

## Artificial Intelligence Amendment

### 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. For the purpose of clarity, the AI Technology is deemed a component of the software and/or services provided to UPS and its Affiliates under the Agreement.

1.2 **“Generated Content”** means any output, documents, templates, messages, formats, images, videos, audio or other content developed by, or in part by, the AI Technology.

1.3 **“Generative AI Technology”** means a subset of AI Technology that is able to produce content, including text, imagery, audio or synthetic data, in response to prompts by a user.

1.4 **“UPS Indemnitees”** means UPS, its Affiliates, Authorized Users, and each of their respective officers, directors, employees, agents, successors, and assigns.

2. Disclosure. Vendor shall inform UPS in writing about the usage of any AI Technology, including AI Technology supplied by a third party, and shall disclose all information related to the AI Technology required for UPS and its Affiliates to meet their legal and regulatory obligations.

3. UPS Data. Vendor agrees that the UPS Training Data, all inputs and prompts provided by or on behalf of UPS or its Affiliates, and all Generated Content shall be deemed a component of the UPS Data and the UPS Confidential Information, and, as between Vendor and UPS, all rights, title and interest therein shall be owned by UPS.

4. Representations and Warranties. Vendor represents, warrants, and covenants to UPS and its Affiliates that:

4.1 Vendor has and will continue to implement a risk management framework that reflects established principles of trustworthy artificial intelligence, including the avoidance of harmful bias against members of protected classes, consistent with all applicable laws, rules and regulations;

4.2 Vendor will provide UPS and its Affiliates with information (including with respect to Vendor's risk management framework), provide software updates and take such other actions as may be required for UPS and its Affiliates to (a) comply with laws regulations applicable to UPS; (b) answer UPS's reasonable questions about the functionality of the AI Technology; and (c) implement or update UPS's own risk management program relating to the use of artificial intelligence;

4.3 Vendor has all necessary licenses, permits, consents and approvals to provide the AI Technology, including, without limitation, all rights or necessary licenses, permits, consents or approvals to use any third-party data used in the training, improvement, modifications, customizations or

development of the AI Technology, and any applicable algorithms or models used therewith;

4.4 Vendor, and its employees, agents, subcontractors and representatives shall provide the AI Technology in compliance with all applicable laws, rules and regulations, including, without limitation, current or future laws and regulations related to discriminatory bias and other laws and regulations applicable to AI Technology;

4.5 the AI Technology shall not create any Generated Content that incorporates or infringes upon any third-party intellectual property rights;

4.6 Vendor will not or permit any third party to use any UPS Data (including, without limitation, aggregated, de-identified or raw versions of the same) for purposes of training, modifying or developing any AI Technology; and

4.7 **[For professional services]** Unless otherwise agreed to by the parties in writing, Vendor has not, by his/herself, or engaged any third party on its behalf to have, used or relied upon any software utilizing AI Technology to develop, create, compose or edit any component of any deliverable or work product, and Vendor has confirmed that any applicable contributor to any such deliverable or work product has similarly not used or relied upon any software utilizing any AI Technology.

5. Indemnification. Notwithstanding anything to the contrary in the Agreement, Vendor shall indemnify, defend, and hold harmless UPS Indemnitees from and against any and all damages, judgments, awards, penalties, fines, costs, or expenses (including reasonable attorneys' fees) incurred by any such UPS Indemnitee resulting from any third-party claim, action, cause of action, demand, proceeding or lawsuit arising out of or in connection with a breach by Vendor of Sections 5.3, 5.4 or 5.5 of this Amendment (each, a "**Claim**"). Vendor shall defend and settle at its sole expense all Claims and may select counsel of its choice for the defense, subject to the approval of UPS. UPS or its Affiliate may participate in the defense of any Claims at its own expense.

6. Limitations of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT APPLY TO VENDOR'S INDEMNIFICATION OBLIGATIONS IN THIS AMENDMENT.

7. Miscellaneous. This Amendment, together with the Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Amendment and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Except as stated in this Amendment, any other license agreements, including click-wrap or shrink-wrap licenses, posted by or otherwise provided by Vendor shall be deemed void and shall have no effect. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Amendment delivered by electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.