

Last Updated: August 20, 2026

HORIZON SERVICE-SPECIFIC TERMS

These Horizon Service-Specific Terms (these “**Horizon Terms**”) apply to Customer’s access to and use of Horizon and constitute Service-Specific Terms under the Platform Services Agreement between Sierra Technologies, Inc. (“**Sierra**”) and the customer identified on the applicable Order Form (“**Customer**”) (the “**Agreement**”). Capitalized terms used but not defined in these Horizon Terms have the meanings given in the Agreement. In the event of any conflict between the Agreement and the Horizon Terms, the Horizon Terms will govern with respect to Customer’s use of Horizon.

1. DEFINITIONS.

(a) “**End User**” means a current or prospective customer or other end user of Customer with whom Customer has, or intends to engage in, a business relationship.

(b) “**Engagement**” means one or more Outbound Communications between a Customer Agent and an End User directed toward a commercial transaction or other business outcome for Customer as set forth in the applicable Order Form.

(c) “**Horizon**” means the features and functionality of the Platform Services that enable Customer to develop, configure and deploy Customer Agents to initiate and conduct Engagements with End Users.

(d) “**Outbound Communication**” means a communication, conversation or interaction with an End User initiated by a Customer Agent.

2. HORIZON RIGHTS.

(a) Right to Use. Subject to Customer’s compliance with the Agreement and these Horizon Terms, the rights granted in Section 1(a) of the Agreement include the right to use Horizon to develop, test and deploy Customer Agents to conduct the Engagements identified in the applicable Order Form and related internal business purposes.

(b) Horizon Output. For purposes of the Agreement: (i) “**Output**” includes all communications, conversations, responses and other content generated, and actions taken, by a Customer Agent in connection with an Engagement, whether in response to a message, chat or other interaction initiated or submitted by an End User or an Outbound Communication; and (ii) “**Customer Materials**” and “**Input**”, as applicable, include all materials provided, communicated or otherwise uploaded by or on behalf of Customer in connection with Engagements, such as target lists, consent and opt-out records, and other information used to generate Outbound Communications, and the business instructions and rules, negotiation playbooks and processes, commercial guardrails, scripts and templates, product guidelines and other information and content supplied by or on behalf of Customer to configure a Customer Agent for an Engagement.

3. CUSTOMER RESPONSIBILITIES.

(a) Engagement Configuration. As between the Parties, Customer controls and is solely responsible for supplying all business instructions and rules, negotiation playbooks and processes, commercial guardrails, scripts and templates, product guidelines and other information and content necessary to configure a Customer Agent for an Engagement, including permitted channels and the content of any commercial offers or terms a Customer Agent may communicate to End Users for such Engagement. Any configuration for an Engagement involving use of Sierra’s technical architecture or infrastructure outside of the Platform Services will require Sierra’s written approval and may be subject to payment of additional fees or expenses as set forth on the applicable Order Form.

(b) Nature of Horizon. Customer acknowledges that Horizon is designed to operate autonomously, and that Customer Agents may engage in Outbound Communications, make decisions and take actions for Engagements, including in Customer’s systems and Third-Party Services, without human review of each individual action. As between the Parties, Customer is responsible for assessing whether the Customer Agent for each Engagement is fit for

purpose prior to use or deployment prior to use or deployment. Actions taken by a Customer Agent for an Engagement in accordance with Customer's configuration are deemed authorized by Customer, and any commercial offer or terms communicated by a Customer Agent to an End User is deemed made by Customer, but without limitation to Sierra's express obligations under the Agreement with respect to the operation of the underlying Platform Services in conformity with the applicable Documentation.

(c) Regulated Communications. Where applicable law requires human review of, or a final determination by, a human or licensed professional with respect to a decision affecting an End User, Customer will configure its Customer Agent such that the legally required human involvement occurs for the applicable Engagement(s) and will not use a Customer Agent to render any final determination that applicable law requires to be made by a human or licensed professional.

(d) Outbound Communications. As between the Parties, Customer is the initiator of all Outbound Communications. In connection with all Outbound Communications, Customer will: (i) obtain and maintain all consents required by applicable law and provide evidence of such to Sierra upon written request; (ii) maintain accurate and current consent, opt-out, and communication-preference records within or otherwise synced to the Platform Services; (iii) comply with applicable laws and regulations (including the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Telemarketing Sales Rule, state telemarketing laws and any required disclosure that a communication is automated or generated by artificial intelligence), applicable carrier requirements, and industry best practices; and (iv) not use the Platform Services to send unsolicited messages, spam, junk, bulk, or for other similar abusive purposes. In the event Sierra reasonably determines there has been a violation of applicable law or the Agreement, Sierra will, where practicable, provide Customer with written notice and a reasonable opportunity to cure before suspending Outbound Communications through the Platform Services; provided however, that Sierra may immediately suspend Outbound Communications if Sierra reasonably determines it is necessary to comply with applicable laws or regulations a carrier requirement, or otherwise prevent a material risk of harm to Sierra or End Users.

(e) Horizon Indemnification. In addition to its obligations under Section 12 of the Agreement, Customer will defend Sierra from and against any claims, demands, proceedings, investigations or suits brought by a third party (including any governmental or regulatory authority) arising from or relating to any Outbound Communication (including any alleged failure to obtain or maintain any legally required consent, any inaccurate or outdated consent lists, contact data or suppression lists, or any alleged violation of any law applicable to Customer's initiation of Outbound Communications) or Engagement as configured by Customer, and Customer will indemnify Sierra for any finally awarded damages or settlement amount approved by Customer in writing to the extent arising from any of the foregoing, and any reasonable, documented and out-of-pocket attorneys' fees of Sierra incurred in connection therewith. Each such claim will be deemed a "**Claim Against Sierra**" and will be subject to the procedures set forth in Section 12 of the Agreement. This obligation will not apply to the extent the claim arises from Sierra's breach of the Agreement or failure to honor an opt-out that Customer has accurately recorded in and synced to the Platform Services.