



Artificial Intelligence Addendum

This Artificial Intelligence Addendum (“**AI Addendum**”) supplements the Agreement entered into by and between VelocityEHS Holdings, Inc. (“**VelocityEHS**”) and the entity indicated on the applicable Customer Order Form (“**Customer**”).

This AI Addendum was last updated on October 1, 2025.

1. DEFINITIONS

- 1.1 “**Artificial Intelligence**” or “**AI**” has the meaning set forth in 15 U.S.C. 9401(3): a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to (A) perceive real and virtual environments; (B) abstract such perceptions into models through analysis in an automated manner; and (C) use model inference to formulate options for information or action.
- 1.2 “**AI Outputs**” means all outputs and results (including content, predictions, recommendations, decisions, insights, and results) solely related to Customer Data rising out of any use of AI to process Customer Data, or any other Supplier Use of AI in connection with the Services or Deliverables. For the avoidance of doubt, in no event will the technology underlying the AI be deemed an AI Output.
- 1.3 Any terms not defined in this AI Addendum shall have the meaning set forth in the applicable Agreement or data processing addendum, or otherwise under applicable law.

2. VELOCITYEHS USE OF AI

The terms of this AI Addendum shall apply to any use by VelocityEHS of AI (including any third-party materials or intellectual property constituting or incorporating any AI) in connection with the Services or Deliverables, including Processing of Customer Data or Personal Data or any incorporation or integration of AI in the Services or Deliverables (“**VelocityEHS Use of AI**”). The terms of this AI Addendum contain additional terms and conditions relating to VelocityEHS’ Use of AI, which supplement (and shall not limit) applicable terms and conditions contained elsewhere in the Agreement. In the event of a conflict between the terms of this AI Addendum and any other provision of the Agreement, the terms of this AI Addendum shall control.

3. RESTRICTED USE OF AI

Except for VelocityEHS Use of AI as set forth in an applicable Customer Order Form, VelocityEHS shall not, without Customer’s prior written approval in each instance:

- A. Engage in any VelocityEHS Use of AI that involves any of the following: (i) the generation of non-authentic, invented, or automatically generated data that is not event generated in the real world or otherwise in connection with this Agreement; (ii) biometric identification or categorization; (iii) decision-making or analysis that is applied to individuals (e.g., employment-related or credit-related decisions); (iv) access to or automation of the control or operational functions of any appliance;



- B. Include any identifiable Customer Data, or any portion or attributes thereof, in any AI- related designs, databases, or models; or
- C. Use any identifiable Customer Data, or any portion or attributes thereof, to train, or otherwise enhance the capabilities of any AI (including AI designs, models, or tools) or in the development or enhancement of any AI (including AI designs, models, or tools). For avoidance of doubt, anonymized or aggregated (in a way where no Personal Data can be identified) Customer Data shall not be considered identifiable.

4. VELOCITYEHS DOCUMENTATION REGARDING THE USE OF AI

Upon Customer's written request, VelocityEHS shall provide Customer with documentation reasonably describing the specific AI involved, the purpose and function of the AI, risk assessments conducted for the AI, known potential risks for the use of the AI, mitigation procedures that VelocityEHS will establish and maintain for the use the AI, data used in the AI, data privacy and security impact assessments for use of the AI, audit and testing procedures, and other information reasonably requested by Customer.

5. AI OUTPUTS

- 5.1 Customer shall retain ownership of AI Outputs deriving from its use of the service to the degree that such AI Outputs are deemed to be Customer Data. However, in no event will Customer have any claim of intellectual property or other rights within the underlying AI technology.
- 5.2 The AI Outputs may not be used by VelocityEHS for any other purpose other than as necessary to perform the Services for Customer.

6. AI ADMINISTRATIVE USE BY VELOCITYEHS PERSONNEL

VelocityEHS may utilize third-party AI tools (e.g., ChatGPT or Microsoft Copilot) as part of its routine administration of its business operations. To the extent that such tools may be utilized, VelocityEHS will ensure that (i) information exchanged as part of such use will not be used by the third party to train its overall AI model ("**Enterprise Subscription**") and (ii) commercially appropriate safeguards are in place that are no less restrictive than the Technical and Organizational Measures described in Section 3 of VelocityEHS' Data Processing Addendum and that are designed to protect any Customer Data which may be exchanged.

7. AI FEATURES

VelocityEHS may use artificial intelligence technology to process Content in connection with the Service (the "**AI Features**"). Such features may include (i) features built into the software as part of a standard subscription or (ii) offered as an add-on service for additional purchase by Customer. To the extent that AI Features are part of this engagement, the relevant AI Features will be described in the applicable Customer Order Form. Notwithstanding any other provision of these Terms, VelocityEHS may use Content and Aggregated Data to train, retrain, tune, validate, modify, update, or otherwise improve the AI Features, the Service, or any other VelocityEHS product or services. VelocityEHS continually monitors, measures, and assesses the AI Features to maintain and improve their accuracy and reliability, but does not guarantee any specific level of accuracy or performance.



8. AI REPRESENTATIONS AND WARRANTIES; DISCLAIMER

- 8.1 **VelocityEHS Representations and Warranties.** VelocityEHS represents and warrants that (i) its policies and procedures around the use of AI is in compliance with Applicable Laws, including requirements for internal or external feedback regarding the AI Features, (ii) to the best of its knowledge, the AI technology is free from malicious code, and (iii) taking into account the nature and purpose of the processing, it has implemented commercially reasonable policies, controls, and safeguards designed to prevent unauthorized or unlawful use of Customer Data in connection with VelocityEHS's Use of AI.
- 8.2 **Customer Representations and Warranties.** Customer represents and warrants that (i) all personal data, confidential information, and other materials provided to the VelocityEHS for processing, including any data intended to be used in connection with AI systems, have been collected, used, and disclosed in compliance with all applicable data protection and privacy laws, (ii) it has provided all necessary notices, obtained all necessary consents, and holds all rights, licenses, and authorizations required to permit the Processor to process such data in accordance with this Agreement, and (iii) no such data infringes or misappropriates the rights of any third party, including intellectual property, privacy, and publicity rights.
- 8.3 **AI DISCLAIMER.** Customer acknowledges that the artificial intelligence functionality and any resulting AI Outputs are intended to assist users by providing informational insights and recommendations. VelocityEHS does not guarantee the accuracy, completeness, or suitability of any AI Outputs, which may be imprecise, incomplete, or reflect inherent limitations of machine learning and other predictive technologies. AI Outputs are not a substitute for Customer's own professional judgment, analysis, or validation and should not be relied upon as the sole basis for any decision or action. Customer remains solely responsible for verifying the accuracy and appropriateness of all AI Outputs for Customer's intended use and for all decisions made in reliance on such AI Outputs. VELOCITYEHS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE AI OUTPUTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VELOCITYEHS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE OF, OR RELIANCE ON, ANY AI OUTPUTS OR THE RESULTS DERIVED THEREFROM.