artificial Intelligence Service is for general informational purposes only and should not be considered legal advice. Case Status does not guarantee the accuracy, completeness, or timeliness of any information provided on our platform.