

BYOC Services Addendum for Talent Management Agents

This BYOC Services Addendum (“Addendum”) is a part of and subject to the terms and conditions of the Agreement to which it is attached and sets forth additional terms that apply only to the purchase of BYOC Services from Eightfold. In the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

1. **DEFINITIONS.** Unless otherwise defined herein, capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement. Additionally, the following definitions shall apply to this Addendum. To the extent there is a conflict between the definitions in this Addendum and the definitions in the Agreement or any other exhibit/rider, the definitions in this Addendum shall govern solely with respect to this Addendum.

“**BYOC Services**” means Eightfold’s “bring-your-own-cloud” services for which Eightfold provides support, monitoring and alerting services to Software hosted, operated and deployed by Customer in Customer’s own cloud environment. BYOC Services are Subscription Services.

“**Software**” means a software product, such as Digital Twin, for which we provide BYOC Services, as described in the applicable Sales Order.

2. **BYOC Services.**

- 2.1 **General.** Customer hereby enters into a subscription for the BYOC Services, as described in the applicable Sales Order. Customer acknowledges that the Subscription Services, as described in the applicable Sales Order, requires use of the BYOC Services and Customer is responsible for installing and hosting the Software in Customer’s own cloud environment, with sufficient access to allow Eightfold to manage, provision and monitor the Software.

- 2.2 **Responsibility for Deployment.** Customer acknowledges that the BYOC Services are implemented in a manner that divides the responsibility for the Software between Eightfold’s and Customer’s cloud environments, and that accordingly each party must undertake certain technical and organizational measures to protect the Software, the Services, and Customer’s data. Without limiting the foregoing, Customer acknowledges and agrees that (a) Eightfold does not host the cloud environment into which the Software is deployed and in which Customer’s data accessed by the Software may be stored; (b) Eightfold does not retain copies of Customer’s data solely processed by the Software; and (c) Eightfold does not provide backup services or assume disaster recovery obligations with respect to Customer’s data processed solely by the Software. Accordingly, and without limiting the foregoing, Eightfold is not responsible for any loss, destruction, alteration, or corruption of Customer’s data processed by BYOC Services, except to the extent caused by Eightfold’s gross negligence or willful misconduct.

- 2.3 **Customer Responsibilities.** Customer acknowledges and agrees that Customer is solely responsible for (a) the security of its credentials used to access the Software; (b) securing its cloud environment (with such steps to include without limitation the regular rotation of access keys and other industry standard steps to preclude unauthorized access) and implement and maintain administrative and technical safeguards and other security measures consistent with industry best practices; and (c) backing up and securing Customer’s data under Customer’s control within its cloud environment.

- 2.4 **Eightfold Responsibilities.** Eightfold acknowledges and agrees that, as between the parties and except to the extent caused by the action or intentional or negligent inaction of Customer or Customer’s Authorized Users, including without limitation any customizations or configurations of the Software by Customer or anything specified to be Customer’s responsibility, Eightfold is responsible for (a) the interoperability of the Software with Eightfold’s cloud environment; and (b) implementing reasonable technical and organizational measures designed to protect the security of Eightfold’s cloud environment and any Confidential Information of the Customer within Eightfold’s cloud environment. With respect to the Software, Eightfold shall not by itself, or through any third party, knowingly disrupt or introduce Malicious Code into Customer’s cloud environment.

3. **Ownership of Output.** As between Customer and Eightfold, Customer will retain ownership of Output. For the purposes of this Addendum, “**Output**” means the responses generated specifically for Customer as a result of using the Software, excluding Eightfold’s or its providers’ Intellectual Property, technology, data, software, insights, recommendations and Confidential Information. Customer acknowledges and agrees that due to the nature of the Software and artificial intelligence generally, Output may not be unique and the Software may generate the same or similar output for third parties. Responses that are requested by and generated for other users are not considered Customer’s Output.