

Artificial Intelligence (AI) Terms – Annex ***(Last updated – September 28, 2025)***

1. USE OF ARTIFICIAL INTELLIGENCE

This Annex sets forth certain terms and obligations regarding Contractor’s provision or use of AI Technology in connection with its fulfillment of any requirements of this Contract. Unless otherwise identified, all terms defined within this Annex apply only to those terms as they appear herein. If similar terms appear within this Contract, such terms shall have the meaning assigned to them in that context.

A. Definitions.

1. **“AI Input”** means information, data, materials, text, prompts, images, instructions, audio, or other content that is (i) input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available for the benefit or by or on behalf of WMATA that may be processed by or through AI Technology, or (ii) collected, downloaded, or otherwise received by AI Technology for the benefit or by or on behalf of WMATA.
2. **“AI Output”** information, data, materials, text, prompts, images, or other content of any type and in any format, medium, or form, whether audio, visual, textual, or other results generated, produced, or resulting from, transmitted, or otherwise provided or made available by or in connection with any processing by or through AI Technology in response to an AI Input. For the avoidance of doubt, AI Output constitutes WMATA Data.
3. **“AI Technology”** means any software-enabled technology utilizing deep learning, machine learning, automated decision-making, or artificial intelligence, including any and all software, data, databases and systems that make use of or employ neural networks, statistical learning algorithms (like linear or logistic regressions, support vector machines, random forests, k-means clustering), transformers, large language models, or reinforcement learning.
4. **“Training Data”** means any data or databases, including any data that is scraped, collected, processed or otherwise used to train, validate, test, fine-tune, or otherwise improve any AI Technology. This includes weighted, tagged, labeled, and/or categorized text, metadata, or other data used to train, validate, test, fine-tune, or otherwise establish or improve the parameters, weights, performance, algorithms, models, or other internal variables of any AI Technology or component thereof, whether or not structured or labeled.
5. **“WMATA Data”** includes AI Input and AI Output, and all other information, data, materials, and other content, in any form or medium, that is collected, uploaded, created, submitted, entered, posted, or otherwise transmitted by or on behalf of WMATA through any Products or Services. WMATA Data does not include aggregated statistics.

B. Data Ownership

- i. WMATA Data, whether generated by any AI Technology, or collected by or submitted to Contractor from or by WMATA or any third parties, remains the sole property and Confidential Information of WMATA. Contractor may access and use

the WMATA Data, solely as necessary to provide the Products and Services and as expressly authorized by WMATA in writing under this Contract.

- ii. Except to the extent otherwise specifically authorized by WMATA in writing, Contractor will not attempt to use WMATA Data to train, enhance, test, validate, update, develop, fine-tune, adapt or improve any artificial intelligence model or other AI Technology including (but not limited to) generative or agentic artificial intelligence models and large language models.

C. Compliance Matters.

1. Contractor represents and warrants that, prior to making available any AI Technology in connection with any Products or Services, Contractor shall carry out, in accordance with applicable law and good industry standards, all appropriate and necessary testing and risk assessments to ensure that the AI Technology and Training Data produce AI Outputs that are materially predictive, reliable, explainable, fit for purpose, safe, and free from discriminatory impact.
2. Contractor shall implement and maintain a documented governance and risk management program for the AI Technology ("**AI Program**") that identifies, routinely tests for, monitors, and reasonably and appropriately mitigates known and foreseeable risks, including without limitation risks relating to ethics, bias, reliability, security, and safety, associated with or arising from the AI Technology. Contractor shall promptly notify WMATA of any material risks identified for the AI Technology and changes to the AI Program. Contractor shall be fully responsible for any failure to adequately identify, manage, and mitigate reasonably foreseeable risks and those identified as part of the AI Program.
3. On request, Contractor shall provide WMATA with information regarding the effectiveness of its AI Program and any identified risks and the steps taken by Contractor to address such risks. Contractor shall cooperate with WMATA and take such action as may be reasonably requested by WMATA to address identified risks.
4. Contractor shall comply with all applicable legislation on artificial intelligence, current or future, which may include without limitation the Artificial Intelligence Act - Regulation (EU) 2024/1689 ("**EU AI Act**"), Directive 2001/29/EC on the harmonization of certain aspects of copyright and related rights in the information society ("**Copyrights Directive**"), Directive (EU) 2019/790 on Copyright and related rights in the Digital Single Market ("**Directive on Copyrights in the Digital Single Market**"), Colorado's AI Act, SB 24-205 ("**Colorado AI Act**"), and similar laws regulating development and deployment of AI Technology (collectively "**AI Legislation**").

D. Additional Representations and Warranties.

- i. Each SOW or Purchase Order shall each item of AI Technology that has been licensed from any third party or otherwise used by Contractor in connection with Contractor's supply of any Products or the provision of Services. Contractor represents and warrants that, except for that AI Technology listed on an applicable SOW or Purchase Order: (a) no Product or Service includes or depends in any way on any AI Technology; and (b) the operation and use of any Product or Service in accordance with the Contract does not require the use of AI Technology.

- ii. For all AI Technology identified in an applicable SOW or Purchase Order and specifically permitted by WMATA to be provided or for use by Contractor in connection with the supply of any Products or provision of Services, Contractor represents, warrants and covenants that:
 - (a) Contractor: (i) has obtained and is in compliance with all necessary licenses, consents, and permissions; (ii) has provided all applicable notices and disclosures; and (iii) otherwise has all rights, in each case as required under applicable law and good industry practice and as necessary for WMATA to fully exercise its rights to the Products and Services under this Contract, including without limitation related to the WMATA's use of AI Technology incidental to or in connection with the use and enjoyment of the Products and Services under this Contract;
 - (b) Contractor has not developed, trained, or otherwise used any AI Technology, and the AI Technology was not developed, trained, or otherwise used, in a manner that does, will, or could reasonably be expected to limit or adversely affect WMATA's rights in the Products and Services under this Contract;
 - (c) Contractor has implemented an AI Program, and is and shall remain in compliance with such policies and procedures as well as all applicable laws and good industry practice for the ethical and responsible use of AI Technology, including for transparency, human interpretability, non-discrimination, mitigation of bias, safety, efficacy, security, reliability, and oversight of the AI Technology, Training Data, AI Inputs, and other data input into or otherwise used in connection with AI Technology and conducts regular audits to ensure compliance with the same; and
 - (d) Except to the extent otherwise specifically authorized by WMATA in writing, will not attempt to use WMATA Data to train, enhance, test, update, develop, fine-tune, adapt or improve any artificial intelligence model including (but not limited to) generative or agentic artificial intelligence models and large language models or other components of the AI Technology; and (ii) it has no knowledge of any actual or reasonably foreseeable risks of algorithmic discrimination in connection with each and every AI Technology specifically authorized by WMATA in writing for use in connection with this Contract.

2. ADDITIONAL PROVISIONS

A. Indemnification.

Contractor shall indemnify, defend and hold WMATA its stakeholders, officers, and employees harmless from all claims, liabilities, damages, or judgments involving a third party, including WMATA's costs and attorney fees, arising out of or in connection with Contractor's failure to meet any of its obligations under this Annex.

B. Survival.

Each party's obligations under this Annex which are not, by the express terms of this Annex, fully to be performed during the term of the Contract, shall survive the expiration or termination of the Contract for any reason.