

3M ARTIFICIAL INTELLIGENCE EXHIBIT

This 3M Artificial Intelligence Exhibit (“**AI Exhibit**”) supplements the Agreement or any Purchase Order Terms into which it is incorporated (“**Agreement**”). Capitalized terms not defined in this AI Exhibit have the meaning ascribed to such terms in the Agreement.

1. DEFINITIONS

- 1.1 "**AI**" or "**Artificial Intelligence**" means any system, platform, or tool designed to operate autonomously, which processes input and uses algorithmic, mathematical or modeling techniques (e.g., machine learning) to generate output.
- 1.2 "**AI Output**" means all text, images, materials and other data (a) generated by 3M's use, or the use by Supplier's personnel, agent(s), authorized recipient(s), customer(s) or end user(s) of an AI System and/or (b) produced by an AI System for 3M pursuant to the Agreement. AI Output is deemed 3M Confidential Information.
- 1.3 "**AI System**" means any AI platform, tool, model, application or technology, including any generative AI technology.
- 1.4 "**Applicable Privacy Law**" has the meaning set forth in Section 2.1 of the Privacy Exhibit.
- 1.5 "**Approved AI System**" means an AI System that is: (a) expressly identified in the Agreement as being developed, made available to, or provided by Supplier to 3M, or otherwise used by Supplier, in order for Supplier to perform its obligations under the Agreement; or (b) expressly approved by 3M in writing.
- 1.6 "**3M Data**" for purposes of this AI Exhibit, "**3M Data**" means all (a) data, metadata, reports, input and output processed or generated by or on behalf of 3M or its Affiliates as a result of their use of any Approved AI System, (b) any data or other information owned or controlled by 3M or its Affiliates to which Supplier or any of its Affiliates, directors, officers, employees, contractors, subcontractors, and other representatives has or obtains access (including any Personal Information), and (c) with respect to each of (a) and (b), any data or other information developed or derived therefrom (including AI Output and any other processing output and results).
- 1.7 "**Intellectual Property Rights**" means all intellectual and industrial property rights recognized in any jurisdiction, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).
- 1.8 "**Law**" means any applicable legislation, regulation, rule, judgment, order, or other requirement enacted by any governmental or regulatory body at any level.
- 1.9 "**Personal Information**" has the meaning set forth in Section 2.4 of the Privacy Exhibit.
- 1.10 "**Training Data**" means data supplied by Supplier that is used to train or calibrate an AI System, whether pre-deployment or in production.

2. AI SYSTEMS AND DATA

- 2.1 Prohibited Uses. Supplier will not use any AI Systems, including any Approved AI Systems: (a) for unfair or unlawful discrimination against an individual or group; (b) to deceive, including to mislead, others into believing content or interactions were created by humans, or vice-versa; (c) to harm or encourage harm, or disseminate violent, terrorist or extremist content, sexual content, or hate speech; (d) to use submit or share 3M Data or access to any 3M Systems with any external AI System, query, platform, or system without 3M's prior written approval; or (f) that disproportionately rely on elements specific to protected or vulnerable classes, including race or color, ethnicity, minority status, religion, sex, national origin or immigration status, tribal affiliation, age, disability, medical condition, or genetic information.
- 2.2 Approved Use of AI Systems. Supplier is only permitted to develop, make available, and provide to 3M, and to otherwise use, Approved AI System(s) in connection with the Agreement. Supplier will not, without 3M's prior written approval, which 3M may grant or withhold in its sole discretion: (a) use any AI System that is not an Approved AI System in connection with the Agreement; and (b) itself, or permit others to, upload or submit any 3M Data or Personal Information into any AI System that is not an Approved AI System. Any request by Supplier for consent to use an AI System that is not an Approved AI System will include a detailed description of Supplier's proposed use (including the specific AI System to be used), the manner in which it will be used, and any other information reasonably requested by 3M. Upon obtaining 3M's consent to use a specific AI System such that it becomes an Approved AI System, Supplier's use must comply with specific parameters as provided by 3M. Supplier must maintain all necessary permissions and licenses for the provision and use of any Approved AI Systems.
- 2.3 Training Data. Supplier will not use 3M Data and/or Personal Information to train, retrain, fine-tune, or improve any AI System or (directly or indirectly) a similar or competing product. Supplier represents and warrants that: (a) the Training Data is relevant, free of errors, complete, transparent, suitable, representative, not derived from deceptive or inaccurate data sets, and includes a statistically sufficient sample size for the applicable use case(s); (b) Supplier has all necessary rights, licenses and consents to collect, process, and transfer any data contained or embedded in any Training Data; and (c) any transfer of Training Data or other data to 3M or its information technology systems will not contain or otherwise

introduce any vulnerabilities, viruses or any other harmful content into 3M's systems. Supplier will maintain a description of all pertinent characteristics of the Training Data (which may include parameters, source, format, sample size, bias prevention methods, method of training).

- 2.4 Aggregated/Anonymized Data. Supplier will not aggregate, deidentify or anonymize 3M Data and/or Personal Information without 3M's prior written consent. Supplier will also contractually prohibit third parties, including downstream recipients of 3M Data and/or Personal Information, from attempting to do so. Supplier will not, directly or indirectly, attempt to re-identify or recompile any previously aggregated, deidentified, or anonymized 3M and/or Personal Information, and Supplier will contractually prohibit third parties, including downstream recipients of 3M Data and/or Personal Information, from attempting to do so.
- 2.5 Ownership of Data. As between the Parties, 3M shall retain exclusive title and ownership rights, including Intellectual Property Rights in all AI Outputs, 3M Data, and Personal Information. If any such rights do not initially vest with 3M, Supplier shall assign them to 3M. Supplier agrees that it will not own or assert any ownership rights over AI Output, 3M Data, or Personal Information. Supplier may not retain any 3M Data and/or Personal Information that is input into an AI System.
- 2.6 Data Security. Supplier will ensure that: (a) any AI System and its procedures are resilient against attempts by unauthorized third parties to alter their use or performance by exploiting system vulnerabilities; (b) the technical solutions aimed at ensuring the cybersecurity of high-risk AI Systems shall be appropriate to the relevant circumstances and the risks; and (c) the technical solutions to address AI specific vulnerabilities shall include, where appropriate, measures to prevent and control for attacks trying to manipulate the training dataset ("data poisoning"), inputs designed to cause the model to make a mistake ("adversarial examples") or model flaws.
- 2.7 Explainability. Supplier must provide information that enables 3M to understand and explain the logic and decision making protocols employed by any AI System and explain the methods or processes used by Supplier to ensure the integrity and reliability of the AI System or AI Output, the accuracy and completeness of the Training Data, and that the AI and Training Data are not unfair, biased or discriminatory, and such other information and cooperation as 3M may reasonably request to enable it to validate any of the foregoing. Supplier shall promptly provide updates with respect to the foregoing information, from time to time.

3. COMPLIANCE

- 3.1 Compliance with Laws. Supplier will comply (and cause any of its subcontractors to comply) at all times with all Laws relevant or applicable to: (a) Supplier and its subcontractors' businesses, (b) Supplier and its subcontractors' performance and obligations under the Agreement, and (c) AI Systems. For the avoidance of doubt, Supplier will comply with all Applicable Privacy Laws.
- 3.2 Notice of Infringement or Non-Compliance. Supplier will provide 3M prompt written notice of any threat, warning or notice of any demand, or any civil, criminal, administrative, or investigative claim, action, or proceeding (including arbitration) asserted, commenced, or threatened against Supplier that any AI System or AI Output, or the use thereof by 3M, constitutes: (a) infringement, misappropriation, or unlawful use or disclosure of any Intellectual Property Rights, or (b) a violation of Law.
- 3.3 Remedies.
 - 3.3.1 In addition to 3M's other rights and Supplier's other obligations under the Agreement, in the event of a claim described in Section 3.2, Supplier will promptly (in the following order of precedence): (a) procure for 3M, at no additional cost to 3M, the lawful right to use the AI System or AI Output, as applicable, or the affected part thereof; or (b) to the extent such option is not available to Supplier on commercially reasonable terms following reasonable efforts to procure such right, subject to 3M's written approval, replace the AI System or AI Output, or affected part thereof, with a modified or substituted item, that does not violate any third party's Intellectual Property Rights or constitute a violation of Law and that is qualitatively and functionally at least the equivalent of the affected AI System or AI Output, or part thereof.
 - 3.3.2 If Supplier cannot provide the remedies in Section 3.3.1 on commercially reasonable terms after reasonable efforts, or if the claim involves third-party privacy rights, or if Supplier has not promptly performed as required in Section 3.3.1, 3M may terminate the Agreement.

4. INDEMNITIES

- 4.1 Indemnification by Supplier. In addition to and in no way limiting its other obligations under the Agreement, Supplier will, at its sole cost and expense, indemnify, defend and hold harmless 3M and its Affiliates, and their respective officers, directors, principals (partners, shareholders or holders of an ownership interest, as the case may be), employees, contractors, agents, representatives, successors and assigns (collectively, "**3M Indemnitees**") from and against any and all judgments, awards, settlements, liabilities, damages, liens and claims, and all related costs, expenses and other charges suffered or incurred as a result of or in connection with a claim that any AI System, AI Output, or the use thereof by 3M, constitutes or is alleged to constitute: (a) an infringement, misappropriation or unlawful use or disclosure of any Intellectual Property Rights or the right of any third party; or (b) a violation of Law.

4.2 Indemnification by 3M. Notwithstanding anything to the contrary in the Agreement, 3M shall not be responsible to indemnify, defend, or hold harmless Supplier with respect to any claims arising from or in connection with the AI Output, or 3M's use of any AI Systems.