

EU AI ACT ADDENDUM

This EU AI Act Addendum (“**AI Addendum**”) forms a part of the Master Agreement (“**Agreement**”) between Provider and Customer and applies solely to the extent Customer’s access to or use of the Services is subject to Regulation (EU) 2024/1689 (the “**EU AI Act**”). All capitalized terms not defined in this AI Addendum will have the meaning given to them in other parts of the Agreement. For the purposes of this AI Addendum, “**AI features**” means the intelligent and automated features, including artificial intelligence functionality, of the Services, and “**AI Outputs**” means the outputs, recommendations, scores, and results produced by those features.

1. Role Identification

1.1 For the purposes of the EU AI Act and any successor or substantially equivalent AI legislation enacted in jurisdictions where the Services are offered, Provider is the provider of the AI features incorporated into the Services, having developed those AI features and placed the Services on the market under its own name. The Services incorporate one or more general-purpose AI models developed and supplied by third-party model providers, which Provider accesses through a third-party cloud infrastructure provider; Provider is not the provider of those underlying AI models.

1.2 Customer is a deployer of those AI features to the extent Customer uses the Services within the scope of the Agreement.

1.3 Each party acknowledges that this role allocation reflects the functional relationship between the Parties and agrees not to take any position inconsistent with it in any regulatory proceeding without prior written notice to the other Party. This role allocation reflects the definitions of “provider” and “deployer” under the EU AI Act. The Parties acknowledge that other applicable AI laws may define or allocate these roles differently, in which case the allocation under those laws shall govern for purposes of those laws.

2. Risk Classification

2.1 Based on the intended use of the Services—generating text, recommendations, and documents to support operational workflows, subject to human review, and not for consequential individual decisions—the Parties currently classify Provider’s AI features as limited-risk under the EU AI Act, subject to the transparency obligations under Article 50. This classification is based on the absence of Annex III high-risk use cases in the Services’ intended purpose. The Services do not perform, and are not intended to perform, biometric identification, biometric categorization, or emotion recognition.

2.2 This classification shall be revisited if Customer’s deployment context changes or if Provider introduces materially new AI capabilities. Where any AI feature is reclassified as high-risk, the related obligations apply from the dates set out in Article 113 of the EU AI Act as amended.

3. High-Risk Use Notification

3.1 Customer shall not use AI features in connection with any use case that may constitute high-risk AI under applicable law, including without limitation any use case listed in Annex III of the EU AI Act. Customer shall not use the AI features for any practice prohibited under Article 5 of the EU AI Act, including any real-time or post remote biometric identification, biometric categorization, or emotion recognition in publicly accessible spaces. Customer shall not modify the AI features, or use them in a manner, that would cause Customer to be deemed a provider under Article 25 of the EU AI Act.

3.2 Any use of the AI features in breach of this Section is at Customer’s sole responsibility. Provider may suspend the affected AI features, on reasonable notice where practicable, where it reasonably believes such use is occurring.

4. Provider Obligations

4.1 As provider of the AI features incorporated into the Services, Provider shall, to the extent required by applicable AI law:

- (a) maintain technical documentation sufficient to demonstrate that AI features meet applicable requirements under the EU AI Act;
- (b) design AI features with human oversight mechanisms that enable Customer and its users to

monitor, interpret, and where appropriate override or correct AI Outputs;

(c) provide Customer with reasonably sufficient instructions for use of AI features, including information about their intended purpose, performance characteristics, known limitations, and residual risks;

(d) implement post-market monitoring of AI features and take reasonable corrective action where Provider identifies material risks arising from their use in Customer's environment; and

(e) where any AI feature is intended to interact directly with natural persons, design it so that those persons are informed they are interacting with an AI system, and, where any AI feature generates synthetic audio, image, video, or text, mark its outputs as artificially generated, in each case to the extent and in the manner required by Article 50 of the EU AI Act.

5. Customer Obligations

5.1 As deployer of the AI features incorporated into the Services, Customer shall, to the extent required by applicable AI law:

(a) implement appropriate human oversight measures within its deployment context, including ensuring that personnel responsible for reviewing AI Outputs are trained to understand their nature and limitations, and have a sufficient level of AI literacy as required by Article 4 of the EU AI Act;

(b) not disable or circumvent the transparency features provided by Provider, and comply with any transparency obligations under Article 50 of the EU AI Act that apply to Customer in its capacity as deployer, including, where Customer publishes or further distributes AI Outputs, the disclosure obligations under Article 50(4);

(c) comply with applicable AI laws governing Customer's use of AI, including any sector-specific obligations applicable to Customer as an institution or operator; and

(d) promptly notify Provider of any incidents, regulatory complaints, or enforcement inquiries relating to AI features in Customer's environment that come to Customer's attention.

6. Regulatory Evolution

6.1 The Parties acknowledge that laws and regulations governing artificial intelligence are evolving rapidly, including in the European Union and in jurisdictions where Customer operates. Each party shall monitor developments in applicable AI regulation that materially affect its respective role and obligations and shall promptly notify the other party of any regulatory change that materially affects the allocation of obligations set forth in this AI Addendum.

6.2 The parties agree to negotiate in good faith any amendments to this Agreement necessary to maintain compliance with applicable AI law, provided that neither party shall be required to accept terms that materially increase its regulatory burden without reasonable adjustment to the commercial terms of this Agreement. Nothing in this Section limits either Party's obligation to comply with mandatory requirements of applicable AI law that cannot be varied by agreement.

7. Cooperation

7.1 Each party shall provide the other with reasonable cooperation, information, and access necessary to fulfill its respective compliance obligations under applicable AI law, including in connection with regulatory audits, investigations, or enforcement actions that implicate the other party's systems or operations. Neither party shall be required to disclose information subject to attorney-client privilege, work product protection, or binding confidentiality obligations owed to third parties.