AI ADDENDUM

Last Updated: October 6, 2026

This AI Addendum (this "AI Addendum") is published by Patra Corporation ("Patra") and applies to Patra's Processing of Client Information in connection with Patra's AI Systems on behalf of each client ("Client") under a Master Services Agreement or other written or online agreement with Patra (the "Agreement") and the Data Processing Addendum between the parties (the "DPA"). This AI Addendum applies whether or not the Agreement or the DPA expressly incorporates it: where the Agreement or the DPA incorporates this AI Addendum by reference, this AI Addendum forms part of the Agreement and the DPA on that basis; and where neither the Agreement nor the DPA expressly incorporates this AI Addendum or otherwise addresses the Processing of Client Information in connection with Patra's AI Systems, this AI Addendum is deemed incorporated into and forms an integral part of the Agreement and the DPA, governs such Processing thereunder, and supersedes any prior or conflicting AI-related data processing terms between the parties. This AI Addendum governs all Processing of Client Information in connection with Patra's AI Systems, including Training, inference, generative AI applications, and agentic operations. In the event of any conflict between this AI Addendum and the DPA or the Agreement with respect to AI-specific Processing, the order of precedence set forth in Section 12 shall apply. Capitalized terms not defined herein have the meanings ascribed to them in the DPA or the Agreement.

1. DEFINITIONS

As used in this AI Addendum, the following terms have the meanings set forth below. All other capitalized terms have the meanings ascribed to them in the DPA or the Agreement.

"ADMT" means automated decision-making technology that produces legal or similarly significant effects on individuals, as applicable under Applicable Data Protection Laws. For the avoidance of doubt, ADMT does not include operational process automation that supports or executes administrative workflows, where such activities do not produce legal or similarly significant effects on individual consumer rights.

"Aggregated Data" and **"De-Identified Data"** have the meanings given in the DPA, and Patra's creation and use of such data is subject to Section 12 of the DPA.

"AI System" means any system, model, or functionality that employs machine learning, deep learning, generative modeling, or related techniques to produce inferences, predictions, classifications, or other outputs from data inputs. AI Systems include autonomous agents, agentic systems, and multi-agent orchestration frameworks that autonomously execute multi-step workflows or delegate tasks to other agents.

"AI Training Model" means any AI System trained, fine-tuned, or improved using Client Information, subject to the purpose limitation and anti-profiling requirements of this AI Addendum.

"Client Information" has the meaning ascribed to it in the Agreement.

"Service Improvement" means activities that are reasonably necessary to operate, maintain, secure, evaluate, and enhance the Services for Client.

"Training" means the development, training, fine-tuning, validation, testing, evaluation, or other improvement of AI Systems or related algorithms, including the generation of embeddings, classifiers, safety filters, and model weights.

2. AUTHORIZED AI PROCESSING

2.1 Inference.

Patra's use of Client Information to generate outputs, predictions, or recommendations for Client in the course of providing the Services constitutes inference and is authorized as a core component of the Services.

2.2 Training as a Specified Business Purpose.

The parties acknowledge and agree that Training constitutes a specified and limited business purpose under the Agreement and this AI Addendum. Training is authorized by default to the extent necessary to operate, maintain, secure, and improve the Services, subject to the purpose limitation provisions of Section 3 and the opt-out rights set forth in Section 6.

2.3 Unified AI Model Training.

Patra is authorized to use Client Information to train, fine-tune, or improve AI Training Models used in the performance of the Services. Patra shall prioritize the use of De-Identified or Aggregated Data for AI model training where reasonably practicable. Where Client Information that constitutes Personal Data is used in Training, such use is authorized as a limited and specified business purpose under this AI Addendum, subject to the following conditions: (a) Patra shall not use Client Information to build or modify individual consumer or household profiles for use in developing or providing services for another client of Patra; (b) the outputs and capabilities of AI Training Models shall only be applied to purposes that are compatible with the original purpose for which the underlying Client Information was collected; (c) all AI Training Models shall be subject to the purpose limitation provisions of Section 3, the security requirements of Section 4, the Subprocessor obligations of the DPA, the retention obligations of the DPA, and the opt-out rights of Section 6; (d) Patra shall not license, sell, or otherwise make available the trained weights, parameters, or model artifacts of any AI Training Model to unaffiliated third parties for such third parties' independent commercial exploitation as a standalone AI model or AI development product; and (e) where the underlying Client Information relates to personal lines insurance business, Patra shall de-identify such Client Information in accordance with Section 12 of the DPA prior to use in Training, and shall not use identifiable Personal Data relating to personal lines business in Training absent Client's prior written consent. For the avoidance of doubt, the opt-out right in Section 6 governs commercial lines Client Information used in Training under this Section 2.3; personal lines Client Information is governed by the consent and de-identification requirement of this Section 2.3(e) rather than Section 6. Further, nothing in this Section 2.3 shall limit Patra's right to develop, offer, sell, license, or otherwise commercialize its AI Systems, Services, platform, or AI-powered offerings to any other client or customer of Patra, including AI Systems and Services that incorporate or are derived from AI Training Models trained in whole or in part using Client Information, provided that Patra's use of Client Information in such Training remains subject to the purpose limitation, anti-profiling, security, retention, opt-out, and personal lines consent and de-identification provisions of this AI Addendum. Notwithstanding any other provision of this AI Addendum, Training activities whose resulting AI Training Model outputs and capabilities are applied solely to the performance of Services for Client and are not applied to, or made available in connection with, services provided to any other client of Patra constitute a core and unconditionally authorized business purpose under this AI Addendum and the Agreement, and are not subject to the opt-out right set forth in Section 6 or any other restriction on Training set forth herein (other than the purpose limitation provisions of Section 3 and the security requirements of Section 4), except that the consent and de-identification requirement of Section 2.3(e) shall apply

regardless of whether the resulting AI Training Model's outputs and capabilities are applied solely to Client. This Section 2.3 shall not restrict Patra's ability to transfer or assign its AI Systems, AI Training Models, and related rights to a successor entity in connection with a merger, acquisition, or sale of all or substantially all of Patra's assets or business.

2.4 Generative AI Applications.

The parties acknowledge that Patra operates generative AI capabilities through Patra's proprietary AI Systems and, where applicable, through cloud infrastructure providers engaged as Subprocessors in accordance with the DPA, in the course of providing the Services. All large language model (LLM) inference is routed through Patra's cloud infrastructure within Patra's own account or tenancy with the applicable provider, or through a third-party model provider engaged as a Subprocessor. Patra shall ensure that the terms of each such provider prohibit the provider from using Client Information for its own purposes, including to train foundation models. Patra will identify in its Subprocessor list the categories of third-party model and cloud infrastructure providers that may Process Client Information in connection with the Services, and will engage such providers under enterprise terms that disable provider training on, human review of, and non-security abuse-monitoring access to, Client Information, except to the limited extent required for security or by law. This Section 2.4 does not apply to AI functionality made available to Patra through Client Systems (as defined in Section 8) under Client's own agreements ("**Client-Provided AI**"). Providers of Client-Provided AI are Client's vendors, not Patra's Subprocessors, and Patra has no responsibility for their Processing of Client Information.

Client Information processed through Patra's AI Systems may be handled by Patra's proprietary encoder models operating on infrastructure entirely within Patra's tenancy for the applicable service provider, which perform structured data extraction without the involvement of any generative LLM. Client Information processed through these AI Systems is used as necessary to perform the Services and improve the quality, safety, and accuracy of AI outputs. Such use shall be subject to all terms of this AI Addendum.

2.5 Limits on Third-Party Model Training.

Patra shall not use Client Information to train third-party foundation models for such third parties' independent commercial purposes. Any third-party AI provider engaged by Patra as a Subprocessor shall be prohibited from using Client Information for its own model training, product development, or any purpose unrelated to the performance of the Services.

3. PURPOSE LIMITATIONS

Patra shall not: (a) retain, use, or disclose Personal Data for any purpose other than the limited and specified business purposes set forth in the Agreement, the DPA, and this AI Addendum, including Training, Service Improvement, and generative AI applications expressly authorized herein; (b) sell or share Personal Data as those terms are defined under Applicable Data Protection Laws; or (c) use Personal Data for independent advertising, marketing, or any commercial purpose unrelated to the Services.

4. AI-SPECIFIC SECURITY MEASURES

4.1 General.

In addition to the technical and organizational measures set forth in the DPA, Patra shall implement and maintain appropriate AI-specific security measures designed to protect the confidentiality, integrity, and availability of Client Information throughout all stages of AI Processing.

4.2 Governance and Risk Management.

Patra shall maintain reasonable AI governance practices including: (a) designated oversight responsibility for AI-related risks assigned to qualified personnel or a cross-functional oversight body; (b) documented policies governing the development and deployment of AI Systems, reviewed periodically in light of changes in technology and applicable law; (c) risk management processes designed to identify and address material AI-related risks commensurate with the sensitivity of Personal Data processed; and (d) awareness programs for personnel with material responsibilities for AI development or deployment.

4.3 Access Controls and Data Protection.

Patra shall maintain role-based and attribute-based access controls, multi-factor authentication, least-privilege access principles, segregation of duties, and secure credential management. Patra shall employ encryption of Personal Data in transit and at rest (or ensure that a service provider has native encryption mechanisms), data minimization and pseudonymization techniques, secure data pipelines, de-identification of Personal Data in accordance with Section 12 of the DPA (wherever De-Identified Data or Aggregated Data is created or used, including as required for personal lines Client Information under Section 2.3(e)), and ongoing data quality monitoring. Patra shall further maintain role-based restrictions limiting human personnel access to identifiable Personal Data used in AI Training, validation, or quality review to personnel with a documented need to perform the Services, together with access logging and periodic access review of such personnel.

4.4 Secure Development and Operations.

Patra shall maintain a secure software development lifecycle incorporating code review, security testing, supply-chain controls, change management protocols, and documented approval gates for model promotion to production environments. Patra shall ensure logging is limited to operational metadata stored internally (other than action logs maintained under Section 8, which shall be stored internally and subject to Section 4.3), and will maintain comprehensive monitoring of AI System activities, model performance and drift monitoring, adversarial and red-team testing programs, bias and robustness evaluations with documented pass/fail gates, incident response playbooks, and regular tabletop exercises addressing AI-specific threat scenarios.

4.5 Modifications and Improvements.

Patra may deploy AI Systems, capabilities, or modalities not specifically enumerated in this AI Addendum in the performance of the Services, provided that: (a) such deployment is consistent with the purpose limitation, security, and data minimization principles of the DPA and this AI Addendum; and (b) Patra provides Client with written notice of such deployment no less than thirty (30) days prior to deployment of any material new AI modalities or new categories of Processing of Personal Data not previously disclosed to Client. For purposes of this Section 4.5, "material new AI modalities" shall mean the introduction of a fundamentally different type of AI capability (such as moving from predictive to generative AI, or from single-model inference to multi-agent orchestration), and shall not include routine model version updates, performance improvements, bug fixes, or the deployment of new agent capabilities within an existing AI modality already disclosed to Client. Client-Side Deployment and Development Activities under Section 8 are disclosed categories of Processing and do not require notice under this Section 4.5.

4.6 Third-Party Certifications.

Patra shall maintain industry-standard security certifications, including as applicable SOC 2 Type II and ISO 27001, and shall make such certifications available to Client upon request in accordance with the audit provisions of the DPA.

5. AI RECORDS AND DOCUMENTATION

Patra shall maintain records and documentation specific to its AI operations sufficient to support compliance with this AI Addendum and applicable regulatory requirements, including, as applicable: model cards; dataset documentation and lineage records; data protection impact assessments and ADMT assessments; evaluation and safety reports; risk registers and exception memoranda; and change logs. General records obligations are governed by the DPA.

6. CLIENT OPT-OUT OF AI MODEL TRAINING USING IDENTIFIABLE PERSONAL DATA

6.1 Scope of Opt-Out Right.

Client may, at any time during the Term, elect to opt out of Patra's use of Client's identifiable Personal Data for the purpose of AI model training under Section 2.3, by providing written notice to Patra's designated privacy contact at compliance@patracorp.com. This Section 6 applies to commercial lines Client Information; personal lines Client Information used in Training is governed by the consent and de-identification requirement of Section 2.3(e). Should Patra make an Administrative Console opt-out setting available in the future, Client may also elect to opt out by disabling such setting. If no Administrative Console opt-out functionality is available, Client's sole opt-out mechanism is written notice as provided herein; provided that Patra may, as an alternative, offer deactivation of Client's account from Patra's AI Systems as a means of effectuating the opt-out. The opt-out right applies to the use of Client's identifiable Personal Data in AI model training under Section 2.3 and does not extend to: (a) inference activities necessary to perform the Services; (b) Service Improvement activities that do not involve the use of identifiable Personal Data in AI Training Models; (c) any Processing of De-Identified Data or Aggregated Data, which shall remain authorized under all circumstances; or (d) Training activities whose resulting AI Training Model outputs and capabilities are applied solely to the performance of Services for Client and are not applied to, or made available in connection with, services provided to any other client of Patra, which are unconditionally authorized under Section 2.3 and not subject to this opt-out right.

6.2 Opt-Out Notice Period.

An opt-out election shall become effective no earlier than sixty (60) days following Patra's receipt of a valid written opt-out notice from Client (the "Opt-Out Effective Date"). The sixty (60)-day notice period is necessary to allow Patra to restructure affected model training pipelines and to implement technical controls sufficient to segregate Client's identifiable Personal Data from AI model training workflows. Patra shall acknowledge receipt of Client's opt-out notice in writing within five (5) business days and shall confirm the Opt-Out Effective Date at that time.

6.3 Effect of Opt-Out.

Commencing on the Opt-Out Effective Date, Patra shall cease all new AI model training activities under Section 2.3 that incorporate Client's identifiable Personal Data. The opt-out shall operate on a prospective basis only and shall not obligate Patra to: (a) delete, retrain, or otherwise modify AI Training Models or Training artifacts produced prior to the Opt-Out Effective Date that were developed using Client's identifiable Personal Data; (b) delete or restrict Patra's use of De-

Identified Data or Aggregated Data derived from Client Information, which shall remain fully available for all permitted purposes; or (c) delete or restrict data retained as required by Applicable Data Protection Laws, applicable regulatory obligations, security requirements, or audit purposes.

6.4 Service Impact Disclosure.

Client acknowledges and agrees that election of the opt-out right under this Section 6 may limit the performance, accuracy, personalization, or availability of certain AI-powered features and capabilities of the Services that depend upon AI model training to function optimally. Patra shall have no liability for any degradation in service quality, reduction in AI feature functionality, or limitation in the availability of AI-powered capabilities that is directly attributable to Client's election of the opt-out right. Patra shall, upon Client's written request made concurrently with or prior to the delivery of an opt-out notice, provide Client with a written summary of the Services or features likely to be materially affected by the opt-out election.

6.5 Rescission of Opt-Out.

Client may rescind any opt-out election at any time by providing written notice to compliance@patracorp.com, or, if an Administrative Console opt-out setting is available, by re-enabling such setting. Rescission shall be effective upon Patra's written confirmation. AI model training using Client's identifiable Personal Data under Section 2.3 shall resume on a prospective basis following the confirmed rescission effective date. Rescission shall not require Patra to incorporate Client's identifiable Personal Data into any AI Training Models or Training artifacts developed during the opt-out period.

6.6 CCPA Service Provider Status.

The parties acknowledge and agree that the opt-out right established under this Section 6, together with the purpose limitation and anti-profiling requirements of Section 2.3, is a material component of the framework under which Patra operates as a service provider — and not a third party — for purposes of the CCPA/CPRA with respect to Client's Personal Data. Client's ability to opt out of AI model training, and Patra's obligation not to use Client Information to build or modify individual consumer or household profiles for use in providing services to other clients, are intended to ensure that Patra's use of Client's identifiable Personal Data for Training constitutes a limited and specified business purpose consistent with the requirements of the CCPA/CPRA, its implementing regulations, and California Code of Regulations, Title 11, Section 7050(a)(3). Neither party shall take any action, or omit to take any action, that would reasonably be expected to cause Patra's Processing activities under this AI Addendum to be characterized as a sale or sharing of Personal Data under the CCPA/CPRA.

7. HUMAN OVERSIGHT AND ADMT

Patra shall not deploy ADMT that produces legal or similarly significant effects on individuals on Client's behalf without Client's express prior written authorization. Where such authorization is granted, Patra shall implement human review processes, escalation procedures, and contestation support mechanisms consistent with the requirements of Applicable Data Protection Laws. For the avoidance of doubt, operational process automation performed by Patra's AI Systems or autonomous agents does not constitute ADMT and does not require Client's express prior written authorization under this Section 7, as such activities do not produce legal or similarly significant effects on individual consumer rights.

8. AGENTIC AI AND MULTI-AGENT ORCHESTRATION

8.1 The parties acknowledge that Patra's platform operates as a multi-agent system in which autonomous agents may delegate tasks to, receive outputs from, or orchestrate other agents within Patra's platform ("**Internal Agent Orchestration**"). Internal Agent Orchestration, including all agent-to-agent communications and task delegation occurring within Patra's platform infrastructure (including communications between Patra's AI Systems operating within Client Systems and Patra's platform), does not constitute a disclosure to a Subprocessor and does not trigger Subprocessor notification requirements under the DPA or this AI Addendum. The Subprocessor framework applies only to disclosures of Client Information to third-party entities operating outside of Patra's platform.

8.2 As used in this AI Addendum, "**Client Systems**" has the meaning given in the Agreement or, if not defined there, means those portions of Client's systems, software, electronic data and records, and insurer websites and online portals, that Client makes available to Patra. Patra may deploy its AI Systems, including autonomous agents, within or in connection with Client Systems to perform the Services ("**Client-Side Deployment**") where Client has provided access credentials. In any Client-Side Deployment: (i) Patra's AI Systems shall act only within the permissions Client provides; (ii) Sections 2.4 and 3 apply, and Section 4 applies to Patra's AI Systems, infrastructure, and credential management but not to the configuration, authentication, or encryption capabilities of Client Systems; (iii) Patra shall log actions taken by its AI Systems within Client Systems sufficient to reconstruct them and retain such logs in accordance with Patra's data retention policies; (iv) Client may revoke access at any time by written notice or by disabling credentials, and Patra has no liability for resulting non-performance; (v) Client represents and warrants that it has all rights, licenses, and consents necessary, including under any agreement, license, or terms of use governing access to any Client System, to permit Patra's AI Systems to access and operate within Client Systems, and shall indemnify and hold harmless Patra from any claims, losses, and expenses arising from a breach of this representation; and (vi) as between the parties, Client is responsible for the availability, configuration, and security of Client Systems, and Patra has no responsibility for any failure of Client Systems not caused by Patra's AI Systems. Terms agreed in an SOW or other written agreement for a specific Client-Side Deployment govern that deployment notwithstanding Section 12.

8.3 Patra may also operate its AI Systems within Client Systems, and Process Client Information obtained through such access, to develop, test, and evaluate AI Systems and new, improved, or expanded Services, including Services that may be offered to Client or other clients of Patra ("**Development Activities**"). Development Activities are a limited and specified business purpose authorized under this AI Addendum and the DPA, require the same authorization as a Client-Side Deployment, and are subject to Sections 2.3, 3, 4, and 6 and the following: (a) Patra shall use non-production environments where Client makes them available and, in production Client Systems, shall not create, modify, or delete Client records without Client's prior written approval; (b) Patra shall limit identifiable Personal Data to what is reasonably necessary and use De-Identified Data or Aggregated Data where reasonably practicable; (c) Patra shall not use Client Information obtained through Development Activities to perform services for any other client of Patra, but may use and commercialize the resulting AI Systems, Services, and capabilities as permitted by Section 2.3; and (d) Client may withhold or revoke authorization for Development Activities at any time by written notice without affecting Client-Side Deployment for the Services.

8.4 Foundation model providers and large language model infrastructure used as underlying tools by Patra's AI Systems shall be treated as Subprocessors subject to the DPA only where such providers receive identifiable Client Information directly. Inference calls routed exclusively

through Patra's platform without direct Client Information disclosure to the foundation model provider shall not independently trigger Subprocessor notification obligations; provided that Patra shall continue to identify such providers by category in its Subprocessor list, and engage them on the enterprise terms, described in Section 2.4.

9. AI OUTPUTS; NO WARRANTY; HUMAN REVIEW

AI-generated outputs, inferences, predictions, classifications, summaries, and recommendations (collectively, "AI Outputs") are provided on an "AS IS" and "AS AVAILABLE" basis. Client acknowledges that AI Outputs are probabilistic in nature and may contain errors, omissions, inaccuracies, or "hallucinations," and may be incomplete or not current. To the maximum extent permitted by applicable law, Patra makes no representation or warranty, express or implied, as to the accuracy, completeness, reliability, non-infringement, or fitness for a particular purpose of any AI Output. Client is responsible for reviewing AI Outputs through appropriate human oversight before relying on them, and shall not use an AI Output as the sole basis for any decision that produces a legal or similarly significant effect on an individual. This Section 9 supplements, and does not limit, the disclaimers and limitations of liability set forth in the Agreement, and nothing in this AI Addendum, other than as expressly set forth in Section 8, shall be construed to create any AI-specific warranty, indemnity, or enhanced limitation-of-liability cap.

10. AI TRANSPARENCY; FEEDBACK AND CONTESTATION

The parties acknowledge that AI is a component of the Services. Where required by Applicable Data Protection Laws (including, where applicable, the EU AI Act), Patra will reasonably assist Client in (a) informing individuals when they are interacting with an AI System, and (b) identifying content that has been generated or materially modified by an AI System. For AI features that materially affect individuals, Patra will make available a mechanism through which Client, or an affected individual through Client, may submit feedback and request human review of, or contest, a materially significant AI-assisted output, consistent with Section 7.

11. INTELLECTUAL PROPERTY IN AI OUTPUTS

As between the parties, Patra retains all right, title, and interest in and to its AI Systems, platform, models, algorithms, methodologies, model weights and parameters, and all improvements to and general learnings derived from the foregoing (including improvements derived from the Processing of Client Information, subject to the purpose limitation, anti-profiling, and opt-out provisions of this AI Addendum). Ownership of, and any license granted to Client in, AI Outputs delivered to Client as part of the Deliverables is governed by the Agreement. For the avoidance of doubt, Patra does not warrant Client's ownership of, or right to use, any AI Output, and grants Client no rights in any third-party materials that may be contained in Client inputs or reflected in an AI Output.

12. ORDER OF PRECEDENCE

This AI Addendum supplements, and does not limit, Patra's obligations set forth in the Agreement, the DPA, and the Data Security Addendum. In the event of any conflict between this AI Addendum, the Agreement, an SOW, the Data Security Addendum, or the DPA, this AI Addendum shall govern with respect to AI-specific Processing (including AI-specific Processing of Personal Data) and, otherwise, the order of precedence set forth in Section 15.1 of the DPA shall govern to the extent of such conflict; provided that terms agreed in an SOW or other written agreement for a specific Client-Side Deployment under Section 8 shall govern that Client-Side Deployment.