

TRACKWISE® AI TERMS ADDENDUM

PLEASE READ ALL OF THE FOLLOWING TERMS CAREFULLY BEFORE PURCHASING AND/OR USING TRACKWISE AI (DEFINED BELOW) AND/OR RELATED SPARTA SERVICES. THIS TRACKWISE AI TERMS ADDENDUM (THIS “**ADDENDUM**”) IS A LEGAL AGREEMENT BETWEEN YOU (“**SUBSCRIBER**”) AND SPARTA SYSTEMS, INC. (“**SPARTA**”) THAT SETS OUT THE SUPPLEMENTAL TERMS AND CONDITIONS (THESE “**AI TERMS**”) APPLICABLE TO THE AI SYSTEM (DEFINED BELOW) MADE AVAILABLE BY SPARTA (“**TRACKWISE AI**”) AS IDENTIFIED IN AN ORDER FORM REFERENCING THIS ADDENDUM (“**ORDER FORM**”). BY SIGNING AN ORDER FORM WITH SPARTA THAT REFERENCES THIS ADDENDUM OR ACCESSING OR USING TRACKWISE AI AND/OR RELATED SPARTA SERVICES, SUBSCRIBER AGREES TO ALL OF THE TERMS OF THIS ADDENDUM. THE INDIVIDUAL ACTING ON BEHALF OF SUBSCRIBER REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS ADDENDUM ON BEHALF OF SUBSCRIBER. IF SUBSCRIBER DOES NOT AGREE TO THESE TERMS, DO NOT PURCHASE, ACCESS OR USE TRACKWISE AI AND/OR RELATED SPARTA SERVICES. **TRACKWISE AI MAY NOT BE ACCESSED OR USED BY A DIRECT COMPETITOR OF SPARTA, EXCEPT WITH SPARTA’S PRIOR WRITTEN CONSENT. THIS ADDENDUM WAS LAST UPDATED ON JANUARY 21, 2026 AND IS EFFECTIVE AS OF THE DATE OF THE ORDER FORM (“EFFECTIVE DATE”).**

These AI Terms supplement and form part of the Agreement. These AI Terms take precedence over other terms in the Agreement in relation to TrackWise AI. Capitalized terms used but not defined herein shall have the meaning given them in the Agreement or in Exhibit A, attached hereto and incorporated herein.

1. DEFINITIONS.

“**Agreement**” means the master agreement between Sparta and Subscriber referenced in the applicable Order Form such as the TrackWise Digital® Service Agreement, Co-Innovation Program Agreement, or TrackWise® Quality Applications Agreement.

“**AI System**” means a machine-based system designed to operate with varying levels of autonomy (including solving problems and performing tasks), that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the Input Data it receives, how to generate Outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. This includes features which incorporate artificial intelligence models or tools made available by Sparta to Subscriber.

“**Applicable AI Laws**” means applicable laws or regulations regarding the use of AI Systems, including but not limited to the European Union Artificial Intelligence Regulation (“**EU AI Act**”).

“**High Risk Use**” means any uses of TrackWise AI that could or does: (i) significantly and negatively impacts Sparta’s operations or reputation; (ii) significantly and negatively impacts intellectual property protections or data security or privacy; (iii) impact the work and lives of Subscriber’s employees, users, partners, clients, and members of the public; or (iv) present novel or significant legal, compliance, or enterprise risks. This would include high risk AI Systems, which pose significant risk of harm to people’s health, safety, or fundamental rights as defined under the EU AI Act.

“**Input Data**”, means any query, prompt, request or other information, data, content or material submitted by or on behalf of Subscriber to TrackWise AI for the purpose of generating an Output. Input Data is considered Subscriber Data.

“**Output**” means any data, text, content, sound, videos, software code, image, material, information, communication, and other outcome, action or result generated from use of TrackWise AI and returned to Subscriber or its Users based on the Input Data. Output is considered Subscriber Data.

“**Unacceptable Risk Use**” or “**Prohibited Use**” means any use of TrackWise AI that: (i) could have or actually has an effect on the access of an individual to employment or in a manner that could affect an individual’s rights under Applicable AI Laws; (ii) could lead or cause bias or discrimination; or (iii) lead to errors, omissions or other risks that have the potential to impact safety, fundamental rights of natural persons or affect the safety of tangible or physical property. This includes prohibited uses as defined under the EU AI Act.

2. OWNERSHIP AND RESTRICTIONS.

- 2.1. **Sparta.** Sparta and its Affiliates and licensors own and retain all right, title and interest, including all intellectual property rights (i) in and to TrackWise AI and all derivative works, modifications and improvements of TrackWise AI and (ii) know-how and information (excluding all Input Data) whether (a) developed by Sparta or its Affiliates by processing or analyzing Subscriber’s and Users’ use of TrackWise AI and/or Input Data or (b) generated via or derived from providing or supporting TrackWise AI. The operation and performance of TrackWise AI is Sparta’s Confidential Information. To the extent required by Applicable AI Laws, and upon Subscriber’s reasonable request, Sparta will provide summaries of the data used to train TrackWise AI.

- 2.2. Input Data and Outputs.** Subscriber retains all rights to Input Data and Outputs generated by TrackWise AI. Subscriber is solely responsible to ensure that all Outputs are checked and validated, that they are fit for Subscriber's purpose and that they are in compliance with Applicable Laws prior to their use. To the extent any Applicable Laws require certain disclaimers or disclosures, Subscriber agrees to comply with any such requirement in accordance with Subscriber's use of TrackWise AI. Further, due to the nature of an AI System, the Output may not be unique across users and TrackWise AI may generate or return the same or similar Output to other customers, Sparta or a third party. If Subscriber provides Sparta with written notice or otherwise decides that Subscriber no longer desires to use TrackWise AI, Sparta is not required to retain the Input Data or Outputs used or otherwise processed in connection with TrackWise AI.
- 2.3. Inventions.** All Intellectual Property and results of TrackWise AI, including software, models, designs, drawings, documents, inventions, and know-how ("**Inventions**"), conceived or developed in connection with the Agreement, including any Subscriber suggestions, comments, or feedback regarding TrackWise AI and Sparta software, hardware and services are the sole property of Sparta and Subscriber hereby assigns any rights it may have in such Inventions to Sparta. Subscriber has no right or license to Intellectual Property or Inventions provided by Sparta, except as granted in these AI Terms.
- 2.4. Use Restrictions.** Without Sparta's prior written consent, Subscriber will not (and will not authorize, encourage or cooperate with any third party to):
- 2.4.1.** Use any TrackWise AI or Outputs for a High Risk Use or Unacceptable Risk Use;
 - 2.4.2.** Use TrackWise AI to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision;
 - 2.4.3.** Distribute or use TrackWise AI in any manner except as provided under these AI Terms;
 - 2.4.4.** Make modifications to or otherwise create derivative works of or improvements to TrackWise AI; notwithstanding the foregoing, any such unauthorized works and any intellectual property rights therein, will be deemed to be the sole and exclusive property of Sparta;
 - 2.4.5.** Circumvent or interfere with the technical protections, security or operation of TrackWise AI;
 - 2.4.6.** Assert, or authorize, assist, or encourage any third party to assert, against Sparta or any Sparta Affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding TrackWise AI;
 - 2.4.7.** Copy, create, offer, train, or sell any competing AI System, product, service or offering with the same or similar functionality during the term of these AI Terms and the Agreement;
 - 2.4.8.** Access or use TrackWise AI in a manner that infringes another's intellectual property rights;
 - 2.4.9.** Engage in any conduct that may be detrimental to TrackWise AI or marketability thereof;
 - 2.4.10.** Use TrackWise AI or Outputs to generate content that violates or promotes violence, hate speech, or harassment; or insults or demeans a person; generates sexually explicit content or contravenes any regulatory safety policies;
 - 2.4.11.** Mislead any person that TrackWise AI or Outputs are solely human-generated;
 - 2.4.12.** Enter into any agreement which requires Subscriber to take any actions that are in conflict with the terms of these AI Terms;
 - 2.4.13.** Sublicense, distribute or otherwise make available any portion of TrackWise AI (including any functionality of TrackWise AI) to any third party;
 - 2.4.14.** Use or make any Output available to third parties without disclosing that the Output was generated using AI System.

3. THIRD PARTY SOFTWARE

Any third party software, services, or products used by Subscriber in connection with TrackWise AI are subject to their own terms, and Sparta is not responsible or liable for third party software, services or products.

4. WARRANTY DISCLAIMER

THE WARRANTY DISCLAIMERS IN THE AGREEMENT APPLY TO TRACKWISE AI AND FEATURES, INCLUDING ALL OUTPUTS. IN ADDITION, SPARTA IS NOT RESPONSIBLE OR LIABLE FOR SUBSCRIBER'S (OR SUBSCRIBER'S USERS') USE OF TRACKWISE AI, OR USE OR INTERPRETATION OF ANY RESULTS, OUTCOMES OR OUTPUTS. SPARTA MAKES NO WARRANTIES REGARDING THE RESULTS OBTAINED FROM USING TRACKWISE AI FEATURES OR THE ACCURACY OR SUITABILITY FOR SUBSCRIBER'S NEEDS OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, MATERIALS, DESIGNS, WORKFLOWS/PROCESSES, WORK INSTRUCTIONS, OR OTHER DATA) OBTAINED THROUGH TRACKWISE AI FEATURES, OR THAT TRACKWISE AI AND FEATURES WILL OPERATE IN CONJUNCTION WITH ANY OTHER PARTICULAR SOFTWARE OR EQUIPMENT. SUBSCRIBER UNDERSTANDS AND AGREES THAT ANY SUCH INFORMATION OBTAINED THROUGH USING TRACKWISE AI FEATURES IS AT SUBSCRIBER'S SOLE RISK. SUBSCRIBER MUST NOT RELY ON FACTUAL ASSERTIONS IN OUTPUTS WITHOUT INDEPENDENT FACT-CHECKING, AND SUBSCRIBER MUST NOT RELY ON DESIGNS, WORKFLOWS/PROCESSES, OR WORK INSTRUCTIONS IN OUTPUTS WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR SUBSCRIBER'S NEEDS. NO SUCH INFORMATION, SUGGESTIONS, OR OUTPUT, OBTAINED BY SUBSCRIBER FROM TRACKWISE AI OR THROUGH

TRACKWISE AI FEATURES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. FURTHER, SUBSCRIBER ACKNOWLEDGES THAT SPARTA HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF TRACKWISE AI AND FEATURES. NOTWITHSTANDING THE FOREGOING, SPARTA MAKES NO WARRANTY THAT TRACKWISE AI (OR THE INFORMATION OR OUTPUT PROVIDED BY TRACKWISE AI) WILL MEET SUBSCRIBER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE ACCURATE, COMPLETE OR ERROR FREE OR GENERATE ANY SPECIFIC OUTCOMES OR RESULTS.

5. SUBSCRIBER FEEDBACK

Subscriber may voluntarily provide comments, suggestions, enhancement or modification requests, recommendations, proposals, ideas, and other feedback relating to TrackWise AI or otherwise (collectively, "**Feedback**"). Subscriber hereby assigns to Sparta (and shall cause its employees, contractors, and agents to assign to Sparta) all right, title, and interest in, and Sparta is free to use, without any attribution or compensation to any party, any Feedback and intellectual property rights contained in the Feedback, for any purpose whatsoever, whether or not the Feedback was provided at Sparta's request. Sparta is not required to hold any Feedback in confidence, pay compensation for any Feedback, implement or use any Feedback, or respond to any Feedback.

6. INDEMNIFICATION

6.1. Subscriber Indemnification. Subscriber will, at Subscriber's expense and at Sparta's option, defend and indemnify Sparta and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by Sparta, arising out of any claim brought against Sparta by a third party: (a) alleging that Subscriber, its Affiliates, or any of its or their employees, agents or subcontractors, infringes such third party's copyright, patent, trademark or trade secret rights in providing any Input Data; (b) arising out of or relating to access or use of, or inability to access or use, TrackWise AI by Subscriber or its Affiliates or any of its or their respective employees, agents and subcontractors; (c) Subscriber's use of TrackWise AI for any High Risk Use or Unacceptable Risk Use; or (d) Subscriber's failure to comply with these AI Terms.

6.2. Sparta IP Indemnification. Sparta's indemnification obligations, to the extent provided in the Agreement, shall apply to TrackWise AI features, but shall not apply to the Outputs.

7. LIABILITY

SUBSCRIBER'S LIABILITY FOR BREACH OF SECTION 2.4 (USE RESTRICTIONS) AND FOR THE INDEMNITY IN SECTION 6.1 (SUBSCRIBER INDEMNIFICATION) ARE NOT SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT. SPARTA'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO TRACKWISE AI IS LIMITED TO ONLY DIRECT DAMAGES EQUALING THE TOTAL AMOUNTS PAID BY SUBSCRIBER FOR THE USE OF TRACKWISE AI IN THE PRECEEDING TWELVE MONTHS FROM THE DATE OF THE CLAIM.

EXHIBIT A

ADDITIONAL DEFINITIONS

“Action Suggestion” means a specific, concrete idea or recommendation for a course of action proposed for someone to consider and potentially implement, often to achieve better results or address a problem, moving beyond general advice to provide clear, implementable steps.

“AI-Enabled CAPA” means any CAPA that had at least one AI feature utilized including, but not limited to, Action Suggestion, EC Suggestion, or AI-enable EC.

“AI-Enabled EC” means AI-enabled edge computing that integrates artificial intelligence capabilities with edge computing infrastructure to enable faster decision-making and improved operational efficiency.

“Amazon Q” means AWS’s generative AI-powered assistant for accelerating software development and leveraging companies’ internal data in QuickSight.

“Author Pro Users” means Users of Compass with all the Author and Reader Pro capabilities plus the ability to use Amazon Q to build and refine visuals and create Q Topics and to build dashboards with natural language.

“Author Users” means Users of Compass with the capabilities to build, analyze, and share dashboards and reports; prepare and connect to data; use the Q&A capability of Amazon Q in Compass for natural language queries on Subscriber’s data.

“EC Suggestion” means edge computing suggestion that refers to the practice of leveraging data processing capabilities closer to the source of data generation rather than relying solely on centralized cloud or data centers.

“Generative BI” means the combination of generative AI with other business intelligence (BI) tools.

“IRM Objects” means multiple objects, including Complaint, Deviation, Out of Specification, Nonconformance, Audit Finding, and custom objects.

“Q Topics” means organized sets of data within Amazon Q in QuickSight, which serve as the context for the AI to answer natural language questions about business data.

“QuickSight” means Amazon QuickSight that is a cloud-based business intelligence (BI) service used to create interactive dashboards, perform data analysis, and generate reports, enabling organizations to visualize data, uncover insights with AI or machine learning, and make faster, data-driven decisions across any device, even embedding analytics into applications.

“Reader Pro Users” means Users of Compass with all the Reader capabilities plus Generative BI capabilities with Amazon Q in Compass including view executive dashboard summaries; build and share generative data stories; and perform advanced analysis with scenarios capability.

“Reader Users” means Users of Compass with the capabilities to explore interactive dashboards; receive pixel-perfect reports; download data; create personalized data alerts; use the Q&A capability of Amazon Q in Compass; and consume dashboards, reports, and shared generative data stories.

“Spice AI” means Spice AI, Inc.’s data and AI platform/engine that combines federated SQL query, hybrid search, and LLM inference in a portable, open-source runtime.