

VALANT ARTIFICIAL INTELLIGENCE SERVICES ADDENDUM

This Valant Artificial Intelligence Services Addendum (“**Addendum**”) supplements and amends the Master Services Agreement by and between Valant Medical Solutions, Inc. (“**Valant**”) and Customer. This Addendum applies solely in the event AI Technology (as defined below) is included or otherwise embedded in the Valant System, Valant Application, Valant Content and any other services or deliverables provided by Valant (collectively, the “**Valant Offerings**”). This Addendum is incorporated by reference into the Agreement. In the event of any conflict between the terms and conditions set forth in the Agreement and this Addendum, the terms and conditions set forth in this Addendum shall control in respect of Valant Services that includes or otherwise incorporates artificial intelligence.

1. DEFINITIONS

- 1.1. “**AI Technology**” means any deep learning, machine learning, and other artificial intelligence (“AI”) technologies, including any and all (a) algorithms, software or systems that make use of or employ neural networks, statistical learning algorithms (including, linear and logistic regression, support vector machines, random forests, k-means clustering), or reinforcement learning, (b) AI embedded in any related hardware or equipment, and (c) any machine-based system that is designed to operate with varying levels of autonomy and that can, for explicit and implicit objectives, generate output such as predictions, recommendations, or decisions influencing physical or virtual environments.
- 1.2. “**Generative AI Model**” means a model made available in a Generative AI Technology that uses generative AI Technology (e.g., large language models, diffusion models, etc.) to generate Output.
- 1.3. “**Generative AI Technology**” means a subset of AI Technology that uses a Generative AI Model is able to produce content, including text, imagery, audio or synthetic data, in response to prompts by a user.
- 1.4. “**Global Predictive Model**” means a Predictive Model that is trained on data of multiple Valant customers.
- 1.5. “**Output**” means any output, documents, templates, messages, formats, images, videos, audio or other content developed by, or in part by, the AI Technology.
- 1.6. “**Predictive AI Technology**” means an AI Technology that uses a Predictive Model to provide predictive assistance (e.g., autocomplete recommendations, search results, etc.).
- 1.7. “**Predictive Model**” means a model that uses machine learning algorithms to predict events, behaviors, and patterns (e.g., autocomplete recommendations, search results, etc.).
- 1.8. “**Prompt**” means information, data, or other input submitted by or on behalf of Customer or a User to a Generative AI Technology for the purpose of requesting Output. Prompts exclude any information, data, or input that are part of the Generative AI Technology.
- 1.9. “**Training Data**” means all data used to train the Predictive Models (including the Global Predictive Model) and Generative AI Models.

2. VALANT OFFERINGS

- 2.1. Valant will identify in the applicable Order Form or Statement of Work all Valant Offerings that use, include or otherwise embed AI Technology.

- 2.2. Customer acknowledges that Valant and its licensors do not guarantee or warrant the accuracy or completeness of any Output, and are not liable for any damages resulting from or otherwise arising out of Customer's use of the AI Technology or related Output.
- 2.3. Customer shall be responsible for complying with all applicable laws and regulations regarding notifying its users that they may be interacting with artificial intelligence to the extent applicable.

3. RESPONSIBLE ARTIFICIAL INTELLIGENCE

Valant and its licensors are committed to the responsible development of AI Technology that is developed in a manner designed to mitigate unintended bias and discrimination against members of protected classes (consistent with all applicable laws, rules and regulations) in both, predictive assistance and Output, including, but not limited to, by implementing a risk management framework that reflects established principles of trustworthy artificial intelligence.

4. DATA

- 4.1. Valant will not use Customer data to train any artificial intelligence models including, without limitation, Generative AI Models and/or Predictive Models, without Customer's prior written consent.

5. DATA PROTECTION AND PROCESSING

Valant's rights and obligations in the Agreement with respect to the protection of Customer data will apply to the AI Technology.

6. LEGAL AND REGULATORY REQUESTS

- 6.1. To the extent required by laws and regulations applicable to the provision and use of the AI Technology, Customer may request, and Valant will provide information to assist Customer in responding to disclosures regarding the AI Technology, including with respect to the transparency and explainability of Generative AI Models and Predictive Models contained in the AI Technology provided by Valant pursuant to the Agreement and this Addendum.
- 6.2. Valant will provide the AI Technology in accordance with all laws and government regulations applicable to Valant's provision to its customers generally of the AI Technology.
- 6.3. Notwithstanding any language to the contrary, the disclaimers and limitations of liabilities set forth in the Agreement apply to Valant's Offerings that use, include or otherwise embed AI Technology.

7. CONTROLLING

- 7.1. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control in respect of its subject matter.

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