

HOSTED AI INC.

END USER DATA PROCESSING & SUB-PROCESSOR DISCLOSURE ADDENDUM

Supplement to the hosted-ai End-User License Agreement (GPU Virtualization, v2.0)

Effective Date: July 20, 2026

CONFIDENTIAL

This document contains confidential and proprietary information of Hosted AI Inc.

1. Purpose and Relationship to Other Agreements

This End User Data Processing & Sub-Processor Disclosure Addendum ("Addendum") supplements the hosted-ai End-User License Agreement (the "EULA") between Hosted AI Inc. ("hosted-ai," "Vendor," "we," "us" or "our") and the End User ("You" or "Your"). It describes, transparently and specifically, what data (if any) hosted-ai's Software collects in connection with Your use of a GPU-as-a-Service offering operated by a Service Provider, and how that data is handled.

This Addendum does not replace or duplicate the Data Processing Agreement between hosted-ai and the Service Provider (the "MSA DPA," available at <https://hosted.ai/legal/dpa>), which governs hosted-ai's processing obligations to the Service Provider as required by applicable data protection law. Rather, this Addendum discloses to You, as the Service Provider's own customer, the nature of hosted-ai's limited role in that chain, so that You and the Service Provider can accurately characterize hosted-ai's function for your own compliance purposes (including any Service Provider records of processing, vendor risk assessments, or data protection impact assessments).

Capitalized terms not defined in this Addendum have the meanings given in the EULA or the MSA.

2. Definitions

"Personal Data" has the meaning given under applicable data protection law (including the EU/UK GDPR and the CCPA/CPRA), generally meaning information relating to an identified or identifiable natural person.

"Platform Telemetry" means the specific categories of data described in Section 3 below that hosted-ai's Software collects from the Service Provider's deployment: (a) system and infrastructure health metrics (for example, node status, error rates, scheduling-engine logs); and (b) aggregate GPU/vRAM allocation and utilization figures, reported at the Service Provider level across all of that Service Provider's End Users collectively.

"End User Data" has the meaning given in the EULA: any data, content, container images, datasets, model weights, or other material You submit, upload, or generate through Your use of the Software. For clarity, End User Data does not include Platform Telemetry.

"Air-Gapped Deployment" means a deployment of the Software operated by the Service Provider on infrastructure that has no network connectivity to hosted-ai or the public internet, or that the Service Provider has otherwise configured to prevent any outbound data transmission to hosted-ai.

"Site License" means a Site License for Air-Gapped Deployments issued by hosted-ai to the Service Provider under a specific Order, authorizing operation of the Software in an Air-Gapped Deployment with Platform Telemetry transmission fully disabled, as described in Section 4.

3. What Data hosted-ai Collects — and What It Does Not

3.1 No Access to End User Data

HOSTED-AI DOES NOT ACCESS, COLLECT, VIEW, STORE, OR OTHERWISE PROCESS YOUR END USER DATA. THIS INCLUDES YOUR WORKLOAD CONTENTS, DATASETS, CONTAINER IMAGE CONTENTS, MODEL WEIGHTS, INFERENCE OUTPUTS, OR ANY OTHER SUBSTANTIVE CONTENT OF YOUR GPU PAYLOADS. THE SOFTWARE'S

VIRTUALIZATION AND SCHEDULING FUNCTIONS OPERATE AT THE INFRASTRUCTURE LAYER AND DO NOT REQUIRE, AND ARE NOT DESIGNED TO PERMIT, INSPECTION OF WORKLOAD CONTENT.

3.2 Platform Telemetry Only

The only data that flows from the Software back to hosted-ai is Platform Telemetry, consisting of:

- system health data — infrastructure and scheduling-engine status, error logs, and similar operational signals, which are not intended to contain, and the Software is not designed to transmit, information identifying any specific End User, tenant, or workload; any incidental identifiers are handled in accordance with Section 3.3; and
- aggregate usage data — total vRAM allocated and utilized, reported as a sum across all of a given Service Provider's End Users collectively, and not broken out or attributable to any individual End User, account, or payload. This aggregation assumes a Service Provider serving multiple End Users; where a Service Provider serves a single End User or a small number of End Users, aggregate figures may be attributable to, or reasonably linkable to, an identifiable End User, in which case hosted-ai will treat those figures as Personal Data and apply Section 3.3.

Because in multi-tenant deployments Platform Telemetry is reported in aggregate at the Service Provider level and is not linked, or reasonably linkable, to an identifiable natural person, hosted-ai does not consider Platform Telemetry, as currently collected, to constitute Personal Data. hosted-ai does not collect End User account identifiers, contact information, IP addresses, or any other individually identifying information as part of Platform Telemetry.

3.3 If This Changes

If hosted-ai's Software is modified in a way that causes Platform Telemetry to include information reasonably identifiable to an individual End User or natural person, hosted-ai will treat such information as Personal Data and will process it as a sub-processor under, and subject to, the terms of the MSA DPA, extending the protections described in Section 6 of this Addendum. hosted-ai will notify the Service Provider of any such material change in accordance with Section 15.4 (Amendment) of the EULA.

4. Air-Gapped Deployments — Site License Option

hosted-ai offers a Site License for Air-Gapped Deployments for Service Providers that require the Software to operate on infrastructure fully disconnected from hosted-ai's network (for example, for government, defense, classified, or other regulated environments requiring air-gapped operation). This Section 4 describes the effect of that license on the data flows and obligations described elsewhere in this Addendum.

4.1 Eligibility and Activation

A Service Provider seeking to operate an Air-Gapped Deployment must obtain a Site License from hosted-ai under a specific Order (or Order amendment) referencing this Section 4. A Site License authorizes the Service Provider to activate an offline or capacity-bound licensing configuration supplied by hosted-ai for that purpose and to fully disable transmission of the Platform Telemetry described in Section 3.2 from that deployment. Absent an active Site License, the Software's default configuration continues to transmit Platform Telemetry as described in Section 3.

4.2 Full Telemetry Disablement

Once a Site License is active, the Service Provider may fully disable all transmission of Platform Telemetry — both system health data and aggregate usage data — from the Air-Gapped Deployment to hosted-ai. hosted-ai will have no visibility into system health, GPU/vRAM utilization, error logs, or any other operational data generated within that deployment. Because no data of any kind leaves an Air-Gapped Deployment operated under an active Site License, the Role Characterization in Section 5 applies with even greater certainty in that context: hosted-ai has no data channel to, and does not act as a processor or sub-processor with respect to, that deployment.

4.3 Effect on Security Monitoring and Incident Notification

Where telemetry transmission has been disabled under a Site License, hosted-ai cannot perform the remote elements of the security measures described in Section 6, or detect incidents for purposes of the notification obligation in Section 7, because hosted-ai has no data channel through which to observe the Air-Gapped Deployment. The Service Provider assumes full responsibility for security monitoring, incident detection, and incident response within the Air-Gapped Deployment. hosted-ai's obligations under Section 7 apply only to incidents hosted-ai becomes aware of through other means (for example, a vulnerability disclosure affecting the Software generally, communicated to the Service Provider through the channel established under the MSA).

4.4 Effect on License Compliance Verification and Audit

Because the compliance-verification telemetry referenced in Section 3.3 of the EULA is unavailable for an Air-Gapped Deployment, license compliance for such a deployment is instead verified through the mechanisms specified in the applicable Site License Order, which may include capacity-bound or node-locked license keys sized to the entitlements purchased, periodic self-certification by the Service Provider, and on-site or remote-assisted audit under Section 18 of the MSA (Audit Rights), conducted in a manner that does not require live telemetry transmission.

4.5 Re-enablement

The Service Provider may request that hosted-ai re-enable Platform Telemetry transmission for a previously Air-Gapped Deployment at any time by requesting the standard (non-air-gapped) licensing configuration. On activation of that configuration, the data flows described in Section 3 resume and this Section 4 ceases to apply to that deployment.

5. Role Characterization

Because hosted-ai does not process End User Data and Platform Telemetry does not constitute Personal Data as described above (subject to the single- and small-tenant qualification in Section 3.2), , hosted-ai does not act as Your processor or sub-processor with respect to Your Personal Data under this Addendum. hosted-ai's role as a data processor or sub-processor, to the extent applicable, runs to the Service Provider under the MSA DPA, and the Service Provider remains responsible for its own data protection obligations to You under Your Service Agreement, including identifying and disclosing its use of hosted-ai as a sub-processor where required by applicable law or by Your own agreement with the Service Provider.

This characterization is based on the data flows described in Section 3 as of the Effective Date. It is not a general warranty that no processing of Personal Data will ever occur; if the factual basis changes, Section 3.3 governs.

6. Security Measures

hosted-ai maintains commercially reasonable technical and organizational measures designed to protect the Software and Platform Telemetry against unauthorized access, disclosure, alteration, or destruction, consistent with industry practice for infrastructure software of this kind, including: logical isolation between tenants within the Container Orchestration Environment; access controls restricting hosted-ai personnel access to Platform Telemetry on a need-to-know basis; and encryption of Platform Telemetry in transit. These measures are consistent with, and do not expand beyond, the security commitments hosted-ai makes to the Service Provider under Section 12 (Information Security) of the MSA.

7. Security Incident Notification

hosted-ai will notify the Service Provider without undue delay of any confirmed security incident materially affecting the confidentiality, integrity, or availability of the Software or Platform Telemetry, consistent with Section 12 of the MSA. Because hosted-ai does not hold Your account or contact information directly, the Service Provider is responsible for determining whether and how to notify You, consistent with the Service Provider's own legal obligations and Your Service Agreement. Where an incident directly and specifically affects Your tenant environment (for example, a suspected breach of tenant isolation), Section 5 of the EULA (direct security contact at security@hosted.ai) applies.

8. hosted-ai's Own Sub-Processors

hosted-ai's own sub-processors (for example, underlying cloud infrastructure or monitoring vendors used to operate the Software) are disclosed to the Service Provider and governed under the MSA DPA, including any applicable notice-and-objection process for changes to that sub-processor list. Because hosted-ai does not process Your Personal Data directly, this Addendum does not separately list sub-processors to You; the current list is available from the Service Provider on request, or from hosted-ai at legal@hosted.ai.

9. International Data Transfers

To the extent Platform Telemetry is transferred internationally in connection with hosted-ai's operation of the Software, such transfers are governed by the mechanisms described in the MSA DPA (including Standard Contractual Clauses, the UK International Data Transfer Addendum, and Data Privacy Framework certification, as applicable). Because Platform Telemetry does not, as of the Effective Date, constitute Personal Data, these mechanisms are provided for transparency and as a forward-looking commitment rather than because a current transfer of Your Personal Data occurs.

10. Audit and Compliance Cooperation

hosted-ai's audit obligations run to the Service Provider under Section 18 of the MSA. hosted-ai does not undertake to provide direct audit rights to individual End Users, given the absence of direct processing of End

User Personal Data described above. Where You require evidence of hosted-ai's security or compliance posture for Your own vendor risk assessment (for example, a SOC 2 report or equivalent, where available), You may request this through the Service Provider, who may in turn request it from hosted-ai under the MSA.

11. Term

This Addendum takes effect on the Effective Date of the EULA and continues for as long as the EULA remains in effect. Sections 4 (Air-Gapped Deployments, to the extent an active Site License survives termination under the MSA), 5 (Role Characterization), 6 (Security Measures), 8 (Sub-Processors), and 9 (International Data Transfers) survive termination of the EULA to the extent hosted-ai continues to hold any Platform Telemetry relating to Your prior use.

12. Precedence and General Terms

This Addendum is incorporated into, and governed by the same governing law, jurisdiction, and general terms as, the EULA. In the event of any conflict between this Addendum and the EULA regarding data handling, this Addendum controls. In the event of any conflict between this Addendum and the MSA DPA regarding hosted-ai's obligations to the Service Provider, the MSA DPA controls as between hosted-ai and the Service Provider.

Questions regarding this Addendum may be directed to legal@hosted.ai.

Last updated: July 2026. This Addendum reflects hosted-ai's data flows as of the Effective Date and should be reviewed whenever telemetry collection practices change.