

AI Solution Addendum

This AI Solution Addendum (this “**AI Addendum**”) supplements the Vertex Customer Agreement, Vertex Master Agreement, or other agreement governing Customer’s use of Vertex Products and Services (the “**Agreement**”). This AI Addendum is entered into by the Vertex entity (“**Vertex**”) and the Customer entity (“**Customer**”) that are parties to the Agreement. Vertex’s and Customer’s respective remedies (including applicable limitations and exclusions) set forth in the Agreement apply to claims arising under this AI Addendum, unless otherwise specifically stated in this AI Addendum or Applicable AI Laws.

This AI Addendum governs Customer’s access to and use of AI Solutions made available by Vertex in connection with the Products and Services. It establishes commitments, responsibilities, and safeguards applicable to AI Solutions; the ownership and permitted use of Output; and Vertex’s obligations with respect to human review, data protection, and transparency.

AI technology, applicable laws, and industry practices are evolving rapidly. Vertex may update this Addendum to reflect changes in AI Solutions, applicable law, or industry practice. These updates may occur during the term of an Order and without notice to Customer unless the update materially impacts Customer’s use of AI Solutions. Current and archived versions of this Addendum will be published on the Vertex website and will be provided on request. However, no update to this Addendum will change Customer’s Order until it is renewed. If Customer’s Order is renewed, the Agreement is amended to include the then-current published version of this Addendum.

1. Definitions. Unless defined below, capitalized words and phrases used in this AI Addendum, including “**Customer Data**”; “**Data Processing Addendum**” or “**DPA**”; “**Documentation**”; “**Personal Data**”; “**Security Incident**”; and “**Vertex Property**” have the meanings given in the Vertex Customer Agreement.

1.1. “AI Solution” means any machine-based feature or capability made available to Customer by Vertex that uses artificial intelligence or machine-learning techniques to generate or inform Outputs. A Vertex Product or Service may contain or consist entirely of one or more AI Solutions.

1.2. “Applicable AI Laws” means any and all applicable national, federal, state, and local laws, statutes, rules, and regulations, as may be amended, supplemented, or modified from time to time, relating to or concerning the development, provision, or use of artificial intelligence systems, to which the applicable party is subject.

1.3. “Input” means any request, prompt, or data that is received by an AI Solution to obtain or generate an Output. Input may take the form of natural language statements, files, data, parameters, or other content, and may be made available by a user or by a machine.

1.4. “Output” means any result generated by an AI Solution, whether in response to an Input or through autonomous or scheduled processing. Output may take the form of automated actions or decisions; predictions, recommendations, or classifications; or other content.

1.5. “Vertex Knowledge Base” means Vertex Property that is available to the AI Solution for consideration in generating Output, together with the indexing, embeddings, vector stores, retrieval systems, and related mechanisms and structures used to make such Vertex Property available to an AI Solution. Vertex Knowledge Base may include database content, logic, regulatory summaries, compliance guidance, citations, and other applicable content.

2. Notice and Opt-In.

2.1. Vertex will identify AI Solutions by clear notice in Product or Service user interfaces and applicable Documentation.

2.2. Unless a Service or Product consists entirely of an AI Solution, Customer may elect not to use some or all AI Solutions that are available as part of Customer’s Product or Service subscription. Customer acknowledges that certain functionality may be limited or unavailable unless applicable AI Solutions are used.

- 3. Context and Output.** When generating Output, an AI Solution by design may consider information in addition to Input. This additional information may include Vertex Knowledge Base, as well as system configuration, feature-specific reference data, metadata, application state, retrieved content, or other information available to the AI Solution ("**Context**"). Depending on the Input, Context may include Customer Data stored in the Product or Service. Because applicable Context and Inputs (along with Vertex Property implemented in the AI Solution), are all necessary for the AI Solution's operation, Customer acknowledges the AI Solution may use Context that includes Customer Data to the limited extent necessary to generate Output for Customer. To the extent Context includes Personal Data, Vertex's processing of such data is subject to the Data Processing Addendum. Customer authorizes this limited use of Customer Data by AI Solutions.
- 4. Human Review.** Vertex shall develop AI Solutions such that Output does not modify Customer's data or configuration, or otherwise affect results generated by Customer's use of the applicable Product or Service, unless (a) a Customer user affirmatively applies that Output, after review and approval; or (b) Customer has configured the AI Solution to permit specified automated actions in accordance with Customer-defined parameters and applicable safeguards documented in the Product or Service. This includes Output comprising execution of automated steps or actions.
- 5. Ownership and Use of Output.**
- 5.1. Vertex Property.** To the extent any Output contains or is derived from Vertex Knowledge Base or other Vertex Property ("**Vertex-Contributed Output**") and Customer's authorized use of Output under Section 5.3 (Use of Output) necessarily involves using Vertex-Contributed Output, Vertex grants Customer a non-exclusive, worldwide, royalty-free, perpetual license to use, copy, modify, or create derivative works based on Vertex-Contributed Output for Customer's internal business purposes. Vertex retains all right, title, and interest in Vertex-Contributed Output, which need not be identified. Delivery of Output does not transfer any ownership interest in Vertex Property or Vertex-Contributed Output to Customer.
- 5.2. Customer Data.** To the extent any Output contains or is derived from Customer Data, Customer retains all right, title, and interest in such Customer Data.
- 5.3. Use of Output.** Customer may use Output for Customer's internal business purposes. Customer shall not extract, isolate, republish, or commercialize any Vertex-Contributed Output or Vertex Property contained in Output separate from Customer's authorized use of the Product or Service. Subject to the foregoing, Customer may use Output in perpetuity.
- 5.4. Non-Exclusivity.** Due to the nature of the AI Solution and the Vertex Knowledge Base, the AI Solution may generate Output for different customers that is identical or substantially similar. Customer does not acquire exclusive rights in any Output.
- 6. Nature and Limitations of Output.**
- 6.1. No Guarantee of Accuracy.** AI Solutions rely on machine learning techniques that are probabilistic and non-deterministic by nature. Output may contain errors, omissions, inaccuracies, outdated or fabricated information (commonly referred to as "hallucinations"), or results that are inconsistent across sessions. Identical or similar Inputs may produce different Outputs. AI Solutions may also be susceptible to prompt injection and similar adversarial techniques that could cause unintended Output; no current mitigation fully eliminates this risk. Vertex does not warrant that Output will be accurate, complete, current, reliable, or suitable for any particular transaction.
- 6.2. Not Professional Advice.** Output is provided for informational and productivity-enhancement purposes and does not constitute tax, legal, accounting, or other professional advice. Customer is solely responsible for reviewing, validating, and independently verifying all Output before relying on it.
- 6.3. Human Review of Flagged Content.** Customer acknowledges that Inputs or Outputs flagged by automated safety, trust, or abuse-detection systems may be subject to limited human review by Vertex or its AI service providers or Sub-Processors (as defined in the DPA) for the sole purpose of enforcement,

investigation, and improvement of such systems, subject to the confidentiality obligations of the Agreement and, to the extent such review involves Personal Data, the Data Processing Addendum.

7. Vertex Commitments.

7.1. Responsible AI Practices. Vertex shall maintain and follow documented artificial intelligence governance practices designed to promote the safe, fair, and transparent development and operation of AI Solutions, informed by applicable industry frameworks including the NIST AI Risk Management Framework.

7.2. Bias Mitigation. Vertex shall implement commercially reasonable measures to identify, evaluate, and mitigate harmful bias in AI Solutions, including through testing, evaluation, and monitoring of Output quality across the AI Solution lifecycle.

7.3. AI Security. Vertex shall maintain technical and organizational controls for AI Solutions consistent with Vertex's then-current SOC 2 control framework, including access controls on models and retrieval systems, logging and monitoring of AI Solution interactions, content-moderation and safety measures, and evaluation of Sub-Processors. Security Incidents arising from AI Solutions are subject to Vertex's Security Incident notification and remediation obligations under the Agreement.

7.4. Data Processing Addendum. To the extent AI Solutions process Personal Data on behalf of Customer, such processing shall be governed by the parties' Data Processing Addendum, which is incorporated herein by reference. In the event of any conflict between this AI Addendum and the DPA with respect to the processing of Personal Data, the DPA shall control.

7.5. AI Service Providers. Vertex does not develop its own foundation large language models. AI Solutions utilize third-party foundation models accessed through enterprise-grade API deployments or licensed instances under agreements that prohibit the AI service provider from using Inputs, Outputs, or Customer Data to train or improve the AI service provider's models, and that limit the provider's retention of such data as necessary to provide, secure, monitor, and support the applicable service. Vertex controls the application layer, including prompt engineering, retrieval systems, content filtering, and safety measures.

7.6. Transparency and Questionnaires. Upon Customer's reasonable written request, and not more than once per calendar year or when Customer is required to provide this information in connection with Applicable AI Laws compliance, Vertex will make available documentation describing, to the extent consistent with Vertex's protection of Vertex Property and the rights of third parties: (a) the intended purpose and known limitations of the applicable AI Solutions; (b) the categories of third-party models and AI service providers used in connection with AI Solutions; (c) the technical and organizational safeguards applied to Customer Data in the AI Solution context; and (d) information reasonably necessary for Customer to respond to its own regulatory, audit, or due-diligence obligations with respect to AI Solutions. Vertex may satisfy this obligation by providing Customer a completed industry-standard AI self-assessment questionnaire.

8. Customer Responsibilities.

8.1. Acceptable Use. Customer shall use the AI Solutions in accordance with the Agreement, the Documentation, and Applicable AI Laws. Customer shall not (a) use AI Solutions to develop, train, or benchmark any competing AI product or service, or to reverse engineer any component of an AI Solution; (b) circumvent, disable, or bypass any safety measure, content filter, or guardrail of an AI Solution; (c) engage in prompt injection, adversarial prompting, jailbreaking, or similar techniques designed or intended to manipulate, exploit, or subvert the intended behavior of an AI Solution; or (d) use AI Solutions in any manner that violates Applicable AI Laws. In addition, Customer shall not use AI Solutions as the sole or determinative basis for any decision producing legal or similarly significant effects concerning a natural person, including decisions regarding employment, credit, insurance, housing, education, access to essential services, healthcare, biometric identification, law enforcement, immigration, or the

administration of justice, in each case except with meaningful human review and oversight and in compliance with Applicable AI Laws.

8.2. Adequate Rights. Customer shall obtain all rights, licenses, and consents necessary for Vertex to process Customer Data as contemplated hereunder.

8.3. Regulatory Compliance. Customer is responsible for using the AI Solutions in compliance with Applicable AI Laws. Without limiting the generality of the foregoing, Customer shall implement human oversight measures appropriate to its use case as required by Applicable AI Laws.

9. No Training on Customer Data. Vertex shall not use Customer Data as training data, fine-tuning data, or other input to improve any AI Solution or any component thereof, unless otherwise expressly agreed by Customer in writing or through recorded acceptance within the applicable AI Solution. For the avoidance of doubt, this restriction does not prevent Vertex from improving AI Solutions using Feedback in accordance with Section 10; AI Aggregated Data in accordance with Section 11; or Vertex's own independent research, development, and knowledge.

10. Feedback. An AI Solution may enable users to record reactions to Output. Any comments, "thumbs-up" or "thumbs-down" reactions, or other user feedback regarding an AI Solution (excluding any Customer Data included in such Feedback) shall constitute Vertex-owned "Feedback" as defined in the Vertex Customer Agreement. Vertex's use of Feedback shall be limited to operating, supporting, and improving AI Solutions (including through supervised machine learning techniques and model or prompt enhancements). Vertex shall anonymize and de-identify Feedback, including by removing any Personal Data, before using Feedback for improvement purposes, and shall use Feedback in accordance with Vertex's data governance and security controls.

11. AI Operational Data. In connection with operating, securing, and monitoring AI Solutions, Vertex may process Inputs, Outputs, and associated operational telemetry (including logs, metadata, latency data, error rates, safety signals, and similar technical data) for the following purposes: (a) providing, operating, supporting, and securing the AI Solutions; (b) detecting and addressing abuse, fraud, safety incidents, and security threats; (c) evaluating and measuring the performance, accuracy, safety, and quality of the AI Solutions; and (d) generating AI Aggregated Data. "**AI Aggregated Data**" means data derived from the operation of AI Solutions that has been de-identified and aggregated such that it does not identify Customer, any individual user, or any natural person and cannot reasonably be used to re-identify them. AI Aggregated Data is deemed Vertex Property and may be used by Vertex for any lawful business purpose, including product development, benchmarking, and improvement. For the avoidance of doubt, Vertex's processing of Inputs and Outputs under this Section does not constitute use of Customer Data as training data, fine-tuning data, or other input to improve AI Solutions within the meaning of Section 9 (No Training on Customer Data). AI Aggregated Data is not Customer Data.

12. Model Improvement Program. Vertex may from time to time offer a program under which Customer may elect to permit Vertex to use Customer Data to improve AI Solutions for the benefit of Vertex's customer base generally (a "**Model Improvement Program**"). Participation in any Model Improvement Program requires Customer's express, prior opt-in, which may be provided in writing or through recorded acceptance within the applicable AI Solution. Vertex will, before accepting Customer's enrollment, provide Customer with a description of the applicable program, including the categories of Customer Data to be used, the purposes for which they will be used, the technical and organizational safeguards applied to such data, and the manner in which Customer may withdraw. Customer's participation is voluntary and revocable at any time upon written notice. Upon withdrawal, Vertex shall cease using Customer Data for Model Improvement Program purposes prospectively; however, improvements already incorporated into AI Solutions prior to withdrawal need not be reversed.

13. Indemnification.

13.1. Extension to Output. Vertex's obligation to defend and indemnify Customer against third-party intellectual property claims under the Agreement extends to Output generated by a generally available AI Solution when used by Customer in accordance with the Agreement and this AI Addendum, except to the

extent such claim arises from: (a) Input provided by Customer; (b) Customer's modification of Output; (c) Customer's use of Output in combination with non-Vertex products, data, or services; (d) Customer's disabling, circumventing, or interfering with any safety measure, content filter, or guardrail of the AI Solution; (e) Customer's use of an AI Solution in violation of the Agreement, this AI Addendum, or the Documentation; or (f) Customer's continued use of Output after Vertex has made available a non-infringing update or replacement.

13.2. Customer Indemnification. Customer shall defend, indemnify, and hold harmless Vertex from third-party claims arising from (a) Customer-initiated Input, including claims that Input infringes any third-party intellectual property or privacy right; or (b) Customer's violation of Applicable AI Laws or breach of Section 8 (Customer Responsibilities).

14. Disclaimer of Warranties; Liability.

14.1. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND THIS AI ADDENDUM, AI SOLUTIONS AND ALL OUTPUT ARE PROVIDED "AS IS." VERTEX AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT OUTPUT WILL BE ACCURATE, COMPLETE, UNBIASED, OR SUITABLE FOR ANY PARTICULAR TRANSACTION AND VERTEX AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14.2. Limitation of Liability. The parties' respective liability caps and exclusions set forth in the Agreement apply to claims arising under this AI Addendum. Claims relating to AI Solutions do not create a separate or incremental liability cap.

15. General

15.1. Roles under Applicable AI Laws. The parties intend that, as between them, (a) Vertex is a "provider" and, where applicable, a "developer" of the AI Solutions (including under the EU AI Act and the Colorado AI Act), and (b) Customer is a "deployer," "user," or similar party with respect to Customer's use of the AI Solutions. Each party shall comply with its respective obligations under Applicable AI Laws. Vertex's obligations extend only to the AI Solutions as made generally available by Vertex, and not to Customer's particular use case, configuration, integration, or downstream decisions.

15.2. Survival. Sections 5 (Ownership and Use of Output); 6 (Nature and Limitations of Output); 9 (No Training on Customer Data); 10 (Feedback); 11 (AI Operational Data); 13 (Indemnification); and 14 (Disclaimer of Warranties; Liability) shall survive expiration or termination of Customer's access to and use of AI Solutions.

15.3. Order of Precedence. Conflicts between this AI Addendum and other documents governing AI Solutions, Customer Data, or Personal Data will be resolved in the following order (descending): (a) this AI Addendum; (b) Data Processing Addendum; (c) the Agreement; provided, however, that with respect to the processing of Personal Data, the DPA shall control as set forth in Section 7.4 (Data Processing Addendum). If a conflict relates to protection of Customer Data that does not constitute Personal Data, the more protective term controls.

15.4. Severability. If a court of competent jurisdiction holds any provision of this AI Addendum to be invalid or unenforceable, that provision will be deemed void, and the remaining provisions of this AI Addendum will remain in effect.

15.5. Entire Agreement. This AI Addendum, together with the Agreement, constitutes the entire agreement between the parties with respect to AI Solutions.