

AI Addendum

This Artificial Intelligence Addendum (“**Addendum**”) amends and forms part of the Master Services Agreement (“**Agreement**”) between NWN Corporation or the named affiliated that is party to the Agreement (collectively, “**NWN**”) and Customer. NWN and Customer are individually referred to as “**Party**” and collectively as the “**Parties**”. In the event of a conflict between the Agreement and this Addendum, this Addendum shall govern. All capitalized words and phrases not specifically defined in this Addendum shall have the same meaning given to those words and phrases in the Agreement. For avoidance of doubt, only the NWN affiliate entity that is party to the Agreement shall be responsible for the obligations herein and all other NWN affiliates shall not be jointly and severally liable for the rights and obligations of this Addendum described herein.

1. Definitions

1.1 “**Applicable Laws**” means all applicable international, federal, state, local laws and regulations governing NWN’s development and/or deployment of an AI System.

1.2 “**AI System**” means any engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments. An AI System is also one that is either developed or deployed by NWN as part of NWN’s delivery of the Services to Customer.

1.3 “**AI Features**” means any service, feature, or functionality made available by NWN under the Agreement that utilizes an AI System. AI Features include AI agents which can initiate, recommend, or perform actions, decisions, or generate Outputs with limited or no real time human intervention, including through the use of tools, integrations, workflows, or 4external systems, within the parameters configured by NWN or its third party partners.

1.4 “**AI Training**” means the process by which an artificial intelligence or machine-learning model’s internal parameters (including weights, biases, embeddings, or equivalent representational structures) are created, modified, fine-tuned, or updated through exposure to data for the purpose of permanently altering the model’s behavior or performance beyond the duration of a single inference or session. AI Training does NOT include the use of Customer Data solely for retrieval, search, ranking, summarization, or contextual augmentation where: the underlying model parameters are not modified, the data is supplied at inference time only, and no information from the data is retained by the model beyond the request or session.

1.5 “**Customer Data**” shall mean any and all information, content, material, or signals, whether in raw, processed, structured, unstructured, aggregated, anonymized, de-identified, synthetic, or derivative form, that are supplied to, ingested by, accessed through, generated, or otherwise made available by Customer in connection with the development or deployment of an AI System, including but not limited to Inputs and Outputs related to Customer’s use of the AI Features.

1.6 “**Input**” means questions, prompts, seed data, or other informational inputs which may include Customer Data as submitted by the Customer to NWN for processing.

1.7 “**Output**” means responses generated by AI Features and presented back to the Customer from the AI Features based on Input provided to the AI Features by Customer and which may contain Customer Data or other questions asked to AI Features as Input.

1.8 “**Services**” means the services offered under the Agreement and agreed to under an applicable Scope of Work or Quote that include AI Features.

1.9 “**Third-Party AI Models**” means the third-party models of AI Systems provided by third parties.

2. Rights to Inputs and Outputs

2.1 For the avoidance of doubt, any Output generated by the AI Features based on Customer's Input shall be deemed Customer Data. As between the Parties and subject to any terms of underlying Third-Party Models, Customer retains all right, title, and interest in and Inputs, and Outputs. Customer represents and warrants that it has all necessary rights, licenses, and permissions to provide Inputs to the AI Features and to use any Outputs generated. NWN shall have no obligation to store, maintain or return to Customer any Output generated by the AI Features based on Customer's Input.

2.2 Customer grants NWN a non-exclusive, worldwide, royalty-free license to use, reproduce, display, process, and otherwise utilize Inputs and Outputs solely as necessary to provide, maintain, support, and improve the Services, including the AI Features, and to comply with Applicable Law.

2.3 Except as expressly permitted in this Addendum or as otherwise agreed to in writing between the Parties, NWN or the Third-Party Models shall not use Customer Data for the AI Training of any AI Feature or AI System. Notwithstanding the foregoing, NWN or the Third-Party Models may use Customer Data for such AI Training or improvement solely to the extent required by the applicable terms of use or licensing conditions governing the Third-Party AI Models used as part of the Services, provided that such use is limited to what is strictly necessary to access or operate such model.

3. NWN Responsibilities

NWN agrees to comply with all Applicable Law as it relates to the development and deployment of its AI Features and shall only process Customer Data as a service provider, processor or licensee as required by applicable law and in accordance with its data processing agreement located at <https://nwn.ai/compliance/> or the Third Party AI Model conditions set forth at <https://nwn.ai/third-party-eula-tos-warranty/>. NWN shall make reasonable efforts to notify Customer as soon as it learns of any reason it may be unable to meet this obligation.

4. Customer Responsibilities

4.1 Customer is solely responsible for (i) developing Customer's own AI governance procedures regarding the appropriate use of AI Systems and training Customer's employees, subcontractors, agents and any other permitted users on such policies, (ii) providing transparency and obtaining all necessary consents relating to the use of AI Systems, AI Features, and as required by applicable laws, and (iii) implementing sufficient human oversight for the use of AI Systems to avoid discriminatory or unlawful behavior or impermissible automated decision-making.

4.2 Customer will not provide Input or attempt to generate Output through AI Features that consists of any sensitive or regulated information, including but not limited to: (i) Protected Health Information as defined by HIPAA or similar statutes, or health, genetic, biometric record data in general; (ii) government-issued identification numbers of any kind; or (iii) personal financial or bank account information. Customer may not use AI Features: (a) to develop competing products with the AI Features; (b) to mislead any person that Output was solely human generated; (c) to generate spam, fraudulent or inappropriate content for dissemination; or (d) in a manner that violates any technical documentation, usage guidelines, or parameters.

4.3 Customer agrees to comply with: (i) all Applicable Law as it relates to the use of AI Systems and (ii) NWN's Acceptable Use Policy located at <https://nwn.ai/compliance/>. Customer shall also immediately notify NWN in writing of any actual or suspected non-compliance with Applicable Laws as it relates to Customer's deployment of the AI Features.

5. Disclaimers

5.1 Customer acknowledges and agrees that:

- a) The AI Features rely on probabilistic models which may be experimental and may produce inaccurate, incomplete or duplicated content, biased, offensive, or otherwise unreliable results and are provided as is without any express or implied warranties.
- b) NWN does not warrant that any Output Data will be accurate, error-free, or fit for a particular purpose.
- c) Customer is solely responsible for reviewing, validating, and approving Outputs prior to its reliance or use.
- d) AI features are provided “as is” and “as available” and NWN does not make any representation or warranty as to the Output or the results that may be obtained from the use of the AI Features or the accuracy of any other information obtained through the AI Features. NWN disclaims all warranties including warranties of merchantability, noninfringement, and fitness for a particular purpose.
- e) Neither NWN nor its affiliates or their respective representatives will be liable under any legal or equitable theory for any claim (including third-party claims), damage, or loss and Customer will indemnify, defend and hold NWN harmless against any and all such claims arising from or relating to Customer’s use of AI Features. For the avoidance of doubt, the foregoing terms and conditions contained in this section are in addition to, and not in lieu of, the terms of the Agreement.

5.2 Customer acknowledges that AI Features are dependent on Third-Party AI Models and are subject to the terms, performance, and availability of such third-party providers set forth at <https://nwn.ai/third-party-eula-tos-warranty/>. To the extent of any conflicts between the terms of the Third-Party AI Models and those set forth herein, the Third-Party Model terms shall prevail. NWN disclaims liability arising from such Third-Party AI Models to the maximum extent permitted by law.

5.3 Outputs are provided for convenience and are not intended to be relied upon for any legal, financial or other professional advice, and nothing provided should be used as a substitute for independent, professional judgement.

5.4 Customer’s ability to opt-out of utilizing the AI System and AI Features is subject to NWN’s or the Third-Party Model offering a commercially available opt-out mechanism. NWN shall have no obligation to implement or honor any opt-out request that is not currently supported by NWN or the relevant Third-Party Model without custom development or modification.