



GfE Commercial Agreement Addendum

11/01/22

Commercial Agreement Addendum

This addendum to the Glean Commercial Agreement ("Addendum") shall become effective when signed by the Customer.

BETWEEN: Sonocent, LLC d/b/a Glean, a limited liability company with a business address of 4600 140th Ave North, Suite 180, Clearwater, Florida 33762, USA (the "Supplier")

AND: the undersigned customer (the "Customer") (each a "party" and together the "parties").

This Addendum shall amend the existing Glean Commercial Agreement entered into between the Supplier and the Customer ("Original Agreement") to allow for the addition of a new transcription feature made available to Glean for Education customers and their end users.

The following provisions shall be deemed inserted into the Original Agreement:

1. The following shall replace the existing drafting set out in paragraphs a) and b) of Background:

"a) The Supplier and its Affiliates have developed a software application referred to as "Glean," which it makes available via the internet for the purpose of allowing a customer's End Users to make recordings of inter alia, lectures, seminars and tutorials and to take notes in parallel with recorded content and to transcribe recorded content (the "Services"). For clarity, the Supplier also has other software applications that do not come under the terms of this Agreement and that are subject to separate contractual terms."

"b) The Customer wishes to use the Services in its education provision operation as a recording, note taking and transcription tool for purposes that may include, but not be limited to, offering a reasonable accommodation to person(s) with a disability within the meaning of, and subject to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and other laws that may be applicable to the Customer."

2. The following shall be added as a new definition into Section 1.1:

"o) Transcription Feature means the in-product tool that allows End Users to generate an electronic transcript of recorded content from their own Event."

The definition of Virus in the Original Agreement shall be re-lettered to p).

3. The following shall be added to Section 4:

"4.5 The Transcription Feature is made available to End Users of the Customer as part of an active Subscription."

"4.6 Use of the Transcription Feature is subject to fair usage. In accordance with Section 4.4, the Supplier reserves the right to suspend or terminate access to the Services in whole or in part (on an individual End User basis) if fair usage of the Transcription Feature is exceeded on a continued basis. Fair usage is determined at the Supplier's sole discretion. The Supplier will contact the Customer directly using the email address provided or confirmed by the Customer prior to suspending or terminating access to the Services in whole in order to provide the Customer with a reasonable opportunity to address the issue."

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM.

SUPPLIER: SONOCENT LLC

A handwritten signature in black ink, appearing to read "Dave Sankey".

NAME: Dave Sankey

TITLE: Vice President

DATE: 11 January 2022

CUSTOMER:

BY:

NAME:

TITLE:

DATE: