

Glean Service Agreement

Please read these terms carefully



This Service Agreement (Agreement) is a legal agreement between you (you) and Sonocent Limited trading as Glean of 4 The Boulevard, Leeds Dock, Leeds, West Yorkshire, LS10 1PZ, United Kingdom (us, or we) for our software application and platform, Glean, which we make available to you via the internet (the Services).

IT WILL BE UNDERSTOOD THAT YOU HAVE ACCEPTED THE TERMS OF THIS AGREEMENT BY CLICKING ACCEPT, ACCESSING, OR, USING THE SERVICES IN ANY WAY.

BROWSERS INFORMATION

The Services may be accessed through a web browser and the Glean Mobile Application. A list of compatible browsers can be found in our technical specification document at the following link: <https://glean.co/specification/>.

1) GRANT OF LICENCE AND DURATION

a) In return for you agreeing to comply with the terms of this Agreement we grant to you a non-exclusive, non-transferable licence to use the Services on the terms set out in this Agreement until any of the following occur: i) the term for which you purchased the Services ends (Term); or ii) you are no longer enrolled at the institution or employed at or engaged by the company (being an "Organisation")

through which you have been provided access to the Services, or the Organisation withdraws your access for any reason; or iii) if you are using the Services as a trial; when your trial period has ended; or
iv) the Agreement is terminated by us in accordance with Clause 12.

b) In the case of an Individual User the Term will be such subscription term as chosen by you or us (as the case may be) and in the case of access being provided by an Organisation the Term will be such Term as agreed with the Organisation stated at the point of purchase of the Services

c) The rights granted under this clause 2 are granted to you only.

2) SCOPE OF SERVICES

Individual User (including trial) a) If you have purchased the Services for your personal use or are using the Services for a trial period, you may access and use the Services on your personal devices in the manner described in this Agreement. You may only record on one device at a time. Please refer to our specification document for a list of supported devices <https://glean.co/specification/>.

b) You will need to create a Glean user account. You will provide your email address and optionally, your name. We suggest that you choose your password carefully and ensure that it is distinct from passwords you may use for other services. You shall always keep your password confidential and not share it with anyone. We shall have no liability to you (or anyone you share your account details with) in the event you disregard this.

Organisation Access a) You may only record on one device at a time. Please refer to our specification document regarding supported devices at <https://glean.co/specification/>.

b) You will need to create a Glean user account. You will provide your email address and optionally, your name, to your Organisation Glean Administrator, who will then invite you to use Glean. Once you receive this email, follow the steps to complete your Glean service account which will include creating a strong password. We suggest that you choose your password carefully and ensure that it is distinct from passwords you may use for other services. You shall always keep your password confidential and not share it with anyone. We shall have no liability to you (or anyone you share your account details with) in the event you disregard this. Your Glean user account sits under your Organisation's customer account.

3) AGREEMENT RESTRICTIONS

You agree that you will not: a) copy the Services, except where such copying is incidental to normal use of the Services;

b) rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Services nor permit the Services or any part of them to be combined with, or become incorporated in, any other programs;

c) disassemble, de-compile, reverse compile, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software;

d) access all or any part of the Services in order to build a product or service which competes with the Services;

e) use the Services to provide services to third parties; or

f) attempt to obtain or assist third parties in obtaining access to the Services other than as provided under this clause.

4) ACCEPTABLE USE RESTRICTIONS

You must: a) not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services;

b) not infringe our intellectual property rights or those of any third party in relation to your use of the Services;

c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Services;

d) not use the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

e) not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running the Services;

f) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and in the event of any such unauthorised access or use, promptly notify us; and

g) not introduce or permit the introduction of any virus or vulnerability into our network and information systems.

5) SERVICES

a) We shall provide the Services and make them available to you on and subject to the terms of this Agreement.

b) We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week except for the following instances where we will notify you if possible: i) planned maintenance; and ii) unscheduled maintenance performed outside normal business hours.

c) We will, as part of the Services, make available to you our in-product support services which comprises a self-serve help centre. You may also email support@glean.co.

Subsections d) and e) are applicable only to users on the following plans: Glean for Individuals; Glean Pay Monthly; Glean Evaluation Licence; Glean Free Trial; Glean for Education; Glean for DSA; Glean for ATW

d) We will, as part of the Services, make available to you our in-product tool that allows you to generate an electronic transcript of your recorded content ("Transcription Feature").

e) Use of the Transcription Feature is subject to fair usage. We reserve the right to suspend or terminate your access to the Services if fair usage is exceeded on a continued basis. Fair usage is determined at our sole discretion. We will contact you directly using the email address provided to us or confirmed by you if you are in breach of our fair usage policy.

6) YOUR DATA

a) You are responsible for the legality, reliability, integrity, accuracy and quality of all of the data inputted directly by you or by the Organisation providing you with access to the Services, into the Services (Your Data), that is not personal data. The ownership of Your Data prior to your use of the Services will not change once Your Data is held or inputted into the Services. For personal data, please see clause 6(c) below.

b) We shall follow our information security procedures for Your Data as set out in our Customer Data Security Policy available at <https://legal.sonocent.com/data-security-policy>. In the event of any loss or damage to Your Data, your sole and exclusive remedy against us shall be for us to use reasonable commercial endeavours to restore the lost or damaged Your Data . We shall not be responsible

for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted by us to perform services related to Your Data maintenance and back-up for which it shall remain fully liable under clause 11(b)).

c) We shall, in providing the Services, comply with our Privacy Policy relating to the privacy and security of Your Data, including personal data, available at <https://legal.glean.co/privacy-policy> as may be amended by us from time to time.

d) We will both comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

e) If you are using the Services through an Organisation, we will have entered into a separate agreement with them for the provision of the Services (Organisation Agreement). In the event they pass any of your personal data to us as part of such service provision, the Organisation Agreement contains the necessary data processing provisions for the safe and lawful passage of this personal data. Such personal data is limited to your name, surname and email address.

7) UPDATES TO THE SERVICES

a) From time to time we may automatically update the Services to improve performance, enhance functionality, reflect changes to the operating system, or address security issues.

8) OWNERSHIP – INTELLECTUAL PROPERTY

a) You acknowledge that all intellectual property rights in the Services throughout the world belong to us, that rights in the Services are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Services other than the right to use the Services in accordance with the terms of this Agreement.

b) Where we give to you access to images from the internet, we use a service called Bing provided by Microsoft. We only allow you to search those images which are classified as;

1. "Public domain": meaning that the image creator has waived their exclusive rights, to the fullest extent allowed by law.

2. "Free to share and use": meaning that you can share and use them. Changing or editing might not be allowed. Also, modifying, sharing and using them for commercial purposes might not be allowed.

We accept no responsibility or liability for use of the images by you. You must only use the images copied from Bing for education and study purposes and under no circumstances must you use the images for commercial purposes, as doing so may lead to allegations of use without the appropriate licence which will constitute copyright infringement. Glean excludes all liability in relation to claims or losses made against you for copyright infringement or related claims arising out of any use which is not in accordance with these terms, or those on the Bing website.

c) Where we provide the ability for you to insert images or text from the internet into the Services, we do so on the basis that the use is for education and study purposes only. Glean accepts no responsibility or liability for the use of those images by you. You shall indemnify Glean against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Glean arising out of or in connection with any claim made against Glean for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of images or text from any third party website.

9) OUR OBLIGATIONS

a) The Services will be performed substantially in accordance with <https://glean.co> and with reasonable skill and care.

b) Clause 9(a) shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alternation of the Services by any party other than us. If the Services do not conform in accordance with clause 9(a), we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative way of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of clause 9(a).

c) We: i) do not warrant that: (1) your use of the Services will be uninterrupted or error-free; or (2) the Services and or the information obtained by your use of the Services will meet your requirements; or (3) the Services will be free from vulnerabilities. ii) are not responsible for any delays, delivery failures, or any other

loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

d) You are responsible for the results obtained from your use of the Services and for the conclusions drawn from that use.

e) We have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under this Agreement.

10) CHARGES

a) If you have access to the Services through an Organisation, that Organisation will have paid for your access and no further action is required from you.

b) If you are an Individual User, you will pay the monthly subscription fees detailed on our website. We may occasionally increase the subscription fee and where we do so, we will provide you with at least 30 days' notice via email or in-app. You may cancel your subscription at any time by giving one month's notice. Any subscription cancellations made part way through a month will take effect on the monthly anniversary of your subscription renewal. Please refer to clause 12.1 for further information regarding the effects of termination. Save in exceptional circumstances, we will not make any refunds upon the cancellation of a subscription.

c) If we have not received payment within 7 days after the due date, and without prejudice to any other rights and remedies we may have: i) we may, without liability to you, immediately disable your account and access to all or part of the Services and we shall be under no obligation to provide any or all of the Services while any amounts or the invoice(s) concerned remain unpaid; and ii) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of our bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.

d) All amounts and fees stated or referred to in this Agreement are on our website and are exclusive of all relevant taxes, which will be added to our invoice(s) at the appropriate rate.

e) Data storage is subject to fair usage. We reserve the right to suspend or terminate your access to the Services if they exceed fair usage on a continued basis. Fair usage is determined at our sole discretion. We will contact you directly using the email address provided to us or confirmed by you if you are in breach of our fair usage policy.

11) OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

a) We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, however we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was made, both we and you knew it might happen.

b) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

c) We are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in relation to your use of the Products.

d) We are not responsible for events outside our control. If you are unable to use the Services or support for the Services is delayed by an event outside our control then we will notify you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

e) Check that the Services are suitable for you. The Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Services (as described on the App Store and on our website) meet your requirements.

12) TERMINATION

12.1. Termination By You

a) If you are using the Services on a trial basis, you may simply discontinue using them. Your account and access to the Services will be deactivated at the end of your trial period, in the manner set out below and you will be notified of the options available to you

b) If you are an Individual User with a paid subscription, you can terminate your subscription at any time through your account within the Services. Such termination will result in the deactivation of your account and access to the Services, in the manner set out in clause 10 and below.

c) You will retain edit-only access to the Services (“Edit-Only”) for a period of 7 days following termination (“Edit Period”). This means that you will be able to view and edit existing audio recordings and notes (“Events”) within the Services but you will not be able to create new Events, or, access Events shared with you by other users of the Services. You will be notified that your Edit Period is ending by way of an in-app message.

d) Account deactivation does not result in the deletion of all the data held in your account. All data held in your account will be securely stored for a reasonable period following account deactivation in line with our Data Retention Policy and can be accessed either, by reactivating your account, or, by requesting a downloadable copy of the data by emailing support@glean.co. Information on how to permanently delete the data held in your account can be found in the Glean Privacy Policy at <https://legal.glean.co/privacy-policy>.

e) If 12 months from the date you terminated your subscription you have not reactivated your account, your account will be marked for permanent deletion. We will contact you via email before your account is permanently deleted. Once your account has been permanently deleted, you will lose access to the data held in your account and you will not be able to regain access to the Services other than by creating a new account.

f) If you are an Organisation User: i) you can contact your Organisation Glean Administrator at any time and request that you be removed from the Organisation account. Contact details for your Organisation Glean Administrator can be found under your user profile in the Services; ii) information on how to permanently delete all the data held in your account can be found in the Glean Privacy Policy at <https://legal.glean.co/privacy-policy>.

12.2. Termination By Us

a) We may suspend or terminate your rights to use the Services at any time if you breach any of the terms in this Agreement in a serious way and we will contact you in such circumstances. If what you have done can be put right, we will give you a reasonable opportunity to do so. If you are an Organisation User, we will inform your Organisation Glean Administrator of our actions and the reasons for such action. The process detailed at clause 12.3 c) will be followed in the event our action results in the termination of your account.

b) The following provisions will apply to individual users only on termination by us:

- i) if we terminate your access to the Services, depending upon the reason, we will endeavour to give you advance notice by email. The email will provide details of what you should do to prepare for the termination of the Services and how you can access the data created through your use of the Services in the period after termination; and
- ii) your Individual User account will be marked for permanent deletion 12 months from the date your access was terminated by us.

12.3 Termination by your Organisation Glean Administrator (If you are accessing the Services through your Organisation)

a) Access to the Services for Organisation Users is controlled by the Organisation Glean Administrator. Your access to the Services may be terminated if: i) the Organisation account's trial period or the contract period ends; ii) an access expiry date set for you by the Organisation Glean Administrator is reached; or iii) the Organisation Glean Administrator chooses to remove your access without notice.

b) The following provisions will apply to Organisation Users on termination in the case of (i) or (ii) described in clause 12.3 a) only: i) we will tell you when your access to the Services is going to end by way of an email. This email will set out the options available to you and will provide you with the contact details of your Organisation Glean Administrator to enable you to discuss next steps.

c) The following provisions will apply to Organisation Users only on termination in the case of (i), (ii) and (iii) described in clauses 12.2 a) and 12.3.a): i) you will retain Edit-Only access for a minimum of 15 days. This means that you will be able to view and edit existing Events within the Services but you will not be able to create new Events or access Events shared with you by other users of the Services; ii) you will be notified of the change in your access to the Services by way of a persistent in-app message which will be displayed in the Services. This in-app message will confirm how long you will retain your current level of access to the Services during the Edit-Only period stated above, and the options available to you. These options will be (a) contact your Organisation Glean Administrator to request that your access to the Services be restored (contact details for your Organisation Glean Administrator can be found under your user profile within the Services); or (b) continue accessing the Services by switching to an Individual User account. In the case that neither of these options is selected, your account will be deactivated at the end of the Edit-Only access period; iii) you will be able to request a downloadable copy of the data held in your account for a reasonable period following termination by emailing support@glean.co; and iv) your Glean user account will be marked for permanent deletion 12 months from the date your access to the Services expires or was terminated by your Organisation Glean Administrator.

d) We reserve the right to amend the process detailed above in clause 12.3 c) in any way we deem appropriate if your termination is as a result of your breaching the terms of this Agreement as described in clause 12.2 a) and/or your access being removed by your Organisation Glean Administrator without notice as described in clause 12.3 a) iii).

13) SUPPORT AND COMMUNICATION WITH US

a) If you want to learn more about the Services or have any problems using them, please take a look at our support resources at <https://help.glean.co> or email us at support@glean.co.

b) If you wish to contact us in writing with a general query or feedback, you can send this to us by email at support@glean.co.

c) If you are dissatisfied with the Services please send us an email at support@glean.co to discuss your concerns with the customer service team. If sadly, this means you wish to cancel your subscription, you will need to follow the steps set out in clause 12 c). In exceptional circumstances, a refund or partial refund of subscription fees may be offered at Sonocent's sole discretion, as a gesture of goodwill.

d) If we have a need to contact you or give you notice in writing, we will do so by email to the address you provide or confirm to us.

14) CONFIDENTIALITY

a) We both agree to not disclose to any confidential information of the other party, except as permitted by Clause 14(b).

b) We may both disclose the other party's confidential information: i) to any relevant employees, officers, representatives or advisers who need to know such information for the purposes of exercising either of our rights or carrying out our obligations under or in connection with this Agreement. We shall both shall ensure that the relevant employees, officers, representatives or advisers to whom either of us discloses the other's confidential information comply with this Clause 14; and ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

c) Neither of us shall use any other's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

15) CHANGES TO THESE TERMS

We may need to change this Agreement to reflect changes in law, technology or best practice or to deal with additional features which we introduce. Any changes to this Agreement which we think will be important to you will be communicated via email, in all other cases we will communicate any changes via our website <https://glean.co>.

16) OTHER IMPORTANT TERMS

- a) We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.
- b) You may only transfer your rights or your obligations under this Agreement to another person if we agree in writing.
- c) This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- d) Each of the Clauses of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.
- e) If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- f) Which laws apply to this Agreement and where you may bring legal proceedings:
 - i) Users located outside the United States: this Agreement shall be governed by the laws of England and any dispute arising in relation to this Agreement shall be dealt with by the courts of England.
 - ii) Users located within the United States: this Agreement shall be construed and governed under and by the laws of the State of Illinois. You agree that exclusive venue for any legal action relating hereto shall be in Cook County, Illinois, United States, and jurisdiction shall be vested in the Circuit Court of the First Judicial Circuit in and for Cook County, Illinois, or the United States District Court for the Northern District of Illinois, as the case may be. You agree not to contest the venue set forth herein and to submit to, and not contest, the exercise of personal jurisdiction over them by any of the foregoing courts. You hereby waive all rights concerning the exercise of personal jurisdiction of them by the foregoing

courts and all claims of or concerning forum of non-conveniens in the forgoing forums.

17) OPEN SOURCE SOFTWARE

The Services utilise open source components in the source code which are detailed on our website: <https://legal.glean.co/third-party-code-licenses>.

Any queries or feedback regarding this document should be directed to legal@glean.co.

Last updated 15 August 2022.