

SkyVoice Services Artificial Intelligence Policy

This SkyVoice Artificial Intelligence (AI) Policy and Notifications document (this “**AI Policy**”) applies to all SkyVoice Services offered by Segra and contains important disclosures, notifications and disclaimers to which the entity purchasing any of the SkyVoice Services (“**Customer**”) and Customer’s Users will be subject. This AI Policy is intended to provide Customer and Customer’s Users with additional information regarding Segra’s AI functionalities within the SkyVoice Services, including guidelines for the use of such functionalities and the handling of Customer’s personal data and other confidential or sensitive data within the AI functionalities.

This AI Policy is issued pursuant to and incorporates by reference the terms and conditions of the Service Order (the “**Service Order**”) by and between Segra and Customer and serves as a supplement to the Segra Product Schedules published with respect to the SkyVoice Services. All capitalized terms in this AI Policy shall have the same meaning as set forth in the Service Order, unless defined herein.

By ordering the SkyVoice Services, Customer acknowledges and accepts this AI Policy and agrees to be bound by its terms. This AI Policy is effective immediately upon Customer’s initial use, order or purchase of the SkyVoice Services on or after the effective date hereof.

In the event of a conflict or inconsistency between the terms of the Service Order and the terms of this AI Policy, this AI Policy shall supersede and govern.

Definitions. For the purposes of this AI Policy, the following definitions apply:

“Account” means the account created with Segra that relates to Customer’s purchase or subscription to and use of SkyVoice Services by Customer and Customer’s Users.

“AI” means Artificial Intelligence, which is the development of computer systems able to perform tasks that have historically required human intelligence, such as visual perception, speech recognition, decision-making, interpretation, and translation between languages.

“Contact Center” means Segra’s SkyVoice Contact Center as a Service (“**CCaaS**”) offerings including SkyVoice Contact Center Pro and SkyVoice Contact Center Elite.

“Data” means all data submitted and/or generated by Customer’s Users in connection with the use of AI features and services, including all content, material, IP and similar addresses, call and meeting recordings, messages and account information and settings.

“Generative AI” is a type of AI that uses machine learning to generate new content in response to a user’s query, such as generating or reviewing/modifying computer code, writing essays or business communications, creating artwork, and analyzing large amounts of data. Examples of prominent Generative AI tools are ChatGPT by OpenAI, Microsoft CoPilot, Jasper, Google Gemini, Claude, and Dall-E.

“Third-Party Service” means any service or product offered by a party that is not Segra.

“Unified Communications” means Segra’s SkyVoice Unified Communications as a Service (“**UCaaS**”) offerings including SkyVoice Express, SkyVoice Essentials, and SkyVoice Pro.

“User” means any of Customer’s employees, consultants or independent contractors to whom Customer grants permission to access the SkyVoice Services.

1 Background; Use of Third-Party Solutions.

1.1 AI features offer the capability to perform numerous tasks more efficiently and accurately, such as analyzing data, creating content, making predictions and automating tasks. Because AI has such tremendous potential to enable greater efficiency and expanded insights into data and communications, Segra intends to continue developing and introducing new AI features and functionality to its SkyVoice Services to help Customer realize those benefits. However, AI is an extremely complex and rapidly evolving

area that presents numerous potential risks, limitations and restrictions related to issues such as confidentiality, privacy, intellectual property and reliability, to name just a few. The purpose of this AI Policy is to help Customer better understand those risks, limitations and restrictions so that Customer and Customer's Users can make informed decisions regarding Customer's use of Segra's AI features and functionality, including whether to use such features and functionality, how to use them and their outputs, who should have access to them, and what types of data to share with them. By activating and using Segra's AI features and functionality, Customer (a) agrees that Customer and Customer's Users shall use the AI features in a secure, responsible and confidential manner, in accordance with applicable law and regulations; (b) acknowledge that Customer has been advised of and accept the risks, limitations and restrictions associated with using AI, including without limitation those described in this AI Policy; and (c) agree that it is Customer's responsibility to advise Customer's Users regarding the risks, limitations and restrictions related to AI features described herein.

1.2 Many of the AI-related services, features and functionality offered by Segra are powered by third-party AI solutions. Segra attempts to identify and use leading third-party AI solutions, and Segra conducts thorough reviews of the security (of both the third-party AI tools themselves and the infrastructure used to host and deliver them) and performance of such solutions prior to selecting the third-party vendors to provide such services. In addition, Segra will use reasonable care to securely transmit to the third-party AI service providers the data that Customer's Users submit to the AI tools. However, Segra has no control over the quality or performance of such third-party AI solutions. Furthermore, the data that Customer's Users submit to the AI tools (along with the output generated by the applicable AI tool) will be stored, transmitted and processed by such third-party service providers (including without limitation providers of the AI solutions themselves and providers of data storage for such information), and Segra has no involvement in the processes or practices that such third-party vendors use when handling Customer's and Customer's Users' data. Segra therefore makes no assurances regarding, and disclaims all liability and responsibility regarding, (a) the quality, accuracy and/or performance of any such third-party AI solutions; and/or (b) the ability of the providers of such third-party AI solutions to adequately and successfully protect the privacy and/or confidentiality of any of Customer's data that Customer or Customer's Users provide to or receive from such AI solutions.

2 General Limitations of AI.

2.1 When using AI, Customer and Customer's Users should take into consideration a variety of disclaimers and limitations to help enhance the safety, accuracy and effectiveness of the output of AI technology. This is particularly relevant when using and relying upon content generated by Generative AI features. Examples include:

(a) Potential for Errors/Inaccuracy: AI systems are not always accurate and error-free. AI systems can make mistakes when processing and/or generating information, or the information they are accessing may not be correct. For example:

- 1) The source data that is accessed by an AI system is generally a fixed set of data as of a particular date. That source data may become outdated, and an AI system will generate incorrect output if it relies on any such outdated data when generating that output.
- 2) The source data that is accessed by an AI system may be incorrect. AI systems generally refer to data available on the Internet, some of which may be factually inaccurate. Reliance on any such inaccurate data will lead to errors in the output generated in reliance on that data.
- 3) Even if source data is current and accurate, AI systems may not process or interpret that data correctly, and the resulting output may therefore be misleading or incorrect.

(b) Security Risks: Like any computer system, AI systems can potentially be vulnerable to cyber-attacks. Users should be cautious when using AI tools and should avoid sharing sensitive information (such as confidential data or personally identifiable information) with AI systems, whenever possible. Examples of potentially confidential or sensitive information may include:

- 1) Proprietary source code or product diagrams;
- 2) Passwords;
- 3) Lists or documents containing customer or vendor information;
- 4) Financial data or pricing information;
- 5) Personally identifiable information (or PII), such as individuals' names, social security numbers, addresses, email addresses, phone numbers, or any other data that can uniquely identify an individual;
- 6) Credit card or bank account information;
- 7) Employee data;
- 8) Copies of business contracts; and
- 9) Security information

(c) **Bias Issues:** AI systems are trained on particular sets of data. That training data may be biased. As a result, the output from AI systems can be biased due to issues with the data on which they are trained. Users of AI should be aware of potential biases and take steps to mitigate them, such as by independently verifying statements or findings generated by AI tools.

(d) **Legal Compliance:** The legal and regulatory environment related to AI tools is constantly and rapidly changing. Governments around the world are considering legislation that would restrict or limit the ways that AI systems can function and can be used. In addition, the output of AI systems may potentially violate the intellectual property or other rights of third parties, such as by not properly identifying information that is owned (and whose use is restricted) by others and incorporating that information into its output. Users must always be aware of these risks and the importance of using AI systems and tools (and their output) in a legally compliant manner. When using a Generative AI tool to generate computer code, for example, it is recommended to perform a code scan on the generated code to identify security vulnerabilities and/or potentially problematic open source/third-party code before incorporating such code into a company's products.

(e) **Ethical Considerations:** AI systems may raise ethical concerns, such as potentially violating privacy laws or regulations or reflecting discriminatory or offensive content. Users should ensure that all output of an AI tool considers and evaluates the sensitivity and appropriateness of the underlying data and does not use or embody data in an unethical manner.

In general, users should approach AI with caution and be aware of its limitations and potential risks. It is crucial that users use AI responsibly, carefully review the output of any AI tool before using it, and take steps to ensure that such tools are used safely and appropriately.

2.2 Certain third-party AI tools are structured to use the content of customer communications to train their tools. However, Segra has designed its AI-related services, and its use of third-party AI services in connection therewith, with the intent of not using any of Customer's audio, video, chat, screen sharing, attachments or other communications using Segra's SkyVoice Services, without Customer's consent, to train Segra's or third-party artificial intelligence models.

3 AI Notifications Regarding Specific SkyVoice Services and Features.

3.1 **Unified Communications AI Assistant (Based on External Knowledge Sources).** Segra's SkyVoice Unified Communications AI Assistant ("UC AI Assistant") is a Generative AI-powered chatbot that enables users to converse with it through the chat function within Segra's Unified Communications service, and the chatbot accesses external knowledge sources (primarily Internet content as of a particular date) to develop responses to the queries it receives. All of the limitations and disclaimers associated with using AI apply to the UC AI Assistant. In addition:

(a) If Customer purchases Segra's SkyVoice Unified Communications Archiving ("UC Archiving") service, Customer and Customer's Users should be aware that (a) the UC Archiving service is configured to archive all communications between Customer's Users and the UC AI Assistant (just as the service archives all of Customer's Users' other chat communications), and (b) as a result, Customer's Account administrators will have the ability, by accessing the archive of Customer's chat communications, to view Customer's Users' interactions with the UC AI Assistant.

(b) The UC AI Assistant has contextual memory (i.e., the ability to access and reference previous communications between a User and the UC AI Assistant), but that memory is limited to a small number of previous communications (typically, the most recent three messages) and only for a limited period of time. If a User wishes to reset the UC AI Assistant's contextual memory, the User can do so by entering "/newchat" into the chat box with the UC AI Assistant.

(c) Users are able to send URLs or other forms of web links to the UC AI Assistant, and the UC AI Assistant may include URLs or web links in its output. Segra does not scan such URLs or web links for malicious code, inappropriate or illegal content, or any other harmful attributes, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms (collectively, "Harmful Content"). Segra expressly disclaims all liability with respect to any Harmful Content contained in any URL or web link shared by or with Customer's Users via the UC AI Assistant. Customer hereby releases and agrees to hold harmless Segra from and against any damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared by or with Customer's Users via the UC AI Assistant.

(d) Segra does not screen or filter the content of messages, links or attachments sent to or by the UC AI Assistant (whether for offensive or illegal content, viruses or otherwise), and Segra does not modify any User content sent to the UC AI Assistant. As with all SkyVoice Services, Customer assumes full responsibility and liability for the legal and compliant use of the UC AI Assistant

by Customer's Users. Segra expressly disclaims all liability with respect to any content, links or attachments included by Customer's Users or any third parties in a message to the UC AI Assistant or in any response or output generated by the UC AI Assistant.

3.2 Contact Center AI Assistant (Based on Internal Customer-Provided Knowledge Sources). Segra's SkyVoice Contact Center AI Assistant ("**CC AI Assistant**") is a Generative AI-powered chatbot that enables Contact Center users to converse with it through the Contact Center service, and the chatbot accesses internal knowledge sources (which are uploaded by Customer's Account administrators) to develop responses to the queries it receives. All of the limitations and disclaimers associated with using AI apply to the CC AI Assistant. In addition:

(a) Customer and Customer's Users should be aware that Customer's Account administrators will have the ability, as part of their content moderation and quality assurance processes within the tool that is used to build the CC AI Assistant, to view Customer's Users' interactions with the CC AI Assistant.

(b) The knowledge base of the CC AI Assistant (i.e., the database of knowledge from which the CC AI Assistant obtains information to answer the queries that it receives) is provided by the customer of the Contact Center service. Therefore, Customer, as the customer of the Contact Center service, are fully responsible for (i) the accuracy, completeness and appropriateness of all content provided to the CC AI Assistant for use in such knowledge base; (ii) regularly monitoring and reviewing such content to ensure that it remains current, correct and complete; and (iii) the accuracy and completeness of all responses generated by the CC AI Assistant. Segra expressly disclaims all liability with respect to the accuracy and completeness of all responses generated by the CC AI Assistant. Customer hereby releases and agrees to hold harmless Segra from and against any damages or liabilities of any kind related to inaccurate or incomplete responses generated by the CC AI Assistant.

(c) Users are able to send URLs or other forms of web links to the CC AI Assistant. In addition, knowledge base content that Customer provides to the CC AI Assistant may include URLs or web links, and therefore the CC AI Assistant may include URLs or web links in its output. Segra does not scan such URLs or web links for Harmful Content (as defined above). Segra expressly disclaims all liability with respect to any Harmful Content contained in any URL or web link shared by or with the CC AI Assistant. Customer hereby releases and agrees to hold harmless Segra from and against any damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared by or with the CC AI Assistant.

(d) Segra does not screen or filter the content of messages, links or attachments sent to or by the CC AI Assistant (whether for offensive or illegal content, viruses or otherwise), and Segra does not modify any User content sent to the CC AI Assistant. As with all SkyVoice Services, Customer assumes full responsibility and liability for the legal and compliant use of the CC AI Assistant by Customer's Users. Segra expressly disclaims all liability with respect to any content, links or attachments included by Customer's Users or any third parties in a message to the CC AI Assistant, any content uploaded by Customer (or on Customer's behalf) into the CC AI Assistant's knowledge base, or in any response or output generated by the CC AI Assistant.

(e) and Customer's Users should be aware that Customer's Account administrators will have the ability to grant access to themselves, as well as to supervisors and other coworkers, to view Users' interactions with the CC AI Assistant.

3.3 AI-Powered Call/Meeting Transcriptions. Segra offers an AI-powered transcription feature for voicemails and recordings of phone calls and online meetings. All of the limitations and disclaimers associated with using AI apply to the AI Call/Meeting transcription features. In addition:

(a) Any data that is submitted to the Generative AI tool by any participant in a transcribed call or meeting may be included in the transcription of that call and therefore may be accessible to the Generative AI tool as referenceable data for generating future work product for that particular customer.

(b) Customer and Customer's Users should be aware that Customer's Account administrators will have the ability to view, and the ability to allow supervisors and coworkers to view, any transcriptions of phone calls or online meetings.

3.4 Real-Time Contact Center AI Call Transcriptions and AI Insights. Segra offers a feature that provides agents with AI-powered, real-time transcription and customer insights for calls through Segra's Contact Center service. All of the limitations and disclaimers associated with using AI apply to the Real-Time Contact Center AI Call Transcription and AI Insights feature. In addition:

(a) Any data that is submitted by any participant in a transcribed call or meeting may be included in the transcription of that call and therefore may be accessible to the Generative AI tool as referenceable data for generating future work product for that particular customer.

(b) Customer and Customer's Users should be aware that Customer's Account administrators will have the ability to view (and allow supervisors and coworkers to view) the output of the Real-Time Contact Center AI Call Transcription and AI Insights feature.

(c) The Real-Time Contact Center AI Call Transcription and AI Insights feature is designed to operate in real time, which presents various risks and challenges with respect to the availability and performance of the feature. Any latency, connectivity or other issues that impact the User's ability to access the feature may result in the User experiencing delays in their ability to receive call transcriptions and/or insights, or in the User being unable to receive such transcriptions and/or insights at all. In addition, because the Generative AI tool operates with real-time timing, the feature's ability to apply contextual understanding to certain interactions may be limited, which may lead to inaccuracies in the output of the Real-Time Contact Center AI Call Transcription and AI Insights feature.

3.5 AI Call Summarizations and AI-Powered Redactions. Segra's AI Call Summarization is a Generative AI-powered tool that generates a high-level summary of a User's phone call over Segra's Contact Center service. Segra also offers an AI-powered redaction function that seeks to identify and redact sensitive information, such as social security numbers or bank account data, from transcriptions of phone calls through Segra's Contact Center service, which are used to create the call summaries described earlier in this paragraph. All of the limitations and disclaimers associated with using AI apply to the AI Call Summarization and redaction features. In addition:

(a) While Segra uses reasonable efforts to identify and extract/redact personal, sensitive or other confidential information from the call transcriptions, the AI-powered redaction tools may not successfully identify and redact all sensitive and/or confidential information that is included in a call transcription. As a result, sensitive and/or confidential information that is communicated during a call may potentially be included in transcriptions and summaries of that call and may therefore be visible to Account administrators, supervisors and coworkers that have access to such transcriptions and summaries. In addition, any such sensitive and/or confidential information, if it is not successfully redacted from a call transcription or summary, may be included in the database of information that is made available to the Generative AI tool for future use and reference by the particular customer. Any data that is submitted to the Generative AI tool by any participant in a summarized call or a transcribed call may potentially be included in a call summary or transcription and/or accessible to the Generative AI tool as referenceable data for generating future work product for that particular customer.

(b) Customer and Customer's Users should be aware that Customer's Account administrators will have the ability to view, and the ability to allow supervisors and coworkers to view, any summarizations of phone calls over Segra's Contact Center service.

3.6 AI Support Bot. Segra's AI Support Bot is an AI-powered bot that has access to Segra's support-related articles, instructions and frequently asked questions, enabling partners and end customers to more easily access self-service technical support information and obtain online support assistance. All of the limitations and disclaimers associated with using AI apply to the AI Support Bot. In addition:

(a) The AI Support Bot will be able to access multiple sources of Segra technical support information to identify the desired answer to a User's query. However, the data set to which the AI Support Bot has access, and that is used to train the AI Support Bot, must draw data from multiple different sources where the underlying content is posted. Because that data is dispersed in multiple locations (e.g., Knowledge Base articles will be stored in one location/system, and Frequently Asked Questions will be posted and stored in a separate location/system), instead of in one centralized location, the AI Support Bot may not be able to look to multiple different data repositories and successfully identify correct responses to a User's query.

(b) Segra will have access to review Users' interactions with the AI Support Bot (both queries and responses) in order to evaluate and help improve the accuracy and performance of the AI Support Bot.

4 Service Limitations and Disclaimers.

4.1 Service Limitations. The AI tools, features and functionality offered through or in connection with the SkyVoice Services are provided on an "as is" basis, and Segra makes no representation or warranty with respect to the availability, the effectiveness, the accuracy or any other aspect of the output or performance of such AI tools, features and functionality. Use of the AI tools, features and functionality is at Customer's sole risk. Notwithstanding anything to the contrary otherwise set forth herein, Customer hereby releases and agrees to hold harmless Segra from and against, and that Segra will have no liability whatsoever in connection with, any damages or liabilities of any kind arising out of:

(a) Any inaccuracies, errors, biases or offensive content contained or reflected in any output generated by an AI tool, feature or functionality, regardless of whether such inaccuracies, errors, biases or offensive content are the result of incorrect, outdated or biased source information, failures of the AI tool to properly process source information and generate correct output, or any other reason;

(b) Any security incident impacting Customer's data that results from a failure by any third party provider of AI-related services to adequately protect such data from unauthorized access, use, misappropriation or other conduct;

(c) Output from any AI services, features or functionality that (i) violates any applicable law or regulation; (ii) infringes on the intellectual property or other rights of any party; (iii) is subject to restrictive licensing provisions or other restrictions or limitations that could negatively impact any party that attempts to use such output;

(d) Any failure by a third-party provider of AI-related services to successfully segregate Customer's data from the data of other users of the provider's services; and

(e) Any failure of an AI tool to correctly identify and redact/remove sensitive or confidential information from a summary, transcript or any other work product that it generates.

Customer acknowledges and agrees that the limitation of Segra's liability is a material term to Segra and that it would not otherwise make the AI tools, features and functionality available without this limitation, and that Customer agrees these limitations are reasonable.

4.2 Limitation of Liability. Segra will not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the AI features and services or from mistakes, omissions, the AI features or services not meeting Customer's requirements or expectations, interruptions, errors, defects, or delays in operation or transmission, regardless of whether Segra has been advised of such damages or their possibility. Segra will not be liable for any harm that may be caused by the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The warranty restrictions and limitations set forth in this Schedule are in addition to the warranty restrictions and limitations provided for in the Service Order. Except as otherwise set forth in this Schedule, Customer agrees that the total liability of Segra and Customer's sole remedy for any claims shall be as set forth in the Service Order.

5 Fair Use Policy.

5.1 Segra may offer AI features or services that are described as including unlimited use. However, Segra reserves the right to review usage of any "unlimited" plans to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 5.2 below without notice to Customer. "Fair Use" means that the total usage of the applicable Service (whether measured in terms of queries, volume of content transmitted to or processed by such SkyVoice Service, or any other metric that reasonably reflects the cost incurred by Segra to deliver such SkyVoice Service) does not substantially exceed, in Segra's reasonable judgment, the average use of all other Segra customers as measured on a per user basis. Usage and associated charges for excess usage will be determined based solely upon Segra's collected usage information. Fair Use also prohibits any activities that result in excessive usage including, but not limited to, automated queries, continuous or extensive recording of calls or meetings, mass uploads of data, or any activity that disrupts the activities of Segra and/or other Segra customers.

5.2 If Customer's usage exceeds the limits for Customer's Account (if applicable) or otherwise exceeds Fair Use, Customer agrees that Segra may immediately, in its sole discretion, (a) charge Customer for such excess usage via Customer's automated payment account (or by invoice if Customer has been accepted into Segra's check paying program), (b) upgrade Customer to a plan or increase the limits on Customer's Account to address this excess usage, and/or (c) suspend Customer's Account or terminate Customer's Account upon notice to Customer. Upon any upgrade or increase on the limits of Customer's Account, Customer will be responsible for the new costs and fees.

6 Use of the AI Features and Services.

6.1 Business Use. Customer will use the AI features and services predominantly and primarily for Customer's own internal business, non-personal use. Customer will not allow any third party, including Customer's vendors and service providers, to access or use the AI features and services.

6.2 Restricted Activities. Customer will not use the AI features and services: (a) for activities that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (b) to transmit or knowingly to accept

any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (c) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the SkyVoice Services or violate the regulations, policies or procedures of such networks; (d) to harass or to interfere with another user's use and enjoyment of the SkyVoice Services; (e) to transcribe or otherwise process unlawfully recorded conversations or meetings in violation of applicable law; or (f) in a manner deemed by Segra to be inappropriate. Customer may not access the AI features and services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Segra's prior written consent. Customer may not access the AI features and services if Customer are a direct competitor of Segra, without Segra's prior written consent pursuant to a separate written agreement.

6.3 Call and Meeting Recording. Certain of the AI features and services involve the recording of the content of phone calls or online meetings and/or the processing of data from such recorded meetings. Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the Service Order, Customer agrees and acknowledges that Customer is solely responsible for complying with all applicable laws in any relevant jurisdiction when using call or meeting recording features. Segra expressly disclaims all liability with respect to Customer's recording of conversations. Customer hereby releases and agrees to hold harmless Segra from and against any damages or liabilities of any kind related to the recording of any conversations or meetings using, or the processing of any such recordings by, the AI features or services.

6.4 Segra's Right to Remove or Modify AI Functionality. Segra may, in its sole discretion, change or discontinue any AI feature or service at any time, without notice, and does not represent or warrant the result of any such action. Segra may convert any AI feature or service to a paid service upon notice to Customer.