



AI Addendum

This Artificial Intelligence Addendum ("AI Addendum") supplements and is made part of the Agreement between Qargo and the Customer, governing the Customer's use of the AI Features.

Applicability Notice: Certain provisions of this Addendum, including references to European Union regulations, apply solely to Customers that are subject to the jurisdiction and scope of EU law. For Customers operating outside the EU/EMEA region, such provisions shall not apply or alter the scope of services.

Capitalised terms used but not defined in this Addendum have the same meaning as within the MSA.

1. **The AI Features**
 - 1.1. The Services may include AI Features. Where an AI Feature is made available to the Customer, Qargo will identify it as such within the Qargo TMS or the Documentation.
 - 1.2. Output generated by an AI Feature forms part of the Customer Data and is owned by the Customer under clause 5.1 of the MSA.
2. **Permitted use**
 - 2.1. "Intended Purpose" means using AI Features to assist in extracting structured data from documents and correspondence, validating information, and presenting data to Authorised Users for review, confirmation, and error detection to support human decision-making.
 - 2.2. The AI Features are provided for the Intended Purpose only. The Customer shall not use, configure or adapt any AI Features to make, or materially to inform, any decision concerning the recruitment, selection, promotion, termination, monitoring or evaluation of an individual, or the allocation of work to an individual based on that individual's behaviour or personal characteristics.
3. **Responsibility for use outside the intended purpose**
 - 3.1. Qargo accepts no responsibility for any use of the AI Features outside the Intended Purpose, and the Customer shall indemnify Qargo against any Claim arising from such use. The Customer acknowledges that under applicable law governing artificial intelligence, including Regulation (EU) 2024/1689 (the "**EU AI Act**") where it applies, a party which modifies the intended purpose of an AI system such that it becomes a high-risk AI system may itself be treated as the provider of that system and assume the obligations of a provider.
4. **Human oversight**
 - 4.1. Without limiting clauses 5.3 and 5.4 of the MSA, the Customer shall ensure that output generated by the AI Features is reviewed by an Authorised User having the competence, authority and information necessary to assess it before that output is relied upon and shall not configure its operations such that output is acted upon without the opportunity for human review.
5. **Nature of output.**
 - 5.1. The Customer acknowledges that output generated by the AI Features is probabilistic and may be incomplete or incorrect, including where derived from documents of poor quality, unfamiliar layout or unfamiliar language. Clauses 5.3, 5.4 and 10.5 of the MSA apply to such output, and the exclusions and allocations of responsibility in those clauses apply to output generated by the AI Features to the same extent as to any other output of



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the Services. Qargo gives no warranty as to the accuracy or completeness of output generated by the AI Features.

6. **Customer Data and model training.**

6.1. Notwithstanding clause 5.2 of the MSA, Qargo shall not use Customer Data to train, fine-tune or otherwise improve any artificial intelligence model made available to any other customer or to any third party, unless that data has first been aggregated and anonymized, such that it no longer relates to the Customer or to any identifiable individual.

7. **Classification.**

7.1. Qargo's assessment is that the AI Features are not high-risk AI systems within the meaning of the EU AI Act when used for the intended purpose. Qargo reviews that assessment at least annually and upon any material change to the AI Features. If the AI Features become a high-risk AI system, or becomes subject to equivalent obligations under any other applicable law, Qargo will notify the Customer, and the parties will agree in good faith to any consequential changes to the Services.

8. **Limitation of Liability for AI Features**

8.1. Subject to clause 5.4 of the MSA, and to the maximum extent permitted by applicable law, Qargo shall not be liable for (a) any use of, or reliance on, output generated by the AI Features; (b) any error or omission in such output; or (c) any decision made by or on behalf of the Customer based on such output. This clause 8.1 does not apply to the extent that the output is inaccurate or incomplete because the AI Features have failed to function as warranted under clause 3.3 of the MSA. Nothing in this clause limits or excludes any liability described in the clause of the MSA headed "Liabilities that aren't limited"

8.2. The limitations and exclusions of liability in the MSA apply to this Addendum.