Tech Inc.
Managed AI Services Addendum

Thank you for trusting Tech Inc. ("Tech Inc.," "we," "us," or "our") to provide you with professional artificial intelligence services. This Managed AI Services Addendum (this "Addendum") supplements the Tech Inc. Master Services Agreement (the "Agreement") and governs all artificial intelligence-related services provided or facilitated by us, so please read this document carefully and keep a copy for your records. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement.

SCOPE

a. Context. This Addendum applies to any Services described in a Quote that involve artificial intelligence, machine learning, or generative technologies (collectively, "AI Services"), including but not limited to: AI readiness assessments; the deployment, configuration, licensing, or administration of AI tools such as Microsoft Copilot, Anthropic Claude, or similar platforms (collectively, "AI Tools"); AI-related training and enablement for your personnel; the development of AI usage policies and governance frameworks; custom AI workflows, prompts, agents, or automations; and ongoing AI advisory services.

i. **Artificial intelligence technologies are probabilistic by nature and may produce output that is inaccurate, incomplete, biased, outdated, or entirely fabricated, even when properly deployed and configured. Please read the "AI Outputs; No Warranty" section of this Addendum carefully before accepting a Quote for AI Services.**

b. Relationship to the Agreement. This Addendum is incorporated into and made a part of the Agreement. Except as expressly modified by this Addendum, all terms of the Agreement — including its payment terms, limitations of liability, indemnification obligations, confidentiality provisions, term and termination provisions, and arbitration provision — apply in full to all AI Services. In the event of a conflict between this Addendum and the Agreement with respect to AI Services, this Addendum will govern. The provisions of a Quote govern over conflicting or materially different terms contained in this Addendum.

AI TOOLS ARE THIRD PARTY SERVICES

a. Third Party AI Providers. AI Tools are developed, hosted, and operated by third parties (each a "Third Party AI Provider"), and all AI Tools constitute Third Party Services under the Agreement. **For this reason, we are not and cannot be responsible for any defect, act, omission, or failure of any AI Tool or any failure of any Third Party AI Provider.** AI Tools are provided on an "as is" basis only. Your use of any AI Tool is subject to the applicable Third Party AI Provider's End User Agreements, acceptable use policies, and data processing terms, and you agree to be bound by them in accordance with the "End User Agreements" provision of the Agreement.

b. Model and Service Changes. Third Party AI Providers regularly modify, update, deprecate, rename, re-price, and replace their AI models and services, often without advance notice and entirely outside of our control. Such changes may alter the behavior, quality, capabilities, availability, or cost of an AI Tool. We reserve the right to substitute a reasonably equivalent AI Tool or model in our discretion, and such changes and substitutions will not be deemed a material diminishment of the AI Services. Pass Through Increases (as described in the Agreement) apply to all AI Tool subscriptions, licenses, and usage-based fees.

AI OUTPUTS; NO WARRANTY

a. Probabilistic Output. Content, text, code, images, analyses, summaries, recommendations, and any other material generated by an AI Tool (collectively, "AI Outputs") are produced by statistical methods, not by human judgment. AI Outputs may be inaccurate, incomplete, out of date, biased, inconsistent, or fabricated (commonly called "hallucinations"), and may vary between identical requests. The occurrence of inaccurate AI Outputs is a known and expected characteristic of the technology and is not, by itself, an indication of any defect in the AI Services or any default by Tech Inc.

b. Human Review Required. You are solely responsible for reviewing, validating, and approving all AI Outputs before relying upon them, acting upon them, publishing them, or incorporating them into any business decision, communication, deliverable, or process. You agree that no AI Output will be treated as a statement, representation, recommendation, or work product of Tech Inc. Any damages, expenses, costs, claims, or causes of action arising from or related to your use of, or reliance upon, AI Outputs that you did not subject to reasonable human review shall be deemed caused by your acts or omissions for the purposes of the Agreement, including its limitation of liability provisions.

c. No Professional Advice. AI Outputs do not constitute legal, tax, accounting, financial, medical, or other professional advice, and shall not be construed as such, regardless of the subject matter of the output. You are responsible for obtaining advice from appropriately licensed professionals before relying on any AI Output that touches on regulated or professional subject matter.

d. No Warranty. We do not warrant or guarantee the accuracy, completeness, reliability, or fitness for any particular purpose of any AI Output, or that any AI Tool will produce results comparable to results observed in demonstrations, pilots, benchmarks, or marketing materials. Productivity gains, cost savings, and similar outcomes described in our marketing materials or discussed during the sales process are illustrative only, consistent with the "Merger" provision of the Agreement.

CLIENT DATA AND AI TOOLS

a. Data Submitted to AI Tools. In the course of using AI Tools, you and your personnel control what data, documents, prompts, and information are submitted to those tools ("Submitted Data"). Submitted Data may be processed, transmitted to, and stored on systems operated by Third Party AI Providers, in accordance with those providers' terms. It is your responsibility to ensure that you have all rights, consents, and permissions necessary to submit the Submitted Data for processing by AI Tools.

b. Regulated Data. If you are subject to responsibilities under any applicable privacy or data protection law (such as HIPAA), then, consistent with the "Disclosure" provision of the Agreement, you agree to identify to us any data or information subject to protection under that law before submitting such data to any AI Tool or requesting that we configure any AI Tool to access such data. If we are your business associate under HIPAA, AI Tools will be used with protected health information only as expressly agreed in writing and only where an appropriate Business Associate Agreement is in place with the applicable Third Party AI Provider.

c. Commercial Data Protections. Where available and as described in a Quote, we will endeavor to deploy AI Tools under commercial or enterprise terms that provide contractual data protections (for example, provider commitments that Submitted Data will not be used to train publicly available models). However, we do not control Third Party AI Providers, and **we do not warrant or guarantee any Third Party AI Provider's compliance with its own data handling commitments.**

d. Prohibited Inputs. Unless we expressly configure and approve a workflow for such purposes in writing, you agree that you and your personnel will not submit to any AI Tool: passwords, access credentials, or authentication secrets; full payment card numbers; government-issued identification numbers; or any data that you are contractually or legally prohibited from disclosing to third parties.

ACCEPTABLE USE; GOVERNANCE

a. Your Personnel. You are solely responsible for the manner in which your personnel, contractors, and representatives use AI Tools. Any AI usage policies, governance frameworks, or acceptable use guidelines that we prepare for you are recommendations; the adoption, communication, and enforcement of those policies within your organization is your responsibility.

b. Prohibited Uses. You agree that AI Tools and AI Services will not be used to: violate any applicable law or regulation; infringe or misappropriate the intellectual property or privacy rights of any person; generate content intended to deceive, defraud, harass, or harm any person; or circumvent the safety features, usage restrictions, or acceptable use policies of any Third Party AI Provider.

c. Unknown AI Tools. AI tools that are adopted, installed, connected, or used by your personnel without our knowledge and which are not expressly covered under a Quote ("Unknown AI Tools") are treated in the same manner as Unknown Devices under the Agreement. **We will not be responsible for the diagnosis or remediation of any issues, data exposure, or security incidents caused by or related to the use of Unknown AI Tools, and we will not be obligated to provide the AI Services with respect to any Unknown AI Tools.**

OWNERSHIP

a. Our Intellectual Property. Consistent with the "Ownership" section of the Agreement, we own all prompts, prompt libraries, agent configurations, workflows, automations, playbooks, training materials, and other works of authorship that we create while providing the AI Services, and any software configurations that we custom create or program for you are our proprietary information.

b. AI Outputs. As between you and us, and subject to the terms of the applicable Third Party AI Provider, AI Outputs generated for your business through your properly licensed use of the AI Tools are yours to use for your business purposes. We make no warranty or representation that any AI Output is original, protectable as intellectual property, or non-infringing of any third party's rights, and questions of ownership or protectability of AI-generated content remain subject to the applicable Third Party AI Provider's terms and to evolving law.

COMPLIANCE; EVOLVING LAW

a. Regulatory Landscape. Laws and regulations governing artificial intelligence — including, by way of example, the Colorado Artificial Intelligence Act and analogous federal, state, and industry-specific requirements — are new, evolving, and subject to change and interpretation. Consistent with the "Compliance; No Legal Advice" provision of the Agreement, the AI Services are not intended, and will not be used, to bring you into full regulatory compliance with any rule, regulation, or requirement applicable to your business, and nothing we provide in connection with the AI Services is legal advice. Any AI governance materials, policies, or recommendations provided to you are based on the status of applicable rules and laws in place at the time of delivery, and subsequent changes may render them obsolete.

b. Disclosure Obligations. Certain laws may require you to disclose your use of artificial intelligence to your customers, employees, or the public in specified circumstances. Determining whether and how such disclosure obligations apply to your business is your responsibility.

AI SECURITY

You understand and agree that the "Virtual Security" provision of the Agreement applies in full to the AI Services and AI Tools. In addition, artificial intelligence introduces novel and evolving security considerations — including, by way of example, prompt injection attacks, data leakage through model interactions, and the malicious use of AI to generate convincing phishing or impersonation content. No AI security paradigm is one hundred percent effective. **You are strongly advised to (i) educate your employees regarding the safe use of AI tools and the identification of AI-generated fraud, impersonation, and "deepfake" content, and (ii) confirm with your insurance carrier that your cyber liability coverage extends to AI-related incidents. Unless an AI-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**

FEES; TERM

a. Fees. Fees for AI Services are as stated in the applicable Quote and are subject to the "Fees; Payment" section of the Agreement. AI Tool subscriptions and licenses procured for you are Access Licenses under the Agreement: **regardless of the reason for termination of the AI Services, fees for AI-related Access Licenses are non-mitigatable and you are required to pay for all applicable Access Licenses in full for the entire term of those licenses.** Usage-based or consumption-based AI fees (such as per-token, per-query, or per-user metered charges) incurred through your use of the AI Tools are your responsibility and may be invoiced as incurred.

b. Term; Auto-Renewal. The term, renewal, and termination of AI Services are governed by the applicable Quote and the "Term; Termination" section of the Agreement, including its Auto-Renewal provisions for Managed Services.

LIMITATIONS OF LIABILITY

The "Limited Warranties; Limitations of Liability" section of the Agreement applies in full to the AI Services and is a bargained-for and material part of our business relationship with you. Without limiting the foregoing, under no circumstances shall Tech Inc. have any liability for any claims or causes of action arising from or related to: (i) AI Outputs, or your use of or reliance upon AI Outputs; (ii) the acts, omissions, service changes, or failures of any Third Party AI Provider; (iii) Unknown AI Tools; or (iv) Submitted Data that you or your personnel provided to any AI Tool in violation of this Addendum or applicable law.

Last Updated: August 19, 2026