Artificial Intelligence Addendum

This Artificial Intelligence Addendum ("**AI Addendum**") sets forth the terms relating to the Company's use of artificial intelligence in connection with the Platform provided by FourKites to Company pursuant to the Agreement. In the event of any conflict or inconsistency between the terms and conditions of this AI Addendum and the terms and conditions of the Agreement, the terms and conditions of this AI Addendum will prevail. Capitalized terms not defined herein have the same meaning as in the Agreement.

1. Definitions

"**AI Documentation**" means the Documentation related to the FourKites AI System.

"**AI Laws**" means all laws relating to the development, deployment, use, and maintenance of AI Systems applicable to FourKites or Company, including but not limited to Regulation (EU) 2024/1689 ("**EU AI Act**").

"**AI literacy**" means skills, knowledge and understanding that allow Providers, Deployers and affected persons, taking into account their respective rights and obligations in the context of applicable AI Laws, to make an informed deployment of AI Systems, as well as to gain awareness about the opportunities and risks of AI and possible harm it can cause.

"**AI System**" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, generates novel content, responses, or outputs such as text, images, audio, or other creative works that can influence physical or virtual environments through content creation or generative capabilities.

"**AI System Input**" means data provided to or acquired by the FourKites AI System in connection with the Company's license and use of the AI System under the Agreement on the basis of which the AI System produces an AI System Output.

"**AI System Output**" means outputs produced by the FourKites AI System in connection with the Company's license and use of the AI System under the Agreement, on the basis of the AI System Input.

"**Company Input**" means all Company Data provided to or acquired by the FourKites AI System.

"**Company Output**" means all AI System Outputs that are delivered, displayed, or made accessible to Company through the Platform's user interface or ERP/TMS Integration identified in a SOW, excluding Aggregate Data and any data related to FourKites' other customers or business operations.

"**Deployer**" means a natural or legal person, public authority, agency or other body using an AI System under its authority except where the AI System is used in the course of a personal non-professional activity.

"**FourKites AI System**" means the AI System provided by FourKites to Company pursuant to the Agreement as more fully described in the applicable Order Form and AI Documentation.

"**FourKites Input**" means all AI System Input, excluding Company Input.

"**FourKites Output**" means all AI System Output, excluding Company Output.

"**general-purpose AI model**" means an AI model, including where such an AI model is trained with a large amount of data using self-supervision at scale, that displays significant generality and is capable of competently performing

a wide range of distinct tasks regardless of the way the model is placed on the market and that can be integrated into a variety of downstream systems or applications, except AI models that are used for research, development or prototyping activities before they are placed on the market.

"**High-risk AI System**" means an AI System classified as high-risk pursuant to the EU AI Act.

"**Intended Purpose**" means the use for which the FourKites AI System is intended by FourKites, including the specific context and conditions of use, as specified in the Order Form and Documentation.

"**Provider**" means a natural or legal person, public authority, agency or other body that develops an AI System or a general-purpose AI model or that has an AI system or a general-purpose AI model developed and places it on the market or puts the AI System into service under its own name or trademark, whether for payment or free of charge.

2. Scope; Compliance and Risk Classification

a. Scope. This AI Addendum applies only to Company's licenses of a FourKites AI System.

b. Role of the Parties. FourKites is the provider of the FourKites AI System and shall comply with AI Laws applicable to it as the Provider of the FourKites AI System. Company acknowledges that FourKites is not responsible for compliance with any AI Laws applicable to Company or Company's industry that is not generally applicable to FourKites in its provision of the AI System. Company is the Deployer of the FourKites AI System and shall comply with AI Laws applicable to it as the Deployer of the FourKites AI System.

c. Intended Purpose and Risk Classification. The FourKites AI System, when used in accordance with its Intended Purposes, is not classified as a High-risk AI System under applicable AI Laws and is not a general-purpose AI model. Company acknowledges and agrees it shall not (a) input any Prohibited Data into the FourKites AI System as this would not align with the Intended Purpose of the FourKites AI System or (b) use the FourKites AI System in a manner that would classify it as a High-risk AI System.

d. AI Literacy. Each party shall take measures to ensure, to their best extent, a sufficient level of AI literacy of their employees and other persons dealing with the operation and use of the FourKites AI System on their behalf, taking into account their technical knowledge, experience, education and training and the Intended Purpose of the FourKites AI System.

e. Assistance. FourKites shall provide reasonable assistance to Company to comply with AI Laws obligations applicable to Company as Deployer of the FourKites AI System.

f. Digital Workers. To the extent Company licenses any Digital Workers as part of the Platform under the Agreement, this subsection (f) shall apply. Digital Workers act solely on Company's behalf and under Company's direction. Digital Workers utilize novel and evolving AI technology that may not always produce completely accurate results; Company Authorized Users are responsible for reviewing and verifying outputs, recommendations and information generated by Digital Workers for accuracy and appropriateness. Company remains responsible for monitoring automated activities and taking timely corrective action as needed. FourKites configures Digital Workers in accordance with Company's instructions. Company is solely responsible for ensuring that its use and configuration of Digital Workers, including the communications channels, contact lists, and workflows it directs, complies with all applicable laws and regulations and that Company has obtained all authorizations required for Digital Workers to act on its behalf. To the extent a Digital Worker accesses a third-party platform using credentials provided by

Company, Company authorizes FourKites to use such credentials on Company's behalf to perform the automated services set forth in the SOW through the Digital Workers, including completing authentication.

3. Transparency and Documentation

The AI Documentation shall include the FourKites AI System's Intended Purpose. When the FourKites AI System generates synthetic audio, image, video or text content in the Platform, the Outputs are marked in a machine-readable format as artificially generated or manipulated where technically feasible.

4. Intellectual Property and Data Rights

a. Company Input and Company Output. As between Company and FourKites, Company is and will remain the sole and exclusive owner of all right, title, and interest in and to all Company Input and Company Output. FourKites may not use Company Input or Company Output except as permitted in the Agreement or this Addendum.

b. FourKites Input and FourKites Output. As between Company and FourKites, FourKites (and its suppliers), is and will remain the sole and exclusive owner of all right, title, and interest in and to all FourKites Input and FourKites Output.

5. Training AI Systems

a. AI System Training. Company agrees that FourKites may use Company Input and Company Output, including anonymized, pseudonymized, or aggregated Company Input or Company Output, to train, improve, and enhance the FourKites AI Systems.

b. Restrictions on Third-Party AI Training. Notwithstanding the foregoing, FourKites shall not, and shall not allow third parties to, use Company Input or Company Output to train, improve or enhance such third-party's AI System.

c. Training Data Quality. Training data sets are reasonably appropriate for the Intended Purpose of the FourKites AI System.

6. Risk Management

a. Risk Management. FourKites shall implement proportionate risk management measures appropriate to the risk level of the FourKites AI System, including:

i. Testing to ensure the system functions as intended;

ii. Reasonable measures to identify and address obvious operational risks; and

iii. Documentation of significant known limitations or risks.

FourKites shall notify Company, without undue delay, of any material issues, malfunctions, or safety concerns with respect to the FourKites AI System that come to its attention that materially impacts Company's use of the FourKites AI System, excluding a Security Incident which shall be governed by and subject to the DPA.

b. **Human Oversight.** The FourKites AI System has been designed to be effectively overseen by natural persons, proportionate to the risks associated with the FourKites AI System.

c. **System Monitoring.** FourKites shall maintain logs of the FourKites AI System sufficient to support troubleshooting and system monitoring.

7. **Security and Privacy**

a. **Security.** Security obligations related to the FourKites AI System shall be subject to the security requirements specified in the Agreement. Security-related obligations, breaches, and remedies are governed exclusively by the Agreement and are excluded from this AI Addendum.

b. **Privacy.** Any Company Personal Data processed by the FourKites AI System shall be subject to the DPA. Privacy-related obligations, breaches, and remedies are governed exclusively by the DPA and are excluded from this AI Addendum.

8. **Audit Rights.** Company acknowledges that FourKites is regularly audited against security standards by independent third-party auditors and/or internal auditors respectively. Upon written request, FourKites shall supply (on a confidential basis) a summary copy of its most current audit report(s) ("**Report**") to Company, so that Company can verify FourKites' compliance with this AI Addendum. If the Report does not, in Company's reasonable judgement, provide sufficient information to confirm FourKites' compliance with this AI Addendum, then FourKites shall also provide written responses (on a confidential basis) to all reasonable requests for information made by Company, including responses to AI System audit questionnaires that are necessary to confirm FourKites' compliance with this AI Addendum, provided that Company shall not exercise this right more than once per calendar year.

9. **Miscellaneous**

a. **Records.** FourKites shall retain Company Input and Company Output in accordance with FourKites' data retention standards. Company is solely responsible for exporting all Company Input and Company Output from the Platform required to satisfy its legal, regulatory, or operational obligations. FourKites will make Company Input and Company Output available for export during the Term but has no obligation to retain data beyond its standard policies following termination.

b. **Liability Limitation.** Each party's liability under this Addendum shall be subject to the limitation of liability provisions in the Agreement.

c. **Incorporation and Precedence.** This AI Addendum shall be deemed a part of and incorporated into the Agreement so that references in the Agreement to "Agreement" shall be interpreted to include this AI Addendum. Except for the changes made by this AI Addendum, the Agreement remains unchanged and in full force and effect. If there is any conflict or inconsistency among the Agreement and this AI Addendum, the provisions of the following documents (in order of precedence) shall prevail with respect to matters related to FourKites AI Systems: (a) the Order Form licensing the FourKites AI System to the Company (including company-specific FourKites AI System configuration requirements); then (b) this AI Addendum and then (c) the rest of the Agreement.