

Service Attachment for Artificial Intelligence Services

Effective May 22, 2026. This Service Attachment for Artificial Intelligence Services supersedes and replaces all prior versions.

This Service Attachment is between Methodology IT ("Provider") and the Client identified on the applicable Order. Together with the Master Services Agreement, the Order, the Schedule of Services, the Schedule of Third-Party Services, and any other applicable Service Attachments, it forms the Agreement between the parties. Capitalized terms not defined here have the meanings given in the Master Services Agreement.

This Attachment governs Provider's delivery of AI-related services — strategic consulting, solution design, implementation, custom AI development, AI-driven customer interaction tools, process automation, training, and ongoing optimization. Microsoft Copilot management and routine AI productivity governance are also referenced in the Schedule of Services (Total tier) and may be delivered under this Attachment when scoped on the Order.

1. Definitions

In this Attachment, in addition to the terms defined in the Master Services Agreement:

- **"AI Services"** means the artificial-intelligence-based services Provider delivers under this Attachment, including AI-driven analytics, process automation, customer interaction services, custom application development, and AI-related advisory and integration work.
- **"AI Models"** means computational models that simulate human-intelligence processes, including machine-learning models, neural networks, large language models, and related algorithms — whether developed by Provider, by Client, or supplied by a Third-Party Services Provider.
- **"Client AI Data"** means data, information, prompts, documents, or other material provided by Client to Provider, or to AI Models on Client's behalf, for the purpose of receiving AI Services.
- **"AI-Generated Outputs"** means data, content, analyses, or other materials produced by AI Models as a result of processing Client AI Data or interacting with Client systems.
- **"Third-Party AI Platforms"** means AI platforms, models, services, or APIs supplied by a third party — including but not limited to large-language-model providers, voice AI platforms,

automation platforms, and embedded AI features within Client's existing software — and used by Provider in delivering AI Services. The specific Third-Party AI Platforms in use as of the Effective Date are identified in the Schedule of Third-Party Services.

2. Services

Provider will deliver the services identified on the Order. The available services under this Attachment include the following.

2.1 Strategic AI consulting

- **AI readiness assessment.** Evaluation of Client's data, infrastructure, organizational practices, and culture to assess readiness for AI integration; delivered as a written readiness report.
- **AI strategy development.** Strategic plan for AI deployment aligned to Client's business objectives, identifying areas where AI is likely to add measurable value.
- **Innovation workshops.** Collaborative sessions with Client's teams to identify use cases and applications relevant to Client's industry and operations.

2.2 AI solution design and planning

- **Use case identification and prioritization** based on business impact and technical feasibility.
- **Solution architecture design**, including selection of AI Models and platforms, data pipeline design, and integration planning.
- **Phased implementation roadmap** with milestones, resource requirements, and timelines.

2.3 Implementation support

- **Vendor and platform selection advisory.**
- **Proof of concept development** to validate feasibility and impact before full-scale deployment.
- **Implementation oversight** during project execution.

2.4 Custom AI development

- **AI workflow automation** — automating tasks and business processes using AI agents, model-driven orchestration, and integration with Client's existing systems.
- **AI-driven customer interaction tools** — chatbots, voice assistants, support copilots, and similar capabilities.
- **Custom AI application development** — bespoke applications incorporating AI Models, delivered with reasonable supporting documentation and operational handover.

2.5 Microsoft Copilot and embedded AI governance

For Clients with Microsoft 365 Copilot, Google Gemini, or similar embedded AI capabilities, Provider will manage licensing, data exposure boundaries, access policies, prompt-injection mitigation where applicable, and end-user enablement.

2.6 Training and change management

- **AI literacy training** for Client personnel covering fundamental concepts, supported tools, and acceptable use.
- **Change management support** for the adoption of AI in Client's workflows.

2.7 Data governance and ethics

- **Data strategy** for the integrity, accessibility, and security of data used in AI solutions.
- **AI ethics and use guidance** covering bias mitigation, transparency, explainability where feasible, and adherence to applicable regulations.

2.8 Performance measurement and optimization

- **KPIs and metrics definition** for AI initiatives.
- **Continuous improvement** support to optimize AI solution performance based on monitoring and feedback.

2.9 Ongoing advisory

Provider will keep Client informed of relevant emerging AI technologies and trends and assist Client in updating its AI strategy and roadmap.

3. Acceptance testing

For custom AI development and material AI implementations identified on the Order, the following acceptance procedure applies.

3.1 Notification and testing period

Upon completion of deployment, Provider will notify Client that the deliverable is ready for acceptance testing. Client will have fifteen (15) business days from notification to conduct acceptance testing. Provider will provide reasonable support during the testing period.

3.2 Acceptance criteria

The AI Services will be deemed accepted if:

- the deliverable performs in accordance with the functional specifications and performance standards set forth in the Order; and
- no critical defects are identified that would significantly impair Client's ability to use the deliverable for its intended purpose.

Minor defects do not preclude acceptance and will be scheduled for correction on a reasonable timeline.

3.3 Failure to accept

If Client believes the deliverable has not passed acceptance testing, Client will notify Provider in writing within five (5) business days of the end of the testing period with detail on the deficiencies. Provider will have thirty (30) business days to correct identified deficiencies and resubmit for acceptance testing. If, after three (3) attempts, the deliverable still fails to meet the acceptance criteria, Client may either: (a) reject the deliverable and terminate this Attachment with respect to the failed deliverable without penalty for that deliverable; or (b) accept the deliverable as-is, possibly subject to a negotiated fee adjustment.

3.4 Acceptance and continuing obligations

Acceptance does not waive Client's rights under the warranty provisions of the Master Services Agreement or this Attachment, nor Provider's obligation to address subsequently discovered defects.

4. Provider responsibilities

4.1 Service delivery

Provider will deliver the AI Services in a professional and workmanlike manner and in accordance with applicable laws, regulations, and standards relating to data protection, privacy, and AI use.

4.2 Data protection and security

Provider will implement and maintain reasonable security measures to protect Client AI Data against unauthorized access, disclosure, alteration, or destruction. Provider will notify Client without undue delay of any data breach or security incident materially affecting Client AI Data.

4.3 Customization and integration

Provider will work with Client to customize and integrate AI Services into Client's systems and workflows. Significant integration work outside the scope of the Order may incur additional charges.

4.4 Performance monitoring and reporting

Provider will monitor AI Service performance and provide Client periodic reports covering usage, performance metrics, model behavior observations, and recommendations.

4.5 Third-Party AI Platform management

Provider will manage Provider's relationships with the Third-Party AI Platforms identified in the Schedule of Third-Party Services and will notify Client of material changes (model deprecations, pricing changes, terms-of-service changes) that may affect the Services.

4.6 Issue resolution and escalation

Provider will maintain an issue resolution and escalation process for AI Service issues and will respond within targets defined in the Service Level Objectives.

5. Client responsibilities

5.1 Provision of information

Client will provide accurate and complete information regarding its systems, software, hardware, data sources, processes, and business objectives reasonably necessary for Provider to deliver the AI Services. Client will promptly inform Provider of changes to those inputs.

5.2 Access and cooperation

Client will grant Provider and its authorized personnel timely access to facilities, systems, and information required for delivery of the AI Services. Client will make personnel reasonably available for consultations, working sessions, and acceptance testing.

5.3 Data provision, quality, and rights

Client is responsible for providing data of sufficient quality (accuracy, completeness, relevance) for the AI Services to operate effectively. Client represents and warrants that it has the right to use and provide Client AI Data to Provider and any in-scope Third-Party AI Platforms for the purposes of the AI Services, and that providing such data complies with applicable laws and contractual obligations (privacy laws, intellectual-property rights, customer agreements, employment agreements, and similar).

5.4 Compliance with laws

Client is responsible for ensuring that its use of the AI Services and AI-Generated Outputs complies with all applicable laws, regulations, and industry standards — including data protection and privacy

laws, intellectual-property laws, sector-specific regulations, AI-specific regulations as they emerge, and any disclosure obligations to end users regarding the use of AI.

5.5 Security and confidentiality

Client will implement reasonable security measures protecting access to its systems and the data used in connection with the AI Services. Client will maintain the confidentiality of Provider's proprietary information, prompts, methods, and tools.

5.6 Ethical use

Client will use the AI Services and AI-Generated Outputs ethically, in a manner that respects privacy rights, avoids unlawful discrimination, and complies with the ethical guidelines Provider has communicated to Client.

5.7 Human review of AI outputs

Client acknowledges that AI Models may produce inaccurate, incomplete, or fabricated outputs ("hallucinations") and that AI behavior may be unpredictable. Client agrees to maintain appropriate human review of AI-Generated Outputs before relying on them for decisions affecting customers, employees, financial transactions, legal matters, or safety.

5.8 Notification of issues

Client will promptly notify Provider of any issues, concerns, malfunctions, or unexpected behaviors related to the AI Services and will provide reasonable detail to support diagnosis.

6. Intellectual property and data rights

6.1 Pre-existing intellectual property

Each party retains all right, title, and interest in its pre-existing intellectual property. Client grants Provider a non-exclusive, worldwide, royalty-free license to use Client's pre-existing intellectual property solely for the purpose of delivering the AI Services.

6.2 Client AI Data

Client retains all right, title, and interest in Client AI Data. Provider acknowledges no ownership in Client AI Data. Client grants Provider a non-exclusive, worldwide, royalty-free license to access, use, process, and display Client AI Data solely for the purpose of performing the AI Services for Client.

6.3 AI-Generated Outputs

As between the parties, Client owns the AI-Generated Outputs produced for Client under the Order, subject to any underlying third-party rights in source data, models, or algorithms. Client is responsible for ensuring that its use of AI-Generated Outputs complies with applicable laws and does not infringe third-party rights.

6.4 Custom developments

Custom AI Models, algorithms, and applications specifically developed by Provider for Client under an Order will be owned by Client upon Client's payment of all associated fees, except that Provider retains the right to use general knowledge, skills, methods, and non-Client-specific developments acquired during the engagement.

6.5 Use of Client AI Data for model training

Provider will not use Client AI Data or AI-Generated Outputs to train Provider's models or third-party general-purpose models on terms that would expose Client's data to other customers, except: (a) with Client's prior written consent, or (b) where data is irreversibly aggregated and de-identified such that it cannot be associated with Client, its customers, employees, or other identifiable subjects. The specific data-handling posture of each Third-Party AI Platform is set forth in the Schedule of Third-Party Services; Provider configures those platforms in alignment with this section to the extent the platform's controls permit.

6.6 Third-party materials and open-source software

Provider may use third-party materials, including open-source software and Third-Party AI Platforms, in the development or delivery of AI Services. Provider will use such materials in compliance with their respective licenses and will inform Client of any licensing obligations that materially affect Client's use of the deliverable (for example, copyleft obligations, attribution requirements, or restrictions on commercial use of outputs).

6.7 IP indemnification

Provider will indemnify Client against third-party claims that the AI Services as delivered by Provider infringe a U.S. patent, copyright, or trademark, subject to the limitations and procedures set forth in the Master Services Agreement, except where the claim arises from: (a) Client AI Data; (b) Client's use of AI-Generated Outputs beyond the scope of the Order; (c) modifications to the AI Services made by Client or a third party; or (d) the underlying behavior of Third-Party AI Platforms outside Provider's control.

Client will indemnify Provider against third-party claims arising from Client's use of AI-Generated Outputs in violation of third-party intellectual-property rights, applicable law, or the terms of any in-scope Third-Party AI Platform.

6.8 Return and deletion of data

Upon termination or expiration of this Attachment, Provider will, at Client's option, return Client AI Data and AI-Generated Outputs to Client in a commercially reasonable format or securely destroy such data and certify destruction, unless retention is required by law.

7. Exclusions and AI-specific disclaimers

In addition to the exclusions set forth in the Master Services Agreement and the Service Attachment for Managed Services where applicable, the following are excluded from Provider's responsibility under this Attachment:

- **Hallucinations and inaccuracy.** Inaccuracies, fabrications, or other unreliable outputs produced by AI Models, where such outputs are characteristic of the underlying technology.
- **Bias and fairness.** Outcomes influenced by biases inherent in AI Models or training data, where such biases were not introduced by Provider's design choices and cannot be reasonably mitigated through configuration.
- **Model interpretability.** The absence of detailed, deterministic explanations for AI Model decisions due to the inherent opacity of certain AI technologies.
- **Unpredictable behavior.** Unforeseen or unpredictable AI behavior that produces unintended outcomes, where such behavior is characteristic of the underlying technology.
- **Continuous learning changes.** Changes in AI behavior caused by ongoing learning or model updates not controlled by Provider.
- **Data quality limitations.** Output limitations caused by inadequate or poor-quality data supplied by Client or sourced from third parties.
- **Third-Party AI Platform changes.** Changes in Third-Party AI Platform availability, capabilities, pricing, or terms of service.
- **Regulatory changes.** Changes in laws or regulations restricting or burdening AI use that materially affect the deliverable.
- **Infrastructure failures.** Failures in cloud computing platforms, storage, or networking caused by external factors.
- **Client's failure to follow recommendations** or to maintain reasonable human review of AI-Generated Outputs.

8. Warranty disclaimer

Provider warrants that the AI Services will be performed in a professional and workmanlike manner consistent with industry practice. Beyond that warranty and the warranties set forth in the Master Services Agreement, the AI Services, AI Models, AI-Generated Outputs, and any custom AI

development are provided **"as is" and "as available."** Provider expressly disclaims all other warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranty arising from course of dealing or usage of trade.

Provider does not warrant that AI Services will meet Client's specific requirements, achieve any intended business result, or operate uninterrupted, timely, secure, or error-free. AI technologies are inherently experimental and probabilistic; Client assumes responsibility for the selection, validation, and operational use of AI Services and AI-Generated Outputs.

9. Fees and term

Fees for the AI Services are set forth on the Order and may include one-time development fees, recurring platform or service fees, and time-and-materials components per the Schedule of Services. Term, renewal, and termination of this Attachment are governed by the Master Services Agreement.

Provider may update this Service Attachment with at least sixty (60) days' written notice for material changes. Non-material updates may be made without notice provided they do not materially decrease Service functionality.