

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 APRIL 22, 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.

“**Agentic AI Service**” means the TrackWise AI solution that incorporates SFDC AI Service (defined in Exhibit B) to be used with TrackWise Digital®, subject to the terms and conditions in Exhibit B, attached hereto and incorporated herein.

“**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. Sparta agrees that TrackWise AI is not trained, improved, finetuned or updated based on the Input Data. 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, 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. NOTWITHSTANDING THE FOREGOING, SPARTA MAKES NO WARRANTY THAT TRACKWISE AI (OR THE INFORMATION OR OUTPUT PROVIDED BY TRACKWISE AI) WILL MEET SUBSCRIBER'S REQUIREMENTS, WILL

PERFORM CONTINUOUSLY OR OPERATE WITHOUT INTERRUPTION, BE ERROR FREE, TIMELY OR SECURE, OR GENERATE ANY SPECIFIC OUTCOMES OR RESULTS OR THAT OUTPUT WILL BE ACCURATE, UP-TO-DATE, COMPLETE OR FREE OF HARMFUL COMPONENTS, OR NOT LOST OR DAMAGED.

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, to the extent such Feedback does not contain or refer to Input Data or Outputs, 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 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.

8. GENERAL PROVISIONS

8.1 Survival. The following provisions shall survive any termination or expiration of this Addendum: Sections 1 (Definitions), 2 (Ownership and Restrictions), 3 (Third Party Software), 4 (Warranty Disclaimer), 5 (Subscriber Feedback), 6 (Indemnification), 7 (Liability), and 8 (General Provisions); Exhibit A (Additional Definitions); and, where applicable, the Exhibit B Sections set forth in Section 9.a. (Survival) of Exhibit B.

8.2 Compliance with Global Trade Laws. The Parties, as well as the TrackWise AI (including, but not limited to, Agentic AI Services and SFDC AI Service), Content, and other technology Sparta or its licensors (including Salesforce) make available may be subject to export and economic sanctions laws and regulations of the United States and other jurisdictions. Each Party represents that as of the Effective Date neither the Party, nor its Affiliates, is: (i) currently identified on any sanctions or export control list maintained by the U.S. government, including, but not limited to, the Specially Designated Nationals (“SDN”) List maintained by the Department of the Treasury, Office of Foreign Assets Control (“OFAC”) or the Denied Persons or Entity Lists maintained by the Department of Commerce, Bureau of Industry and Security (“BIS”) (collectively “Sanctioned Persons”); nor (ii) located, organized or ordinarily resident in a U.S.-embargoed country or territory (currently Cuba, Iran, North Korea, Sudan, Syria and the Crimea Region of Ukraine) (each, an “Embargoed Territory”).

8.3 Entire Agreement; Order of Precedence. This Addendum, combined with the Agreement, is the entire agreement between the Parties regarding TrackWise AI and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) this Addendum; (ii) the SFDC Terms of Use; (ii) the Agreement; and (iii) the applicable Order Form except to the extent the Order Form expressly supersedes a specified provision of the Agreement.

EXHIBIT A

ADDITIONAL DEFINITIONS

“Action Suggestion” means a recommendation for a course of action proposed for someone to consider and potentially implement, in the context of CAPA planning.

“AI-Enabled CAPA” means any CAPA (or standalone CAPA or custom record where CAPA Advisor functionality was configured) that had at least one AI feature utilized including, but not limited to, Action Suggestion, EC Suggestion, or AI-Enabled EC.

“AI-Enabled EC” means AI-enabled Effectiveness Check which is a feature leveraging artificial intelligence to identify potentially recurring issues (e.g., Complaints or Deviations).

“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 Effectiveness Check suggestion(s) generated by a CAPA Advisor product or functionality.

“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.

EXHIBIT B

AGENTIC AI SERVICES TERMS

This Exhibit B Agentic AI Services Terms (this “**Exhibit**”) amends and supplements the Agreement (as defined below). This Exhibit applies solely to the **Agentic AI Services** as further described below and modifies and supplements certain provisions of the Agreement solely with respect to the Agentic AI Services.

1. GENERAL

Except as otherwise set forth in this Exhibit, the terms of the Agreement shall apply to this Exhibit, and the term “TrackWise Digital” as used in the TrackWise Digital Service Agreement shall include Agentic AI Service and “TrackWise AI” as used in the TrackWise AI Terms Addendum shall include Agentic AI Service. In the event of a conflict between the terms of this Exhibit and the terms of the Agreement or the TrackWise AI Terms Addendum as they apply to Agentic AI Services, the terms of this Exhibit shall prevail.

2. DEFINITIONS

Capitalized terms used in this Exhibit have the meanings given to them below, or if not defined below, then the meanings given to them in the Agreement or the SFDC Terms of Use (the “**TOU**”).

- a. “**Agreement**” shall mean collectively, the TrackWise Digital Service Agreement and TrackWise AI Terms Addendum together with any Order Forms, exhibits, schedules and addenda.
- b. “**Complaint Record**” means either a Pharmaceutical Complaint Record or a Medical Device Complaint Record. It is considered a Complaint Object in TrackWise Digital.
- c. “**Flex Credits**” means Salesforce Flex Credits for Agentforce.
- d. “**Generative AI Model**” means a model made available by Salesforce in a SFDC Generative AI Service that uses generative artificial intelligence technology (e.g., large language models, diffusion models, etc.) to generate Output. “Generative AI Models” do not include Predictive Models.
- e. “**Global Predictive Model**” means a Predictive Model that is trained on data of multiple Salesforce customers.
- f. “**Inquiry Record**” means potential Complaint Record. It is considered an Inquiry Object in TrackWise Digital.
- g. “**Medical Device Complaint Record**” means a documented, mandatory file containing any written, electronic, or oral communication alleging deficiencies in a medical device’s identity, quality, durability, reliability, safety, effectiveness, or performance after release that manufacturers are required to maintain by regulatory bodies (e.g., FDA 21 CFR 820.198).
- h. “**Output**” means the content generated and returned to Subscriber or a User by a SFDC Generative AI Service based on Prompts (e.g. text, images, audio, video, and/or code created in response to User input).
- i. “**Pharmaceutical Complaint Record**” means a written record of all drug complaints, including product name, lot number, and investigation findings that manufacturers are required to maintain by regulatory bodies (e.g., FDA 21 CFR 211.198).
- j. “**Predictive Model**” means a model that uses machine learning algorithms to predict events, behaviors, and patterns (e.g., autocomplete recommendations, search results, etc.).
- k. “**Prompt**” means information, data, or other input submitted by or on behalf of Subscriber or a User to a SFDC Generative AI Service for the purpose of requesting Output. Prompts exclude any information, data, or input that are part of the SFDC Generative AI Service.
- l. “**Record**” means either a Complaint Record or Inquiry Record.
- m. “**SFDC AI Service**” means the Salesforce artificial intelligence (AI) services or features incorporated into the Agentic AI Service, such as SFDC Generative AI Services and SFDC Predictive AI Services. All references to “Services” in the TOU are deemed to mean “SFDC AI Service” for purposes of this Exhibit, except as otherwise provided herein. For the sake of clarity, SFDC AI Service must be hosted on Hyperforce (public cloud infrastructure as described in the SFDC Documentation), including those that may be migrated from Salesforce infrastructure to Hyperforce during the term of the Agreement. More information on the SFDC AI Service is available in the SFDC Documentation and applicable Order Forms.
- n. “**SFDC Documentation**” means “Documentation” as defined in the TOU and including the Product Terms Directory that is part of the SFDC Documentation.

- o. **“SFDC Generative AI Service”** means an SFDC AI Service that uses a Generative AI Model to generate Output, including any other information, data, or input owned or controlled by Salesforce and made available by Salesforce through or in connection with the SFDC AI Services (e.g. prompt templates as made available in the Agentic AI Services, prior to any use in a Prompt by Subscriber). “SFDC Generative AI Services” do not include SFDC Predictive AI Services.
- p. **“SFDC Predictive AI Service”** means an SFDC AI Service that uses a Predictive Model to provide predictive assistance (e.g., autocomplete recommendations, search results, etc.).
- q. **“Skill”** means an unit of automation such as transformation, classification, automated decision tree, translation, multiple Record analysis.

3. SPARTA RESPONSIBILITIES; WARRANTY DISCLAIMER

- a. **Sparta Responsibilities.** Sparta will provide the Agentic AI Services in accordance with laws and government regulations applicable to Sparta’s provision of the Agentic AI Services to its customers generally (i.e., laws and regulations that apply without regard for Subscriber’s particular use of the Agentic AI Services), and subject to Subscriber’s and Users’ use of the Agentic AI Services in accordance with the Agreement, the Documentation, the SFDC Documentation (including any product specific terms applicable to the SFDC AI Services), and the applicable Order Form.
- b. **DISCLAIMER.** WITH RESPECT TO SPARTA’S PROVISION OF THE AGENTIC AI SERVICES, SPARTA MAKES NO REPRESENTATION OR WARRANTY REGARDING COMPLIANCE WITH SPECIFIC LAWS OR GOVERNMENTAL REGULATIONS IN PROVIDING THE AGENTIC AI SERVICES, INCLUDING COMPLIANCE WITH DATA PROTECTION LAWS AND REGULATIONS AS SET FORTH IN THE DPA, TO THE EXTENT THE DOCUMENTATION (INCLUDING SFDC DOCUMENTATION) PROHIBITS SUBSCRIBER FROM SUBMITTING DATA SUBJECT TO SUCH LAWS OR REGULATIONS TO AN APPLICABLE AGENTIC AI SERVICE. BETA SERVICES ARE PROVIDED “AS IS” AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY OR AVAILABILITY COMMITMENT WHATSOEVER.

4. USE OF AGENTIC AI SERVICES AND CONTENT

- a. **Usage Limits.** Agentic AI Services and Content (as defined in the TOU) are subject to usage limits specified in Order Form, Documentation, or SFDC Documentation. If Subscriber exceeds a contractual usage limit, Sparta may work with Subscriber to seek to reduce the Subscriber’s usage so that it conforms to that limit. If, notwithstanding Sparta’s efforts, Subscriber is unable or unwilling to abide by a contractual usage limit, Subscriber will execute an Order Form for additional quantities of the applicable Agentic AI Service or Content promptly upon Sparta’s request, and/or pay any invoice for excess usage in accordance with the “Payments” section of the Agreement.
- b. **Flex Credits.** Flex Credits purchased from Sparta may only be used for any Agentic AI Service(s) subscribed by Sparta to Subscriber.
- c. **Future Functionality.** Subscriber agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Sparta regarding future functionality or features.
- d. **Integration with Non-SFDC Applications.** The Agentic AI Services may contain features designed to interoperate with Non-SFDC Applications (as defined in the TOU). Sparta cannot guarantee the continued availability of such Agentic AI Service features, and may cease providing them without entitling Subscriber to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding SFDC AI Service features in a manner acceptable to Salesforce.

5. PROPRIETARY RIGHTS AND LICENSES

- a. **Access to and Use of Content.** Sparta, its Affiliates, its licensors and Content providers reserve all of their respective right, title and interest in and to the Content, including all of their related intellectual property rights. No rights are granted to Subscriber hereunder other than as expressly set forth herein. None of Sparta’s obligations in the Agreement apply to Content, except as expressly set forth as applicable to Content in this Exhibit. CONTENT IS PROVIDED “AS IS,” “AS AVAILABLE” AND EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

6. CUSTOMER DATA

- a. Prompts and Output are “Customer Data” (as defined in the TOU) and the applicable Subscriber’s Confidential Information. Due to the nature of the SFDC Generative AI Services and artificial intelligence generally: (i) Output may be unpredictable and may include inaccurate or harmful responses, and, except as otherwise set forth in this Exhibit or the Agreement, as between Subscriber, Salesforce and Sparta (and its licensors), Subscriber assumes all responsibility for Output, including ensuring its accuracy, safety, and compliance with applicable laws and third-party acceptable use policies; and (ii) Prompts or Output may not be unique to a particular Subscriber. Nothing in this Exhibit prevents similar or identical prompts or output from being independently submitted to or generated by a Generative AI Model, in each case without using such Subscriber’s Customer Data. Subject to the limited licenses granted in the Agreement,

Salesforce and Sparta acquire no right, title or interest from Subscriber or its licensors under this Exhibit in or to any Prompts or Output. For purposes of clarification, Subscriber Data submitted to the Agentic AI Service is deemed to be Customer Data.

- b. Salesforce will not use, and will not allow any third party provider of Generative AI Models incorporated into the SFDC Generative AI Services to use, a Subscriber's Customer Data to train Generative AI Models unless such Subscriber provides affirmative opt-in consent. Sparta will not use Subscriber's Customer Data to train AI models.
- c. At any time during a subscription term, a Subscriber may opt-out of use of such Subscriber's Customer Data by Salesforce to train Global Predictive Models except for: (i) search functionality within the Services; and (ii) features that require the use of a Global Predictive Model as set forth in the SFDC Documentation; provided such opt out will not apply to such Subscriber's Customer Data used to train a Global Predictive Model before such Subscriber has opted out. After such Subscriber has opted-out, such Subscriber will continue to have access to the features of a SFDC AI Service unless otherwise described in the SFDC Documentation.
- d. If a Subscriber has disabled a feature of an SFDC AI Service in a specific Org, Salesforce will not re-enable such features for such Subscriber in such Org unless such Subscriber re-enables those features.

7. INDEMNIFICATION

In addition to the exclusion set forth in Section 11.1 (a) – (j) of the Agreement, Sparta has no liability or indemnity obligation to Subscriber if: (A) the allegation does not state with specificity that the Agentic AI Services are the basis of the Third-Party IP Claim against Subscriber; (B) a Third-Party IP Claim arises from Agentic AI Service under an applicable Order Form for which there is no charge; or (C) a Third-Party IP Claim arises from Content or a Non-SFDC Application.

8. SALESFORCE SPECIFIC TERMS

- a. **Responsible Artificial Intelligence.** Salesforce is committed to the responsible development of the SFDC AI Services. More information on Salesforce's responsible AI practices is available at <https://www.salesforce.com/company/responsible-ai-and-technology/>. Salesforce will use commercially reasonable efforts to mitigate harmful content in Output through: (i) developing Salesforce's Generative AI Models used to provide the SFDC Generative AI Services to Subscribers in a manner designed to mitigate such harmful content; and (ii) making available tools and guidance to assist Subscribers in safety testing and Output monitoring as set forth in the SFDC Documentation.
- b. **Legal and Regulatory Requests.**
 - (i) To the extent required by laws and regulations applicable to Salesforce's provision to a Subscriber of the SFDC AI Services, Sparta, on behalf of such Subscriber, may request, and Salesforce will use commercially reasonable efforts to provide, information to assist the Subscriber in responding to disclosures regarding the SFDC AI Services, including with respect to the transparency and explainability of Generative AI Models developed by Salesforce.
 - (ii) Salesforce will provide the SFDC AI Services in accordance with laws and government regulations applicable to Salesforce's provision to its customers generally of the SFDC AI Services (i.e., laws and regulations that apply without regard for a Subscriber's particular use of the SFDC AI Services), subject to Subscriber's and Users' use of the SFDC AI Services in accordance with this Exhibit, the SFDC Documentation, and the applicable Order Form.

9. GENERAL PROVISIONS

- a. **Survival.** The following provisions shall survive any termination or expiration of this Exhibit: Sections 1 (General), 2 (Definitions), 3.b. (Disclaimer), 4 (Use of Agentic AI Services and Content), 5 (Proprietary Rights and Licenses), 6 (Customer Data), 7 (Indemnification), 8.b. (Legal and Regulatory Requests), and 9 (General Provisions).
- b. **Entire Agreement; Order of Precedence.** This Exhibit, combined with the Agreement, is the entire agreement between the Parties regarding Agentic AI Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) this Exhibit; (ii) the TrackWise AI Terms Addendum; (iii) the TOU; (iv) the Agreement; and (v) the applicable Order Form except to the extent the Order Form expressly supersedes a specified provision of the Agreement. Subject to the modifications herein applicable solely to the Agentic AI Services, the Agreement remains in full force and effect. Titles and headings of sections of this Exhibit are for convenience only and shall not affect the construction of any provision of this Exhibit.