



## ADDITIONAL PRODUCT AND LOCATION SPECIFIC TERMS

These Additional Product and Location Specific Terms ("**Additional Terms**") are agreed between Gearset and Customer pursuant to the terms of the Gearset Master Services Agreement (which together with any attachments or supplements thereof constitutes the "**Agreement**") under which Customer has agreed to procure and Gearset has agreed to provide certain Services (as defined in the Agreement). This is version v1202609, which is effective from September 15, 2026.

These Additional Terms are incorporated into the Agreement by reference, and form part of the Agreement, to the extent that (i) the Customer's chosen Subscriptions, or the Customer's configuration and usage of the Services, include the specific products or functionalities described herein, or (ii) Customer is domiciled in (or otherwise subject to the applicable laws of) a jurisdiction addressed in the Location Specific Terms below.

By accessing or using any of the functionality described below, or where the Customer is domiciled in (or otherwise subject to the applicable laws of) a jurisdiction addressed below, the Customer acknowledges and agrees to these Additional Terms and confirms that the person using the relevant functionality is authorised to agree to these Additional Terms for and on behalf of the Customer.

In the event of any conflict or inconsistency between these Additional Terms and the MSA, DPA, or any other attachment or supplement thereof, these Additional Terms shall take precedence solely with respect to: (i) the specific functionality they govern, and (ii) Customers in the specific jurisdictions addressed below.

Capitalised terms used but not defined in these Additional Terms shall have the meanings given in the Agreement or DPA.

The Schedules below outline terms for specific product offerings and supplemental terms applicable to Customers in specified jurisdictions.

### **List of Schedules**

Schedule 1: Artificial Intelligence Functionality Terms

Schedule 2: Back-up and Archiving Terms

Schedule 3: European Union / European Economic Area – Data Act (Switching) Terms



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### SCHEDULE 1 – ARTIFICIAL INTELLIGENCE FUNCTIONALITY TERMS

Some of Gearset's Customer Data functionality uses artificial intelligence ("AI") powered by third party AI providers. These terms ("**AI Functionality Terms**") apply to the Customer's use of the AI Functionality (as defined below). Capitalised terms used but not defined here shall have the meanings given in the Agreement or DPA. By using this functionality, Customer acknowledges and agrees to these terms and confirms that the person using this functionality is authorised to agree to these terms for and on behalf of the Customer.

By using the AI Functionality, you agree to the AI Functionality Terms which form part of and are incorporated into the Agreement, and for Data Products more specifically but not limited to the DPA, to the extent applicable any BAA, and/or any attachments to any applicable Order Form. In the event of any conflict between these terms, the Agreement, and the DPA, these terms shall prevail. Customer can disable the AI Functionality at any time by through the Software, following which Customer acknowledges that the removal of the AI Functionality may degrade the functionality of the Services on which the AI Functionality relies.

#### TERMS AND CONDITIONS:

##### **1** Definitions and Interpretation

- 1.1 In these AI Functionality Terms (except where the context otherwise requires) the following words and phrases shall have the following meanings:

"**AI Functionality**" means the features within the Services that utilise artificial intelligence or machine learning technology provided by Third-Party Providers;

"**Data Product**" means Services that may process Personal Data within Customer Data through the Software;

"**Gearset AI Credit**" or "**Credits**" means the unit by which consumption of the AI model capacity across the AI Functionality is measured, each Gearset AI Credit representing a nominal value of underlying AI model cost, converted from the tokens consumed in an interaction (including input, output, cache-write and cache-read tokens);

"**Input**" means any Customer Data submitted by Customer to the AI Functionality or collected by the AI Functionality;

"**Metadata Product**" means Services that the parties anticipate will not process Personal Data within Customer Data through the Software;

"**Output**" means the data, text, or content generated by or actions taken by the AI Functionality in response to Input; and

"**Third-Party Provider**" means a sub-processor engaged by Gearset to provide the large language models or other technology powering the AI Functionality.

##### **2** Scope of Application

- 2.1 All the provisions in these AI Functionality Terms apply to both Data Products and Metadata Products, except as expressly clarified herein.

##### **3** Customer Data

- 3.1 **Ownership.** As between the Parties, Customer retains all right, title, and interest in and to the Input and the Output. For the purposes of the Agreement, Input and Output shall be deemed Customer Data.
- 3.2 **Usage of Customer Data.** Customer warrants that it has all necessary rights, licenses, and permissions to provide the Input to the AI Functionality. Gearset shall ensure that your Customer Data is protected at all times, in accordance with the terms of the Agreement.
- 3.3 **Disclosure to Third Parties.** By using the AI Functionality, Customer instructs Gearset to process Input and disclose such Input to Third-Party Providers solely as necessary to provide the AI Functionality which shall remain subject to the terms of Clause 7 (*Confidentiality*) of the Agreement.
- 3.4 **AI Hosting Region.** It is acknowledged and accepted that Gearset's AI Functionality is provided through Third-Party Provider(s), including but not limited to OpenAI and Amazon Web Services with data centres in the United

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States and as otherwise specified in the Documentation.

- 3.5 **Data Retention.** Gearset shall retain records of applicable Input and Output for a period of ninety (90) Calendar days (or, where available, such other shorter period as the Customer may define through the Software) from the day they are respectively provided or generated, provided that no Third-Party provider shall retain records of any such Input or Output.
- 3.6 **Third Party Results.** Third parties may submit information or materials to the AI Functionality that generate results that are identical or similar to Output ("Third-Party Results"), and Customer acknowledges it has no right, title or interest in or to any Third-Party Results.
- 3.7 **Training.** Gearset shall not use Customer Data to train or improve its artificial intelligence or machine learning models and does not permit Third-Party Providers to use Customer Data to train or improve their artificial intelligence or machine learning models. Gearset may use the Input and Output to understand the performance of the functionality and to improve our Services.

### 4 Personal Data

- 4.1 **Applicability.** The provisions of this clause 3 (*Personal Data*) shall only apply to the use of AI Functionality within a Data Product.
- 4.2 **Instructions.** Gearset and its Third-Party Providers shall process Personal Data contained within Input and Output as a processor (or sub-processor) in accordance with the DPA and where applicable the BAA. Customer warrants that it has obtained any necessary consents required for such processing.
- 4.3 **Data Privacy.** Where Customer uses Customer Data AI products, the types of Personal Data processed will correspond to those associated with the Services as described in the DPA.

### 5 Usage Restrictions

- 5.1 **Authorised Use.** Only Authorised Users are permitted to use the AI Functionality.
- 5.2 **Prohibited Activities.** Customer shall not use the AI Functionality:
- 5.2.1 to develop competing artificial intelligence products, services, or machine learning models;
  - 5.2.2 in violation of any applicable Third-Party Provider policies (including but not limited to (i) OpenAI's [Usage Policies](#) and [Sharing and Publication Policy](#), and to the extent Customer is considered a User as defined in (ii) Anthropic's [Usage Policy](#), (iii) Anthropic's [Supported Regions Policy](#), and (iv) Anthropic's [Service Specific Terms](#)) or any other policies as may be notified by Gearset, breach of which may be subject to clause 4.5 (*Suspension*) of the MSA;
  - 5.2.3 in breach of Gearset's AI Acceptable Use Policy (available [here](#)); or
  - 5.2.4 in a manner that violates applicable laws or third-party rights, or otherwise in breach of the terms of the Agreement (which for the purposes of this clause 4 use of the AI Functionality shall constitute a use of the Services).
- 5.3 **Usage.** Where the applicable Order Form specifies or references a Credits limit or other fair usage policy for the AI Functionality, the following terms shall apply:
- 5.3.1 the Customer's access to the AI Functionality is subject to a maximum monthly limit on total Credits used, as defined on the applicable Order Form. For the avoidance of doubt, any unused Credits do not rollover to the following month;
  - 5.3.2 the monthly limit per Authorised User mentioned above is multiplied by the number of Customer's Authorised Users for AI Functionality and applies on the team level (i.e. an Authorised User may be able to exceed the AI Functionality Credit limit, but any Credits they use in excess of the Authorised User's monthly Credits limit would count against their and all other Authorised Users' monthly limits);
  - 5.3.3 the Customer's current Credits usage will be visible through the Software. In the event such visibility is not currently available within the Software, Gearset shall notify Customer of their usage upon reasonable request;

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- 5.3.4 if the Customer's usage exceeds the applicable monthly Credits limit, Gearset will automatically suspend further access to the relevant AI Functionality for the remainder of that calendar month; and
- 5.3.5 notwithstanding clause 4.3.3 above, Gearset reserves the right (in its sole and absolute discretion, and on a case-by-case basis without establishing a precedent for future requests) to permit further usage beyond the defined limit. Any such permitted excess usage may be subject to additional fees as mutually agreed by the parties in writing.

### **6 Acknowledgement**

- 6.1 **AI Limitations.** Customer acknowledges that the AI Functionality uses emerging technology that may provide Output that is inaccurate, offensive, non-unique, or not designed to meet Customer's specific legal or compliance obligations. Any factual assertions in Output should not be relied upon without independently checking their accuracy, as they may be false, incomplete, misleading or not reflective of recent events or information. Customer further acknowledges that Output may contain content inconsistent with the views of Gearset or Third-Party Providers.
- 6.2 **Oversight and Notices.** Customer is solely responsible for its use of the Output and agrees to implement suitable human oversight. This includes independent fact-checking of factual assertions and independent review of any workflows or code generated by the AI Functionality. Customer is solely responsible for developing its own internal policies on the appropriate use of these technologies and training its Authorized Users on these policies and providing transparency and notices and obtaining all necessary consents required by applicable laws. Customer may not use the AI functionality to replace or substantially replace human decision making.
- 6.3 **No Reliance.** Customer agrees that it should not rely on any Output without independent verification. Gearset does not guarantee the generation of Output or that such Output will be error-free or uninterrupted.

### **7 Modifications and Liability**

- 7.1 **Changes to AI Functionality.** Gearset may modify, suspend, or discontinue the AI Functionality, these terms, or impose limits on its usage at any time unless otherwise provided for in the Agreement.
- 7.2 **Disclaimer.** THE AI FUNCTIONALITY IS PROVIDED "AS IS", AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION AS TO QUALITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE OR NON-INFRINGEMENT, OR ACCURACY OF THE OUTPUT) IN RESPECT OF THE SERVICES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.
- 7.3 **Limitation.** To the fullest extent permissible by law, Gearset shall not be liable for any claims arising from Customer's reliance on the Output, including any inaccuracies, biases, or errors contained therein.



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### **SCHEDULE 2 – BACK-UP AND ARCHIVING TERMS**

For the purposes of clause 11.3 (*Exclusion of Consequential and Related Damages*) of the MSA, the parties agree that the exclusion of liability for loss or corruption of data set out in item (iii) shall not apply with respect to any Customer Data backed up by Gearset as part of its backup solution, to the extent that such loss or corruption is caused by any act or omission of Gearset in breach of the terms of the Agreement.

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### SCHEDULE 3 – LOCATION SPECIFIC TERMS

#### European Union / European Economic Area – Data Act (Switching) Terms

These Data Act (Switching) Terms govern Switching Requests and Deletion Requests under Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data (the “**Data Act**”), and apply solely to the extent that (i) a Customer is domiciled in, or is otherwise subject to the applicable laws of, a Member State of the European Union or the European Economic Area (an “**EU Resident Customer**”), and (ii) the Services (or the relevant part of them) constitute a Data Processing Service as that term is defined in Chapter VI of the Data Act (“**In-Scope Services**”).

In the event of any conflict or inconsistency between these Location Specific Terms and the Agreement or the DPA, these terms shall prevail solely to the extent required to comply with the Data Act.

#### 1. Scope and Definitions

1.1. **Definitions.** In these Location Specific Terms, the following definitions apply:

“**Deletion Request**” means a written request by the Customer to erase its Customer Data from the In-Scope Services without Switching;

“**Destination Provider**” means a different provider of a Data Processing Service covering the same service type to which the Customer wishes to Switch;

“**Notice Period**” means the period of two (2) months commencing on Gearset’s receipt of a full and valid Switching Request or Deletion Request;

“**Switch**” or “**Switching**” means transitioning from the In-Scope Services to a Destination Provider or to the Customer’s own on-premises ICT infrastructure;

“**Transition Period**” means the period of thirty (30) calendar days commencing on expiry of the Notice Period, during which the Customer completes the export of its Customer Data; and

“**Data Processing Service**” has the meaning given to it in the Data Act.

For the purposes of these Location Specific Terms, Customer Data is deemed to include, at a minimum, all exportable data within the meaning of the Data Act.

1.2. **Exclusion.** These Location Specific Terms do not apply to any Services provided during the Evaluation Period, any Free Version, or any Pilot.

#### 2. Switching Process

2.1. **Requesting a Switch.** The Customer may, at any time during the Subscription Period, submit a written request to Gearset specifying whether it wishes to: (i) Switch to a Destination Provider; or (ii) port its Customer Data to its own on-premises ICT infrastructure (each a “**Switching Request**”).

2.2. **Timeline.** The Switching process begins when Gearset receives a full and valid Switching Request, from which the Notice Period runs. On expiry of the Notice Period, the Transition Period begins for the Customer to complete the export of its Customer Data. The Customer may extend the Transition Period once, by up to thirty (30) additional calendar days, by giving written notice to Gearset before the original Transition Period expires.

2.3. **Technical unfeasibility.** Where completion within the Transition Period is technically unfeasible, Gearset shall notify the Customer within fourteen (14) Working Days of receipt of the Switching Request, giving a reasonable explanation and proposing an alternative transition period, which shall not exceed seven (7) months from the date of the Switching Request.

2.4. **Gearset’s obligations.** Throughout the Switching process, Gearset shall: (i) make available appropriate application programming interfaces and such technical documentation as is reasonably necessary to enable the extraction and transfer of the Customer Data; (ii) provide reasonable assistance to the Customer; (iii) inform the Customer of any known risks to the continuity of the Services; and (iv) act with due care to maintain continued provision of the In-Scope Services and the level of security specified in the MSA during the Notice Period and the Transition Period.

2.5. **Customer’s obligations.** The Customer shall: (i) complete the export of its Customer Data within the Transition

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Period (as extended under clause 2.2 or 2.3); (ii) ensure that it has all rights, permissions and consents necessary to export the Customer Data; and (iii) promptly notify Gearset once the export has been completed successfully. The Customer is solely responsible for the import, implementation and compatibility of the Customer Data within its own systems or those of any Destination Provider, and Gearset shall have no liability arising from any use of the interfaces or documentation otherwise than in accordance with Gearset's instructions. Each party shall act in good faith to achieve successful completion of the Switching.

- 2.6. **Authorised third-parties.** The Customer may, by written authorisation to Gearset clearly identifying the relevant third-party, designate a third-party (including a Destination Provider) to receive its Customer Data. The Customer shall: (i) ensure that appropriate confidentiality obligations are in place with any such third-party; and (ii) remain responsible for the acts and omissions of that third party in respect of its Customer Data.
- 2.7. **Switching charges.** Gearset shall not impose any Switching charges on the Customer. For the avoidance of doubt, this clause 2.7 does not affect standard Subscription Fees or any early termination amounts payable under clause 3.1.

### 3. Termination and Deletion

- 3.1. **Termination.** The Subscription for the relevant In-Scope Services shall terminate automatically on the earlier of: (i) Gearset's receipt of the Customer's written confirmation of successful completion of the Switching (or, in the absence of such confirmation, expiry of the Transition Period or any alternative period agreed under clause 2.3); and (ii) in the case of a Deletion Request, expiry of the Notice Period. Such termination does not relieve the Customer of its obligation to pay all Subscription Fees due for the period up to termination, and any prepaid Subscription Fees for the remainder of the then-current Subscription Period shall be payable as an early termination amount. Gearset shall not charge any other fee or penalty in respect of such termination.
- 3.2. **Deletion.** Following the Transition Period, Gearset shall retain the Customer's Customer Data for a minimum of thirty (30) calendar days for retrieval purposes and shall thereafter permanently delete it, unless the Customer requests extended retention in writing. Where the Customer has submitted a Deletion Request, Gearset shall permanently delete the Customer's Customer Data at the end of the Notice Period, to the extent permitted by applicable law and in accordance with the MSA.
- 3.3. **Partial Switching.** Where the Customer continues to use or orders any other Services falling outside the scope of a Switching Request or Deletion Request, the MSA shall remain in full force and effect in respect of those Services, and deletion of the Customer Data shall, where applicable, be deferred until the MSA is terminated in full.

### 4. Liability and Indemnification

- 4.1. **Limitations.** Subject to clause 11.1 of the MSA, and consistent with clauses 9 and 11 of the MSA, Gearset shall not be responsible for: (i) the compatibility or functional equivalence of the Customer Data within any Destination Provider or on-premises environment; (ii) any implementation or transformation of the Customer Data in any destination system; or (iii) the acts or omissions of any third-party authorised by the Customer to receive its Customer Data.
- 4.2. **Customer responsibilities and liability.** The Customer is solely responsible for ensuring that it has all rights and permissions necessary in respect of the exportable Customer Data and the exercise of a Switching Request. To the fullest extent permitted by applicable law (and without limiting or excluding any liability that may not be limited or excluded under the Data Act or other applicable law), Gearset shall not be liable for any loss or damage arising out of or in connection with a Switching Request made by the Customer, including any loss or corruption of Customer Data, system downtime, or compatibility issues occurring during or as a result of the Switch, save to the extent such loss or damage is caused by Gearset's failure to comply with its obligations under these Data Act (Switching) Terms, the Agreement or the Data Act.