Last Updated: August 20, 2026

PLATFORM SERVICES AGREEMENT

This Platform Services Agreement (this "**Agreement**") is by and between Sierra Technologies, Inc. ("**Sierra**") and the customer identified on the applicable Order Form ("**Customer**"). This Agreement is effective as of the "**Effective Date**" listed on the initial Order Form that references this Agreement (the "**Effective Date**"). Sierra and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

This Agreement is a framework agreement designed to govern Customer's use of both the Paid POC Services and thereafter, the steady-state Platform Services, as more particularly described in the applicable Order Form.

1. PLATFORM SERVICES.

(a) Right to Use. Subject to Customer's compliance with this Agreement, Sierra hereby grants to Customer a limited, non-exclusive, non-transferable (except under Section 13) right to access and use the Platform Services during the Term, solely to develop, test and deploy Customer Agents for the purpose of providing service and support to Customer's end users and related internal business purposes, in accordance with the applicable Order Form.

(b) Use Restrictions. Unless expressly permitted in this Agreement, Customer will not and will not permit any other person or entity (including Authorized Users) to, directly or indirectly: (i) copy, modify or create derivative works of any portion of the Platform Services or Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to derive or extract the source code, models, algorithms or underlying systems of the Platform Services, including by model extraction, model stealing or prompt injection attacks, except as permitted by applicable law; (iii) sublicense, sell, resell, distribute, rent, lease, frame, mirror or otherwise make the Platform Services or Documentation available to any third party; (iv) use the Platform Services or Documentation in violation of applicable law, the AUP or any intellectual property or other rights of any third party; (v) access, search or scrape the Platform Services using any automated means (including spiders, crawlers, bots or other data-mining tools) other than features Sierra has expressly provided for that purpose; or (vi) use the Platform Services, Output or any other Sierra Confidential Information to develop or commercialize any competitive product, service or technology. Customer is responsible for all acts and omissions of its Authorized Users in connection with the Platform Services, including activities conducted through any access credentials issued by Sierra (e.g., API keys), and for their compliance with this Agreement.

(c) Third-Party Services. Certain features and functionalities within the Platform Services may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content that is provided or procured by Customer (collectively, "**Third-Party Services**") through the Platform Services. Sierra does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Platform Services or ThirdParty Services caused in whole or in part by the Third-Party Services or any update or upgrade to them. As between the Parties, Customer is responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer and its Authorized Users to use the Third-Party Services in connection with the Platform Services.

(d) Service-Specific Terms. The Horizon Service-Specific Terms govern Customer's access and use of Horizon.

2. PAID PROOF OF CONCEPT SERVICES. Sierra will provide Paid POC Services to Customer as described in an Order Form for the period specified in that Order Form (the "**Paid POC Period**") for the sole purpose of Customer evaluating the Platform Services. If the Parties agree to proceed with steady-state Platform Services following the Paid POC Period, they will execute a separate Order Form to govern the provision of such Platform Services.

3. FEES. Customer will pay Sierra the fees set forth in the applicable Order Form ("**Fees**") in accordance with the payment terms set forth in that Order Form. Except as otherwise provided in the applicable Order Form or agreed to by the Parties in writing, Sierra will issue invoices to Customer during the Term, and Customer will pay all amounts set forth on any such invoice no later than thirty (30) days after the date of such invoice. If Customer in good faith disputes any portion of an invoice, Customer will notify Sierra in writing within the same period, providing a reasonably detailed explanation of the disputed amount and the grounds for the dispute. The Parties will cooperate in good faith to resolve any disputed amounts. The undisputed portion of any invoice remains due and payable in accordance with this Section 3. Except as expressly set forth otherwise in this Agreement, all payments are non-refundable. Neither Party may set off, discount or otherwise reduce or refuse to pay any amount due to the other Party under this Agreement, except that, if the Parties execute an Order Form for steady-state Platform Services, Customer will receive a one-time credit of the Fees paid for the Paid POC Services against the Fees payable under that Order Form. If Customer fails to pay any undisputed amount when due, then without limiting Sierra's rights or remedies: (i) Sierra may suspend the Platform Services until all undisputed amounts are paid in full;

and (ii) interest will accrue on the outstanding amount at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to Sierra under this Agreement, other than any taxes imposed on Sierra's income. If Customer is required to deduct or withhold any taxes from the amounts payable to Sierra under this Agreement, Customer will make gross up payments, so that Sierra receives the amounts due to it under this Agreement in full, as if there were no withholding or deduction.

4. OWNERSHIP AND USE.

(a) Rights Reserved. Sierra reserves and, as between the Parties will solely own, the Sierra IP and all rights, title and interest in and to the Sierra IP. If any rights, title or interest in or to any Sierra IP vests in Customer, Customer hereby assigns to Sierra such rights, title or interest.

(b) Customer Materials. The Customer Materials will be deemed Confidential Information of Customer and, as between the Parties, Customer owns and retains all rights, title and interest in and to all Customer Materials. If any rights, title or interest in or to any Customer Materials vests in Sierra, Sierra hereby assigns to Customer such rights, title or interest.

(c) Input and Output. Customer Agents may generate automated responses, actions or suggestions (collectively, "**Output**") in response to: (i) a message, chat, ticket or other interaction submitted by an end user to a Customer Agent; and (ii) Customer Materials uploaded by Customer to inform a Customer Agent's responses to end users ((i) and (ii) collectively, "**Input**"). Input and Output will be deemed Confidential Information of Customer. As between the Parties, to the extent permitted by applicable law and subject to Section 4(a), Customer owns all Input and Output. If any rights, title or interest in or to any Input or Output vests in Sierra, Sierra hereby assigns to Customer such rights, title or interest.

(d) No Implied Rights. Except as expressly granted in this Agreement, no rights or licenses (whether by implication, estoppel or otherwise) are granted to either Party or any Affiliate in or to the Sierra IP, the Customer Materials, Input or Output.

(e) Use of Customer Materials, Input and Output. Sierra may use and modify the Customer Materials, Input and Output to provide and improve the Platform Services for the sole benefit of Customer during the Term, to enforce the terms of this Agreement and to comply with applicable law. Sierra may also use and modify Customer Materials, Input and Output that have been deidentified of personally identifiable information to maintain, develop and improve its products and services.

(f) Usage Data. Sierra may collect, derive and use usage data, insights, metadata and other telemetry data and information based on Customer Materials, Input, Output and Customer's and its Authorized Users' use of the Platform Services ("**Usage Data**") on a deidentified basis in order to provide and improve its products and services. Sierra will not share any Usage Data with a third party unless it has been aggregated and anonymized such that Customer and its Authorized Users cannot be identified.

(g) DPA. The terms of the Data Processing Addendum ("**DPA**") govern Sierra's processing of Personal Data contained within Customer Materials.

(h) Feedback. From time-to-time Customer may provide Sierra with suggestions, comments or feedback with regard to the Platform Services (collectively, "**Feedback**"), which Sierra may use and exploit in connection with Sierra's business purposes, including the operation, maintenance and improvement of Sierra's products and services.

5. REPRESENTATIONS AND WARRANTIES.

(a) General. Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into this Agreement; (ii) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary actions and do not violate its organizational documents; and (iii) it will comply with the laws applicable to that Party's exercise of its rights and performance of its obligations under this Agreement. Customer acknowledges that: (a) Sierra is not responsible for determining whether Customer's use of the Platform Services complies with any laws that apply to Customer; and (b) Customer may be subject to laws relating to the deployment and use of the Platform Services, and that Customer shall be responsible for their own compliance obligations. Each Party will provide information reasonably requested by the other Party to assist the other Party in its compliance obligations.

(b) Customer Representations. Customer represents and warrants that: (i) Sierra's use of the Customer Materials in accordance with this Agreement will not infringe or violate any intellectual property or other rights of any third party; and (ii) it has all rights and permissions required to submit the Customer Materials and Input to the Platform Services for use in accordance with this Agreement.

(c) Sierra Representations. Sierra represents and warrants that: (i) Customer's use of the Platform Services in accordance with this Agreement will not infringe or violate any intellectual property or other rights of any third party; (ii) it has all rights and permissions required to provide the Platform Services in accordance with this Agreement; and (iii) the Platform Services will operate during the Term substantially as described in the applicable Documentation.

(d) Disclaimers.

(i) AS IS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PLATFORM SERVICES AND OTHER SIERRA IP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIERRA DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE.

(ii) Nature of the Platform Services. Due to the non-deterministic nature of large language models, Customer acknowledges that Output may be (a) similar to the output generated for Sierra or for a third party; and (b) inaccurate, incomplete or otherwise inappropriate for a given use case. The accuracy, quality and compliance with applicable law of any Output and actions taken by Customer Agents are dependent upon and commensurate with that of the Input provided and Customer's compliance with this Agreement. Customer further acknowledges that the software code for Customer Agents developed by or on behalf of Customer under this Agreement may be similar to software code developed by or for other Sierra customers through use of the Platform Services, subject always to the confidentiality obligations set forth in Section 10.

(iii) Customer Responsibility. As between the Parties, Customer is responsible for: (i) evaluating the content, nature, tone and accuracy of any Output as appropriate for the applicable use case before relying or acting on it; (ii) ensuring that Customer's use of the Platform Services and Customer Agents complies with all laws and regulations applicable to Customer or its industry; and (iii) the development, use, deployment or operation of any Customer Agent to the extent developed by or on behalf of Customer.

6. SUPPORT AND SERVICE LEVELS. Except as otherwise set forth in an Order Form, Sierra will comply with the Support Terms.

7. TERM. The term of this Agreement begins on the Effective Date and continues until the end of the Paid POC Period, except that if the Parties execute an Order Form for steady-state Platform Services, the term of this Agreement will continue for the initial term specified in such Order Form (together, the "**Initial Term**"). Unless the applicable Order Form specifies otherwise, the Initial Term will automatically renew for successive periods of twelve (12) months (each, a "**Renewal Term**") unless either Party gives the other at least thirty (30) days' written notice of non-renewal before the end of the then-current Term. The Initial Term, together with any Renewal Term(s), are collectively the "**Term**".

8. TERMINATION. Either Party may terminate this Agreement or an Order Form, effective on written notice to the other Party, if the other Party materially breaches this Agreement or such Order Form, and, if able to be cured, such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. Termination of this Agreement under this Section will automatically terminate all then-active Order Forms.

9. EFFECT OF TERMINATION.

(a) Effect. Upon expiration or termination of an Order Form or this Agreement: (i) each Party will cease use of and will promptly return or destroy any Confidential Information of the other Party in its possession or control that is specific to such Order Form or to this Agreement (as applicable), except (A) as required for any surviving rights or obligations under such Order Form or this Agreement (as applicable); and (B) for any archived electronic backups, which will be stored in accordance with the applicable Party's backup retention policies and will remain subject to the confidentiality obligations set forth in Section 10; (ii) Customer's and its Authorized Users' right to access and use the Platform Services under such Order Form or this Agreement (as applicable) will immediately terminate; and (iii) all Fees owed by Customer to Sierra under such Order Form or this Agreement (as applicable) will be immediately due. Upon expiration or termination of an Order Form (other than termination of the entire Agreement under Section 8), each other Order Form that is then-in effect will remain in effect in accordance with its terms.

(b) Survival. The rights and obligations of Sierra and Customer contained in Sections 3, 4, 9, 10, 11, 12, 13 and 14, will survive any expiration or termination of this Agreement and any Order Form(s).

10. CONFIDENTIALITY.

(a) Confidentiality. As used in this Agreement, "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Sierra IP will be deemed Confidential Information of Sierra. The Receiving Party will only use the Disclosing Party's Confidential Information to exercise the Receiving Party's rights and fulfill its obligations under this Agreement, and will use the same degree of care (but not less than reasonable care) that it uses to protect its own Confidential Information. The Receiving Party will: (i) not use or disclose any Confidential Information of the Disclosing Party except as expressly permitted in this Agreement; and (ii) limit access to Confidential Information to those of its and its Affiliates' employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective of Confidential Information as those set forth in this Agreement. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to, but only to the extent permitted by applicable law, the Receiving Party providing the Disclosing Party with reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure, in each case, at the Disclosing Party's own cost. The terms of this Agreement will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party's advisors, attorneys and actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

(b) Exclusions. Confidential Information will not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without access to or use of any Confidential Information of the Disclosing Party as evidenced in writing; (iv) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure; or (v) is Personal Data (which, to the extent applicable, will be subject to the DPA).

11. LIMITATION OF LIABILITY.

(a) Exclusion of Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, GOODWILL, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) Total Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER EXCEED THE FEES PAID BY CUSTOMER TO SIERRA IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY (THE "**GENERAL CAP**"). NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH A BREACH OF THE DPA THAT RESULTS IN A SECURITY INCIDENT (AS DEFINED IN THE DPA) EXCEED TWO (2) TIMES THE FEES PAID BY CUSTOMER TO SIERRA IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY (THE "**ENHANCED CAP**"). THE PARTIES ACKNOWLEDGE THAT THE LIABILITY CAPS ARE INTENDED TO OPERATE AS A SINGLE AGGREGATE LIMIT AND THE ENHANCED CAP IS INCLUSIVE OF, AND NOT IN ADDITION TO, THE GENERAL CAP. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THESE LIMITS.

(c) Exceptions. THE FOREGOING EXCLUSIONS AND LIMITS IN SECTION 11(a) AND SECTION 11(b) DO NOT APPLY TO LIABILITY OR OBLIGATIONS ARISING UNDER SECTION 1(b) (USE RESTRICTIONS), CUSTOMER'S PAYMENT OBLIGATIONS, INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AND EACH PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION 12(a) AND SECTION 12(c).

(d) General. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 11 WILL APPLY WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

12. INDEMNIFICATION.

(a) Indemnification by Sierra. Subject to Section 12(b), Sierra will defend Customer from and against any claims, demands, proceedings, investigations or suits brought by a third party alleging that the Platform Services provided by Sierra infringes or misappropriates such third party's intellectual property rights (each, a "**Claim Against Customer**") and indemnify Customer for any finally awarded damages or settlement amount approved by Sierra in writing to the extent arising from a Claim Against Customer, and any reasonable, documented and out-of-pocket attorneys' fees of Customer incurred in connection with such Claim Against Customer. If Sierra reasonably believes the Platform Services (or any component of the Platform Services) could infringe any third party's intellectual property rights, Sierra may, at its sole option and expense, use commercially reasonable efforts to: (i) modify or replace the Platform Services, or any component or part of the Platform Services, to make it non-infringing; or (ii) procure the right for Customer to continue to access and use the Platform Services. If Sierra determines that neither alternative is commercially practicable, Sierra may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer. In the event of any such termination, Sierra will refund to Customer a pro-rata portion of the Fees that have been paid but unused for the unexpired portion of the then-current Term. The rights and remedies set forth in this Section 12 will constitute Customer's sole and exclusive remedy for any infringement or misappropriation of intellectual property rights in connection with the Platform Services.

(b) Exclusions. Sierra's obligations under Section 12(a) will not apply to the extent that the underlying Claim Against Customer arises from or as a result of: (i) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials, Input or Output; (iii) Customer's failure to use any enhancements, modifications or updates to the Platform Services that have been provided by Sierra; (iv) modifications to or configuration of the Platform Services by anyone other than Sierra, including portions of Customer Agents to the extent developed by or on behalf of Customer; or (v) combinations of a Customer Agent or the Platform Services with Third-Party Services or any other software, data or materials not provided by Sierra.

(c) Indemnification by Customer. Customer will defend Sierra from and against any claims, demands, proceedings, investigations or suits brought by a third party alleging that the Customer Materials, Input or the Customer Agent (to the extent developed by or on behalf of Customer) infringes, misappropriates or violates a third party's intellectual property rights, or rights of publicity or privacy, or results in the violation of any applicable law or regulation (each, a "**Claim Against Sierra**"). Customer will indemnify Sierra for any finally awarded damages or settlement amount approved by Customer in writing to the extent arising from a Claim Against Sierra, and any reasonable, documented and out-of-pocket attorneys' fees of Sierra incurred in connection with such Claim Against Sierra.

(d) Procedure. Each Party's obligations under this Section 12 are contingent upon: (i) the Party seeking defense and indemnity (the "**Indemnified Party**") providing the other Party (the "**Indemnifying Party**") with prompt written notice of the Claim Against Customer or Claim Against Sierra, as applicable (each, a "**Claim**") (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice); (ii) the Indemnifying Party having the exclusive right to defend or settle such Claim; and (iii) the Indemnified Party providing all reasonably necessary cooperation to the Indemnifying Party, at the Indemnifying Party's expense, in the defense and settlement of such Claim. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible under this Agreement (provided that the Indemnifying Party will not settle any Claim without the Indemnified Party's prior written approval, not to be unreasonably withheld, unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense of any Claim at its own expense, subject to the Indemnifying Party's retention of overall control over the defense and settlement of the Claim.

13. MISCELLANEOUS. Neither Party may assign, transfer or sublicense this Agreement, by operation of law or otherwise, without the other Party's prior written consent, except to a successor entity in the event of a merger, consolidation or sale of all or substantially all of the assets of such Party, and any attempt by either Party to do so, without such consent, will be void. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns. Customer represents that it is not named on any U.S. government denied party list or owned by or acting on behalf of any denied party and that no Customer Affiliate is so named, owned, or acting, and Customer agrees to comply fully with all relevant export control and sanctions laws and regulations of the United States and any other jurisdiction in which Customer operates ("**Export Laws**") to ensure that neither the Platform Services, software, any Customer Materials, nor any technical data related to any of them is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any end use prohibited by the Export Laws. Customer will complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval. Subject to the DPA, Sierra may use subcontractors and other third-party providers ("**Subcontractors**") in connection with the performance of its own obligations under this Agreement as it deems appropriate; provided that Sierra remains responsible for the performance of each such Subcontractor. Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by applicable law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement, including its exhibits and any Order Form(s), is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, warranty or assurance other than those expressly set out in this Agreement, except that nothing in this Agreement excludes or limits liability for fraud or fraudulent misrepresentation. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties. If there is any conflict, the following order of precedence applies: (1) the applicable Service-Specific Terms with respect to the relevant service; (2) the DPA with respect to the Processing of Personal Data; (3) the terms of this Agreement; (4) the applicable Order Form; (5) the Support Terms; (6) the AUP; and (7) the Documentation. Notwithstanding the foregoing order of precedence, to the extent that an Order Form explicitly states that it intends to modify the terms of any other document, then that Order Form supersedes the term that it seeks to amend. Nothing in this Agreement creates a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent. Nothing in this Agreement creates any rights, benefits or obligations in any person other than the Parties. Except as expressly set forth in this Agreement, the exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. No failure or delay by either Party to enforce any provision will constitute a waiver, and no waiver will be effective unless in writing and signed by the Party granting it. Any terms contained or referenced in any purchase order, procurement portal, invoice or other ordering document of Customer that are inconsistent with or additional to this Agreement are hereby rejected by the Parties and will be deemed null and of no force and effect. All notices required to be sent under this Agreement will be in writing (email being sufficient) and will be deemed to have been given when mailed by certified mail, overnight express or sent by email, with receipt confirmed. Email notices to Sierra should be sent to legal@sierra.ai. This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California, and the Parties irrevocably consent to the personal jurisdiction and venue of those courts. This Agreement may be signed in counterparts, and electronic signatures will have the same weight and effect as originals.

14. DEFINITIONS.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with a party, where "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**AUP**" means Sierra's Acceptable Use Policy, which forms part of this Agreement.

"**Authorized Users**" means: (i) in the case of elements of the Platform Services other than Customer Agents, Customer's employees and contractors authorized to access the Platform Services; and (ii) in the case of Customer Agents, Customer's end users, employees and contractors that Customer permits to access the Customer Agents.

"**Customer Agent**" means an AI-enabled system that is developed by or on behalf of Customer under this Agreement and designed to function as part of and interoperate with the Platform Services.

"**Customer Materials**" means all information, data, conversations, content or other materials, in any form or medium, that are provided, communicated or otherwise uploaded by or on behalf of Customer or its Authorized Users through the Platform Services or to Sierra in connection with Customer's or its Authorized Users' use of the Platform Services, excluding any Sierra IP.

"**Documentation**" means the operator, user and technical manuals, readme files and other documentation provided by Sierra within the Platform Services.

"**Order Form**" means a mutually executed order form or other mutually agreed upon ordering document, in each case, that references and is made subject to this Agreement.

"**Paid POC Services**" means Platform Services made available by Sierra to Customer for a limited proof of concept period solely for the purpose of Customer evaluating the Platform Services.

"**Personal Data**" has the meaning set forth in the DPA.

"**Platform Services**" means Sierra's proprietary platform for delivering customer service, including: (i) Customer Agents; (ii) the software development kit and related libraries and materials made available as Agent SDK ("**Agent SDK**"); (iii) the functionality provided by Sierra to enable Customer to develop, configure and deploy Customer Agents ("**Agent Studio**"); and (iv) any other features, functionality, modules, add-ons or other technology identified in the applicable Order Form as Platform Services, together with the underlying technology, models and infrastructure used to provide or deliver any of the foregoing.

"**Service-Specific Terms**" means the additional terms that apply to a particular part of the Platform Services as (i) set out in or attached to the applicable Order Form; or (ii) agreed to in a separate written instrument signed by both Parties.

"**Sierra IP**" means (i) the Platform Services and Documentation, together with the underlying intellectual property used to provide or resulting from the provision of the Platform Services or Documentation; (ii) all improvements, configurations, modifications or enhancements to, or derivative works of, the foregoing, regardless of inventorship or authorship; and (iii) all intellectual property rights in and to any of the foregoing.