

CONTENT CATALYST TERMS OF SERVICE

PRODUCT SPECIFIC TERMS

FOR

MYCATALYST

These Product Specific Terms are appended to and shall form part of the Content Catalyst Terms of Service. These Product Specific Terms shall apply to the extent that the Customer has entered into an Agreement with Content Catalyst which includes the provision of the Module known as "MyCatalyst", as detailed in an Order Form. These Product Specific Terms contain supplementary provisions, which will apply in addition to those contained in the General Terms, and which will apply specifically in relation to the provision of MyCatalyst.

1. Definitions

- 1.1. In these Product Specific Terms, capitalised terms shall have the meaning given in the Glossary (Part C of the General Terms) and the following terms shall have the following meanings:
- 1.2. **"MyCatalyst"** means the add-on Module for the core Content Catalyst Platform, known as "MyCatalyst ", which aims to introduce artificial intelligence driven chat capability into the core Content Catalyst Platform and which Authorised Users can then use to interrogate Customer Content accessed via the Content Catalyst Platform as an alternative to conventional search.
- 1.3. **"AI Provider"** means OpenAI, L.L.C, OpenAI Ireland Ltd and affiliated and associated companies, or any alternative provider(s) of artificial intelligence technologies with which MyCatalyst is configured to work as agreed between the Parties from time to time.

2. Setup and Configuration

- 2.1. If required, Content Catalyst will use reasonable endeavours to assist the Customer with the set-up and configuration of MyCatalyst for use by the Customer with the Content Catalyst Platform, provide training to the Customer's Admin Users in how to use MyCatalyst and respond to a reasonable number of technical questions and queries concerning the Customer's use of MyCatalyst (**"MyCatalyst Implementation Services"**).

3. Grant of Licence

- 3.1. Subject to the Customer's compliance with the terms set out in the Agreement (including these Product Specific Terms), Content Catalyst grants to the Customer a non-exclusive, non-transferable right to use, and to permit its Authorised Users to use, MyCatalyst, during the applicable Subscription Term, solely for the purposes for which MyCatalyst is intended to be used as detailed in paragraph 1.2 (the **"Permitted Purpose"**).
- 3.2. The Customer understands and agrees that, under the applicable Order Form, the Customer's rights to use MyCatalyst may be subject to certain limits, including User Limits (specifying the number or types of Authorised Users who may use MyCatalyst) and/ or Content Limits (specifying the volume or type of Customer Content which may be queried using MyCatalyst). Unless stated otherwise in the application Order Form,

User Limits and Content Limits applicable to MyCatalyst shall be the same as apply under the Customer's subscription to use the core Content Catalyst Platform. The Customer agrees to comply with any such usage limits and shall not permit them to be exceeded without first obtaining Content Catalyst's prior consent.

4. **AI Provider Accounts and Usage**

- 4.1. The Customer understands and agrees that MyCatalyst uses artificial intelligence technologies and services provided by a third party (the "AI Provider" as defined above) ("**AI Provider Services**") and which are accessed via an API. In this respect, the Customer may elect (by agreement in writing with Content Catalyst) to either: (i) use its own account with the AI Provider to access and use the AI Provider Services; or (ii) access and use the applicable AI Provider Services, via Content Catalyst's account with the AI Provider.
- 4.2. Where the Customer elects to use its own account with the AI Provider, the Customer agrees that it will need to have an appropriate form of account with the AI Provider which allows for the AI Provider's API usage and billing ("**Customer AI Provider Account**") (as advised/ recommended by Content Catalyst from time to time) and that it must provide Content Catalyst with all such information, assistance and approvals reasonably required by Content Catalyst to configure MyCatalyst for use with the Customer AI Provider Account. Under these circumstances, the Customer agrees that it will be solely responsible for maintaining its Customer AI Provider Account and for paying all AI Provider usage fees ("**AI Provider Usage Fees**") directly to the AI Provider. In these circumstances, the Customer also understands and agrees that its agreement with the AI Provider forms a separate independent agreement between the Customer and the AI Provider direct (separate to this Agreement) which is subject to the AI Provider's applicable terms and conditions in force from time to time ("**AI Provider Terms of Use**"). The Customer agrees to comply fully with (and to ensure that it Authorised Users comply fully with) the AI Provider Terms of Use and shall hold Content Catalyst harmless from consequences of their failure to do so.
- 4.3. Where the Customer elects to access and use the applicable AI Provider Services via Content Catalyst's account with the AI Provider ("**Content Catalyst AI Provider Account**"), then the Customer hereby authorises Content Catalyst to make all necessary arrangements to allow the Customer to access and use the AI Provider Services via such account. Content Catalyst shall bill the Customer direct in respect of its use of the AI Provider Services, in accordance with the applicable Order Form and subject to any usage based charges and/ or fair usage limits detailed therein. Under these circumstances, the Customer agrees that the AI Provider Services are provided by the AI Provider (and not by Content Catalyst) and subject to the applicable AI Provider Terms of Use (as defined above). Accordingly, the Customer agrees to comply with (and to ensure that its Authorised Users comply with) all applicable provisions of the AI Provider Terms Use, with respect to their use of the AI Provider Services and to hold Content Catalyst harmless from any consequences of their failure to do so. Similarly, the Customer agrees that Content Catalyst gives no warranties, guarantees or assurances and accepts no liability or responsibility with respect to the AI Provider Services, beyond those which are given or accepted by AI Provider to Content Catalyst under the AI Provider Terms of Use. With respect to any issues with the AI Provider Services, Content Catalyst's sole obligation and liability to the Customer, shall be to use reasonable endeavours to pass on to the Customer the benefit of any warranties, assurance or remedies, as may given by, or available from, the AI Provider under the AI Provider Terms of Use.

5. **Customer's Obligations**

- 5.1. With respect to its use of MyCatalyst: (i) the Customer agrees not to permit MyCatalyst to be used by anyone other than its own Authorised Users, and the Customer shall not permit MyCatalyst to be used for any purposes other than the Permitted Purpose; (ii) the Customer shall procure that all of its Authorised Users are made aware that MyCatalyst is made available solely for the Permitted Purpose and under the terms and conditions set out in the Agreement (including these Product Specific Terms); (iii) the Customer will make all its Authorised Users aware that MyCatalyst (and its outputs) and their access to and use of it, is subject to inherent risks and limitations as further detailed in Section 9 below; and (iv) the Customer accepts full responsibility for its Authorised Users, and the Customer shall at all times be liable for their acts and omissions.
- 5.2. Content Catalyst may, at its sole discretion, limit or withdraw access to MyCatalyst to any or all Authorised Users, at any time, where Content Catalyst believes there may have been a breach of this Agreement (including these Product Specific Terms), or where the Content Catalyst (acting reasonably) considers it necessary to do so.

6. **Subscription Fees and Payment**

- 6.1. In consideration of Content Catalyst supplying MyCatalyst (and any accompanying MyCatalyst Implementation Services), the Customer agrees to pay all applicable Subscription Fees. Subscription Fees due in respect of MyCatalyst shall be calculated in accordance with, and shall be payable in accordance with, the terms set out in the applicable Order Form as well as clause 13 of the General Terms.

7. **Subscription Term**

- 7.1. The Subscription Term for MyCatalyst shall continue for the period specified in, and may be terminated in accordance with, the terms of the applicable Order Form as well as clause 1.2, and 20 of the General Terms.

8. **Warranties**

- 8.1. Subject to Section 4 above as well as paragraphs 8.2 and Section 9 below, Content Catalyst warrants that: (i) the MyCatalyst Implementation Services will be provided using reasonable skill and care; and (ii) MyCatalyst will conform (in all material respects) with the description contained in the accompanying documentation supplied by Content Catalyst.
- 8.2. In the event that Content Catalyst are notified of any breach of the warranties set out in paragraph 8.1 above, Content Catalyst will use reasonable endeavours to remedy any such breach or (if it is not reasonably possible to do so) refund to the Customer an appropriate portion of any fees paid by the Customer for the affected products or services. This paragraph 8.2 sets out the Customer's sole remedy and Content Catalyst's entire liability for any breach of the warranties given in paragraph 8.1.

9. **Disclaimers**

- 9.1. **The Customer understands and agrees that MyCatalyst makes use of novel generative artificial intelligence (AI) technologies, the use of which are widely understood to give rise to risks and challenges (including the possibility of inaccurate, misleading, incorrect or unexpected outputs or so-called "hallucinations"). Accordingly, notwithstanding any warranty or other**

assurance given by Content Catalyst elsewhere in the Agreement, or implied by law, save as expressly provided under paragraphs 8.1, to the fullest extent permitted by law, the Customer agrees that MyCatalyst is provided to it under this Agreement on an 'AS IS' basis and without any warranties of any kind (including, but not limited to, any warranties that MyCatalyst, or its outputs, will be of satisfactory quality, or fit for any particular purpose or otherwise).

- 9.2. For the reasons stated at paragraph 9.1, the Customer further acknowledges and agrees that the Customer (and/ or any of its Authorised User's) use of MyCatalyst, and/ or use or reliance on any outputs obtained from MyCatalyst, is entirely at its (or their) own risk, and that, to the fullest extent permitted by the law, Content Catalyst shall not be liable to the Customer (or to any of its Authorised Users) for any damage or loss of any kind arising from its (or their) use or inability to use MyCatalyst, or from its (or their) use or reliance upon any outputs generated by MyCatalyst.
- 9.3. Without limit to the general disclaimers detailed above, the Customer understands that MyCatalyst makes use of AI technologies provided by the applicable AI Provider which are subject any disclaimers detailed in the applicable AI Provider Terms of Use from time to time, as well as the following specific disclaimers: Artificial intelligence and machine learning are rapidly evolving fields of study. Given the probabilistic nature of machine learning, use such technologies may in some situations result in output that does not accurately reflect real people, places, or facts. When the Customer uses these technologies the Customer understands and agrees as follows: (i) output may not always be accurate. The Customer should not rely on output from the technologies as a sole source of truth or factual information, or as a substitute for professional advice. (ii) the Customer must evaluate output for accuracy and appropriateness for its use case, including using human review as appropriate, before using or sharing output from the services/ technology. (iii) The Customer must not use any output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them. The services/ technology may provide incomplete, incorrect, or offensive output that does not represent the AI Provider's or Content Catalyst's views. If output references any third party products or services, it doesn't mean the third party endorses or is affiliated with the AI Provider or Content Catalyst.
- 9.4. The Customer shall bring the disclaimers contained in this Section 9 above to the attention of all of its Authorised Users who it permits to use MyCatalyst.
- 9.5. MyCatalyst allows the Customer to include and display its own disclaimers concerning the use of MyCatalyst AI functionality to all Authorised User permitted to use it. The Customer agrees that it is solely responsible for including and presenting to all Authorised User appropriate notices and disclaimers which reflect the disclaimers outlined above.
10. **Limitation of Liability**
- 10.1. In addition to the general limitation of liability provisions which apply under the General Terms (which shall generally apply where Subscription Services provided by Content Catalyst under the Agreement include MyCatalyst), the Parties agree that Content Catalyst's total aggregate liability in respect of any and all claims relating to the provision of MyCatalyst (whether in contract, tort, negligence or otherwise) shall be limited to the Subscription Fees paid or payable for MyCatalyst.

- 10.2. Nothing in these Product Specific Terms shall exclude or limit the liability of Content Catalyst for death or personal injury resulting from negligence, or for fraud or for any other liability which may not be limited or excluded under applicable law.

11. **Intellectual Property.**

- 11.1. Subject to paragraph 11.2 below, the Customer agrees that all Intellectual Property Rights in MyCatalyst shall belong to Content Catalyst and that, save for the limited rights expressly granted to the Customer under these Product Specific Terms, the Customer shall not obtain any right, title or interest therein.
- 11.2. The Customer understands and agrees that all technology, software or services provided by the AI Provider (and all Intellectual Property Rights therein) shall be and remain the property of the AI Provider. Although MyCatalyst is designed to work in conjunction with the AI Provider's services (via the AI Provider API) the Customer understands and agrees that Content Catalyst has no official connection or association with the AI Provider. The AI Provider's name and brands (and associated branding) are the trade marks of the AI Provider.

12. **Use of Customer Content**

- 12.1. Notwithstanding Section 11 above all Intellectual Property Rights in Customer Content will remain the property of the Customer (or its licensors).
- 12.2. By default, MyCatalyst will be configured so that Customer Content will not be used to "train" any AI models of AI Provider or any other supplier of such technologies and Content Catalyst will not change this configuration without obtaining the Customer's prior consent.

13. **Compliance with Data Protection Legislation**

- 13.1. MyCatalyst may enable the Customer to collect and use data and information concerning its Authorised User's use of the MyCatalyst add-on Module, including details of their usage, as well as details of their queries and interactions with the chat-bot ("**MyCatalyst Usage Data**").
- 13.2. The Customer acknowledges and agrees that it shall be solely responsible for ensuring that any processing or use it makes or undertakes of, or in relation to, MyCatalyst Usage Data is fully compliant with all applicable laws including applicable Data Protection Legislation. In particular, but without limitation to the its general obligation under the preceding sentence, the Customer will (as required or appropriate): (i) ensure that it has all necessary appropriate consents and notices (including fair processing notices and privacy policies) in place to enable its lawful use of any MyCatalyst Usage Data for its intended purposes; (ii) ensure that there is an appropriate legal basis for all use and processing it proposes to make of MyCatalyst Usage Data and (where required) undertake appropriate legitimate interests impact assessments or similar, in connection with its use; (iii) bring appropriate fair processing notices and privacy policies (explaining how it propose to use MyCatalyst Usage Data) to the attention of all Authorised Users before they are permitted to use MyCatalyst. MyCatalyst allows the Customer to include and display its own legal notices concerning the use of MyCatalyst to its Authorised Users. The Customer agrees that it is solely responsible for including and presenting to all Authorised Users, appropriate fair processing and privacy notices, to ensure compliance with its obligations under this Section.

- 13.3. The Customer agrees to indemnify and hold harmless Content Catalyst against any losses, liabilities, costs, expenses or claims which may arise out of the Customer's failure to comply with its obligations under Section 13.2 above.
- 13.4. Content Catalyst agrees that it will process MyCatalyst Usage Data in accordance with its obligations under the Data Processing Agreement.
- 13.5. The AI Provider will process any personal data to which they may be given access, in accordance with the terms of the applicable AI Provider Terms of Use.
- 14. **Version Control**
- 14.1. This is Version 5 of these Product Specific Terms for MyCatalyst and was last updated on 5 October 2026.