1.    **Artificial Intelligence Products.**

1.1 **Definitions**.

"Artificial Intelligence Products" are data-driven and theory-informed applications, services, or analytic tools that use datasets and one or more artificial intelligence methods (including but not limited to robotics, computer vision, generative AI, machine learning techniques) to make predictions, classifications, segmentations, estimations, automate tasks, interact with the environment, and provide insights about future outcomes based on data, and are intended to support business processes/decisions. Services may include Artificial Intelligence Products.

1.2    **Representations, Warranties and Covenants**.  In addition to all other representations, warranties and covenants in the Agreement, and notwithstanding anything to the contrary, Supplier represents, warrants and covenants:

1.2.1    no Prudential data (including data generated through use of Suppliers products or services) may be used by Supplier or an Artificial Intelligence Product to customize, train, develop, retrain, or otherwise improve any artificial intelligence model or product (including the Artificial Intelligence Product) unless such customization, training, development, retraining, or improvement is solely for the benefit of Prudential;

1.2.2    Supplier has implemented and shall maintain throughout the term a documented, risk-based governance and risk management policy to regularly monitor and/or audit the Artificial Intelligence Product for unfair discrimination and bias, fairness, accuracy, and precision, as applicable, given the intended use of the Artificial Intelligence Product, and upon Prudential's request, Supplier will provide to Prudential a copy of such written policies;

1.2.3    upon Prudential's request, such request not to be made more than once a quarter (unless Supplier has updated, replaced or supplemented its existing Artificial Intelligence Product), Supplier shall make Personnel available to Prudential for discussions or tests related to the Artificial Intelligence Product's performance and other metrics, and promptly provide Prudential with Artificial Intelligence Product documentation, which may include one or more of the following as Prudential may request: (i) responses to a model performance questionnaire; (ii) copies of relevant audits, reviews, tests, or certifications of the Artificial Intelligence Product, including any unfair discrimination and bias assessments, fairness evaluations, and/or audits, reviews, tests, or certifications related to the Artificial Intelligence Product's accuracy and precision performance; (iii) information regarding the Artificial Intelligence Product's decision-making processes, which includes disclosing all known potential risks including any unfair discrimination and biases, from where the unfair discrimination and bias derives, and steps taken to mitigate the unfair discrimination and bias or to explain the propriety of its existence; and (iv) its unfair discrimination and bias testing frameworks and approaches;

1.2.4    Supplier shall provide such assistance as reasonably requested by Prudential to assist Prudential in meeting its obligations under applicable laws governing the use of Artificial Intelligence Products regarding (i) registration and notification; (ii) accountability and reporting; and (iii) the carrying out of Artificial Intelligence Product impact assessments and related consultations with governmental authorities. Supplier shall also report to Prudential any issues with the Artificial Intelligence Product promptly upon learning of such issue, including without limitation, risk rating and data quality, and shall assist Prudential in implementing a remediation plan to meet Prudential's expectations;

1.2.5    if Supplier licenses a foundation model from a third party to provide products and/or services to Prudential, Supplier agrees to provide the name(s) of the foundation model provider(s) and the model version(s) in writing for approval by Prudential by emailing centralizedduediligence@prudential.com. If Supplier anticipates a material change to either the third-party foundation model provider or foundation model version, Supplier agrees to provide as much notice as possible in writing to Prudential. Prudential reserves the sole right to provide or decline Supplier's use of third-party foundation model licensors and foundation model versions. To the extent Prudential

identifies an issue with any such change or update to the Artificial Intelligence Product, Supplier agrees to assist Prudential in remediating such issue to meet Prudential's expectations; and

1.2.6    Supplier shall disable all logging and monitoring capabilities in the third party hosted Artificial Intelligence Product model. If applicable, Supplier agrees to activate zero data retention and require any third-party Artificial Intelligence Product model to have zero data retention in place.

1.3    **Indemnification.** In addition to any indemnification obligations in the Agreement, and notwithstanding any limitations on liability or disclaimer of damages, Supplier agrees to indemnify, defend, and hold Prudential, its officers, agents, employees, affiliates, and subsidiaries harmless from and against any and all losses, costs, damages, or liabilities as a result of any claim or cause of action for any breach of any representation or warranty of Supplier with respect to Artificial Intelligence Products.