

AMENDMENT – Artificial Intelligence

This Amendment – Artificial Intelligence (this “***Amendment***”) to the [INSERT TITLE OF THE MASTER AGREEMENT] dated [INSERT EFFECT START DATE OF THE MASTER AGREEMENT] (“***Agreement***”) by and between [INSERT FULL NAME OF THE SUPPLIER LEGAL ENTITY REFERENCED IN THE MASTER AGREEMENT] having an office located at [INSERT THE BUSINESS ADDRESS OF SUPPLIER] (“***Supplier***”), and [INSERT THE FULL NAME OF THE GE VERNOVA LEGAL ENTITY REFERENCED IN THE MASTER AGREEMENT] having an office located at [INSERT THE BUSINESS ADDRESS OF GE VERNOVA] (“***GE Vernova***”) is made as of [INSERT EFFECT START DATE OF THIS AMENDMENT] (the “***Amendment Effective Date***”), with reference to the following:

WHEREAS, GE Vernova and Supplier are parties to the Agreement that enables GE Vernova and Supplier to execute order forms, statements of work or other ordering documents, through which GE Vernova may order certain Supplier product or service offerings, as identified in such ordering documents;

WHEREAS, Supplier provides certain commercially-available AI offerings as core services, or may use AI products or services in the provision of its Non-AI Services to GE Vernova under the Agreement;

WHEREAS, further, GE Vernova and Supplier agree to amend the Agreement to set forth the process to be followed by the parties before any AI, as defined in attached Appendix AI, can be activated with the Supplier instance utilized by GE Vernova and/or used in connection with Supplier’s provision of products or services to GE Vernova, and before any GE Vernova data or content can be processed through such AI;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Amendment agree as follows:

1. Amendment.

The Agreement is amended by adding attached ***Appendix AI - GE VERNOVA STANDARDS FOR SUPPLIER’S PROVISION OR USE OF AI*** (“***Appendix AI***”) to the Agreement. For purposes of Appendix AI and the Agreement, the definition of AI in Appendix AI controls. In the event that any terms and conditions contained in Appendix AI or this Amendment are in conflict with the terms and conditions set forth in the Agreement or previously executed amendments thereto, the terms and conditions set forth in this Amendment and Appendix AI shall be deemed to be controlling, except that the Privacy and Data Protection Appendix (or, in the event the Privacy and Data Protection Appendix has not been incorporated into the Agreement, any alternative privacy and/or cybersecurity terms that the parties have elected to incorporate into the Agreement) shall take precedence with respect to the processing of personal data as defined therein.

2. Ratification.

The Agreement as amended hereby is ratified by each of the parties hereto and shall remain in full force and effect in accordance with its terms as so amended. This Amendment is not a consent to any waiver or modification of any other terms or conditions of the Agreement and shall not prejudice any rights which any of the parties may now or hereafter have in connection with the Agreement.

3. Counterparts.



GE VERNOVA

This Amendment may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single amendment, with the same effect as if the signatures hereto and thereto were upon the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to the Agreement to be executed by its duly authorized officer or representative set forth below as of the Amendment Effective Date.

[INSERT FULL NAME OF THE GE VERNOVA LEGAL ENTITY]	[INSERT FULL NAME OF THE SUPPLIER LEGAL ENTITY]
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

APPENDIX - AI
GE VERNOVA STANDARDS FOR SUPPLIER'S PROVISION OR USE OF AI
V2.0 03 August 2026

GE Vernova is committed to the responsible and ethical use of Artificial Intelligence (“AI”) and requires its suppliers to uphold the same standards. This Appendix sets forth requirements with respect to your provision or use of AI in relation to the Products or Services you provide to GE Vernova and its affiliates under the Agreement. You agree to comply with the requirements set forth in this Appendix.

SECTION I – DEFINITIONS

1. Defined Terms. The following definitions and rules of interpretation apply in this Appendix. Any words following the terms “including,” “include,” “e.g.,” “for example” or any similar expression are for illustration purposes only.
 - (i) **Agreement** means the relevant agreement, contract, statement of work, task order, purchase order or other document governing the provision of goods, services and/or deliverables by Supplier to GE Vernova.
 - (ii) **AI Compliance Materials** means any documentation, certifications, reports, and other evidence to demonstrate and verify Supplier’s ongoing compliance with the standards and requirements specified in this Appendix.
 - (iii) **AI as Core Services** means Supplier providing GE Vernova with direct access to an AI system as a product or service forming the essential, core service pursuant to the Agreement.
 - (iv) **AI Incident** means any event involving AI that results in or is reasonably likely to result in: (a) unauthorized access to, loss of, or corruption of GE Vernova Content and data, whether personal or non-personal, including GE Vernova Confidential Information; (b) material malfunction, failure, or unexpected behavior of an AI; (c) harm or potential harm to individuals, property, or GE Vernova’s operations or reputation; (d) a breach of applicable law or regulatory requirement; or (e) a complaint, investigation, or inquiry by a regulatory authority.
 - (v) **AI Model** means any machine learning, deep learning, large language model or other computational model, whether proprietary (first-party) or third-party, used by the Supplier in connection with AI.
 - (vi) **Appendix** means this Appendix AI – GE Vernova Standards for Supplier’s Provision or Use of AI.
 - (vii) **Artificial Intelligence** or **AI** means a machine-based system, component or service designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers from, or applies rules or logic to the input it receives, to generate outputs such as content predictions, recommendations or decisions, that can influence physical or virtual environments. This includes machine learning, neural networks, robotic process automation, expert systems, and generative, large language models, or any tool or service marketed or commonly understood as artificial intelligence (including intelligent automation).
 - (viii) **GE Vernova** means GE Vernova Inc. and/or any GE Vernova Affiliate.
 - (ix) **GE Vernova Affiliate** means any entity that is directly or indirectly in control of, controlled by, or under common control with GE Vernova, whether now existing, or subsequently created or acquired during the term of the Agreement.
 - (x) **GE Vernova Confidential Information** means information created, collected, or modified by or on behalf of GE Vernova that would pose a risk of causing harm to GE Vernova if disclosed or used improperly, and is provided and identified as such to the Supplier under the Agreement.
 - (xi) **GE Vernova Content** means any input (including prompts), data, text, video, image, software, sound, content, material or other form of information or communication provided by or through GE Vernova or that the Supplier is required to procure for the benefit of GE Vernova.
 - (xii) **GE Vernova Data** means GE Vernova Confidential Information, GE Vernova Content and GE Vernova Personal Data.

- (xiii) **GE Vernova Personal Data** means any information related to an identified or identifiable natural person (data subject) in or from any jurisdiction, and any equivalent term as defined under applicable laws that is processed by or on behalf of Supplier in connection with the Agreement.
 - (xiv) **Non-AI Services** means any deliverables or work product provided in connection with the Products or Services under the Agreement that are not expressly identified as "AI-enabled", "AI-based", or otherwise dependent upon AI outputs for their delivery or performance.
 - (xv) **Products or Services** means services, software, technology, materials, deliverables, work product and other offerings provided by Supplier to GE Vernova pursuant to the Agreement.
 - (xvi) **Shadow AI** means AI that is used by Supplier Personnel in connection with the Non-AI Services without GE Vernova's prior written approval or contrary to the Supplier's approved AI controls.
 - (xvii) **Supplier** means the entity providing Products or Services and/or deliverables to GE Vernova pursuant to the Agreement. As used herein, "Supplier" shall also mean Supplier and Supplier affiliate, collectively.
 - (xviii) **Supplier Personnel** means all persons or entities providing services and/or deliverables under the Agreement, including Supplier's employees, approved affiliates and third parties (for example, suppliers, contractors, subcontractors, and agents), as well as anyone directly or indirectly employed, engaged or retained by any of them.
2. **Other Definitions.** Capitalized terms used in this Appendix and not defined herein shall have the meaning given to them in the Agreement. All references to "**you**" or "**your**" in this Appendix mean Supplier, its affiliates, and their subcontractors, while to "**we**" or "**our**" mean GE Vernova.

SECTION II – GENERAL PROVISIONS

3. **Compliance.** You shall comply with all applicable laws and regulations in your use or provision of AI in connection with the Products or Services. You shall promptly notify GE Vernova of any material non-compliance or enforcement action related to AI used for or provided to GE Vernova.
4. **EU AI Act compliance.** To the extent your AI qualifies as an AI system under Regulation (EU) 2024/1689 on the Artificial Intelligence Act, and is made available in, or placed on the market or put into service within, the European Union, you shall comply with all applicable obligations including: (a) classification of AI systems and notification to GE Vernova where any system is, or may reasonably be, "high-risk"; (b) implementation of required risk management, data governance, technical documentation, record-keeping, transparency, accuracy, robustness, cybersecurity, logging, and human oversight measures; (c) maintenance of technical documentation and logs sufficient to demonstrate conformity; (d) performance of conformity assessment and affixing CE marking where required; (e) registration of high-risk systems where required; (f) post-market monitoring and reporting of serious incidents or malfunction to competent authorities and to GE Vernova without undue delay; and (g) ensuring distributors, importers, and authorised representatives (if any) are bound to and fulfil applicable obligations. You shall notify GE Vernova where any AI system is, or may reasonably be, classified as high-risk and shall, upon request, provide a written summary of its EU AI Act compliance posture for AI used for GE Vernova, and promptly notify GE Vernova of any material non-compliance or enforcement action related to AI used for or provided to GE Vernova.
5. **Additional Regulatory Requirements.** In the event you use or provide an AI system that is or becomes subject to additional regulatory requirements, or in a manner subject to additional regulatory requirements, including any laws on data localization, data residency, data or digital sovereignty, you agree to (a) promptly notify GE Vernova of such requirement and cooperate with GE Vernova for GE Vernova's compliance with such requirements; and (b) notify GE Vernova within 72 hours of discovery of any material non-compliance or enforcement action related to AI used for or provided to GE Vernova.
6. **No training.** You shall not use any GE Vernova Data, including prompts, inputs and any retained internal representations, to create, develop, train, re-train, fine-tune or improve any AI Model. All AI tools used in connection with GE Vernova work shall be configured in no-train and no-reuse modes for GE Vernova data.

Upon request, you shall provide GE Vernova with written confirmation or other reasonable evidence that such modes are enabled.

7. Restriction on third-party AI Models. Prior to entering into the Agreement, you shall disclose in writing to GE Vernova whether the Products or Services are powered by (i) your own proprietary (first-party) AI Models, being models developed, trained and maintained by you., or (ii) any third-party AI Model, including open-source foundations, cloud-provider APIs, or embedded third-party components. Use of any third-party AI Model requires GE Vernova's prior written approval. Any such approval shall specify the provider, the underlying model(s), the intended use case, and any data-handling commitments applicable to the third-party AI Model.
8. Intellectual property.
 - 8.1. You shall not use, or permit the use of any AI or AI components whose licenses require disclosure, impose copyleft obligations on the Product or Services, GE Vernova Content or any deliverables you produce under the Agreement. You shall implement reasonable license screening processes and shall promptly remedy any license conflicts that arise during the term of the Agreement. Upon request, you shall provide evidence of such screening.
 - 8.2. All GE Vernova Content and any outputs generated from use of GE Vernova Content with or by AI belong exclusively to GE Vernova and GE Vernova owns all rights in and to GE Vernova Content and any such outputs, including any intellectual property and ownership rights to the extent permitted by law. As between the parties, GE Vernova shall have the same rights in and to any outputs generated using GE Vernova Content or produced for GE Vernova under this Appendix as it has in respect of any deliverables or work product under the Agreement.
 - 8.3. You shall ensure that GE Vernova deliverables and GE Vernova Content are not subject to licenses that restrict commercial use or require disclosure. To the extent any intellectual property rights in such outputs vest in Supplier Personnel, you hereby assign those rights to GE Vernova, and, where assignment is not permitted by law, grant GE Vernova an exclusive, worldwide, perpetual, irrevocable, royalty-free license with rights to sublicense, to use, copy, modify, create derivative works from, and exploit such outputs. You shall procure equivalent rights and licenses from Supplier Personnel and subcontractors and waive moral rights to the fullest extent permitted by law.
9. Confidentiality. All GE Vernova Content and any outputs generated using GE Vernova Content or produced for GE Vernova under this Appendix are considered GE Vernova Confidential Information.

SECTION III – AI AS CORE SERVICES

This Section III applies solely where and to the extent Supplier provides AI as Core Services to GE Vernova under the Agreement.

10. Human review monitoring. You shall not use GE Vernova Content that constitutes GE Vernova intellectual property for human review or abuse monitoring purposes, other than where such review is (a) required by applicable law, or (b) necessary for security or fraud prevention. Where any human access to GE Vernova Content occurs, you shall maintain appropriate confidentiality and security controls. GE Vernova may opt out of such human review where commercially reasonable or technically available.
11. RAG usage. You shall not use GE Vernova Confidential Information or GE Vernova Personal Data in retrieval augmented generation (RAG) or any other contextual augmentation process for the benefit of any party other than GE Vernova, except as strictly necessary to fulfil your contractual obligations to GE Vernova. Where RAG or contextual augmentation is technically used in connection with GE Vernova Content, you shall disclose this to GE Vernova.

12. Approved environments. You shall disclose to GE Vernova, prior to the commencement of any processing of GE Vernova Content and on an ongoing basis thereafter, the specific regions, data center locations, and computing environments (including cloud environments) in which GE Vernova Content is or will be processed, stored, or otherwise accessed in connection with the providing or using AI (each, an "**Approved Environment**"). GE Vernova shall have the right, exercisable at any time upon written notice to Supplier, to object to the use of any new or additional environment proposed by you for the processing of GE Vernova Content. Where GE Vernova reasonably determines that a proposed environment presents an unacceptable legal, regulatory, security, or operational risk, you shall not process GE Vernova Content in that environment unless and until the objection is resolved to GE Vernova's reasonable satisfaction. If the parties are unable to resolve such objection within thirty (30) days of GE Vernova's notice, GE Vernova may, without liability, suspend or terminate the affected AI Services in accordance with the termination provisions of this Agreement.
13. AI Compliance Verification. Upon request, you shall provide GE Vernova with AI Compliance Materials. All AI Compliance Materials shall be current (not older than 12 months) and directly relevant to all AI processing GE Vernova Content or supporting Products or Services utilized by GE Vernova. Where you hold relevant third-party certifications (e.g. ISO, SOC), you shall make these available to GE Vernova upon request. You shall respond to such requests from GE Vernova within 30 days of receipt.
14. Incident notification. You shall notify GE Vernova without undue delay, and in any event within seventy-two (72) hours, upon becoming aware of any AI Incident that has, or is reasonably suspected to have, a material impact on GE Vernova, unless shorter notification deadline is mandated by applicable law.
 - 14.1. Any notification shall include, to the extent known: (i) a description of the AI Incident and the AI affected; (ii) the categories and approximate volume of data involved; (iii) the likely consequences of the AI Incident; (iv) the measures taken or proposed to address the AI Incident and mitigate its effects; and (v) a designated contact for further information.
 - 14.2. You shall keep GE Vernova informed of any material developments relating to an AI Incident and shall cooperate with GE Vernova in investigating, remediating, and responding to the AI Incident, including in respect of any regulatory notifications or communications with affected parties.
15. Warranty.
 - 15.1. You represent and warrant that all AI systems, models, training data, and datasets used to provide the Products or Services, or provided to GE Vernova for use (i) comply with applicable law and have been lawfully obtained and used, (ii) do not infringe intellectual property, database, or personality rights, and (iii) include all necessary licenses and permissions for their intended use.
 - 15.2. Without limiting any indemnity or other warranty provided under this Agreement, in the event that any AI system, model, training data, or dataset used in connection with the Products or Services is found to infringe any third-party intellectual property, database, or personality rights, you shall promptly, at your own cost, either (i) procure for GE Vernova the right to continue using the affected component, (ii) replace it with a non-infringing equivalent of comparable functionality, or (iii) modify it so that it becomes non-infringing, in each case without material degradation to the Products or Services.
 - 15.3. Where you incorporate any third-party AI system, model, training data, or dataset in the provision of the Products or Services, you shall ensure that all warranties provided by the relevant third-party provider pass through to GE Vernova on to the fullest extent permitted by such third-party provider. You shall disclose the existence and scope of any such pass-through warranty to GE Vernova prior to entering in the Agreement.

16. Audit. GE Vernova may request and you shall provide relevant documentation relating to your use of AI in connection with the Products or Services. GE Vernova may rely on third-party certifications or reports where available.
- 16.1. You shall cooperate reasonably with GE Vernova in relation to accuracy monitoring, bias mitigation and investigation.
- 16.2. GE Vernova shall have an additional audit right where required by applicable law, a regulatory authority, or in the case of suspected non-compliance having a material impact on GE Vernova.
17. Version change control. You shall provide at least 30 days' prior written notice of any material model, dataset, or parameter change that is reasonably likely to affect performance, security, explainability, or output characteristics for GE Vernova, or the use of GE Vernova Content. You shall make available to GE Vernova information on any such version or model change, including the nature, scope, and anticipated impact of the change. Where the change cannot be avoided, where the change would result in materially changed features, GE Vernova may at its own discretion choose to (i) elect to defer or opt out, or, (ii) terminate the affected order form, statement of work, task order, or other ordering document, or the relevant AI feature, without prejudice to its other termination rights under the Agreement.
18. Termination. Without prejudice to any other rights of GE Vernova under the Agreement, GE Vernova shall be entitled, at its own discretion, to terminate the Agreement, or any applicable order form, statement of work, task order, or other ordering document issued thereunder, with immediate effect upon written notice to the Supplier, in the event of any degradation of the Services or deterioration in the quality of the outputs delivered by the Supplier.
19. Indemnification. You shall defend, indemnify, and hold harmless GE Vernova and its Affiliates from and against any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:
- 19.1. your use of any publicly available or open-source AI tool, model, or service in performing the Services or creating any deliverable, including any resulting third-party intellectual property, confidentiality, or data privacy claim;
- 19.2. any third-party claim that any AI-generated or AI-assisted output incorporated into a deliverable infringes, misappropriates, or otherwise violates any intellectual property right of a third party; and
- 19.3. any AI-related operational failure, data incident, or service disruption in connection with the Services, solely to the extent caused by your fault, negligence, or willful misconduct or that of your subcontractors.

The indemnification obligations under this Section 19 are subject to the same procedural requirements and caps as defined in the Agreement and shall be aggregated with, and not additional to, any applicable cap thereunder, provided that such cap shall not apply to claims arising under paragraph 19.2 or to losses resulting from fraud, willful misconduct, or gross negligence.

SECTION IV – NON-AI SERVICES

This Section IV applies solely where and to the extent Supplier provides Non-AI Services to GE Vernova under the Agreement.

20. Duty of care. You acknowledge that you remain fully responsible for the accuracy, quality and completeness of all deliverables provided under the Agreement, regardless of whether AI tools were used in their preparation.

21. AI output disclosure. You shall notify GE Vernova where artificial intelligence tools or systems have been used in the preparation, development, or production of any deliverable provided under this Agreement, including a summary of the nature of such use.
22. AI input restriction. You shall not input, upload, transmit or otherwise expose any GE Vernova Personal Data or GE Vernova Confidential Information into any AI tool or system in connection with Non-AI Services, including in prompts, unless (i) prior disclosure has been made to and approved by GE Vernova, or (ii) in an aggregated or anonymized manner using state-of-the-art technical measures.
23. Shadow AI controls. You shall maintain and enforce (i) written policies prohibiting the use of Shadow AI; (ii) adequate awareness training at least annually; and (iii) internal monitoring mechanisms to detect and prevent Shadow AI.
24. Approved purpose only. You shall use AI solely for the documented and GE Vernova-approved purpose and shall not rely on, incorporate, or embed AI-generated outputs in deliverables for the benefit of any party other than GE Vernova.
25. Indemnity – Non-AI Services. Where any AI-generated or AI-assisted content is incorporated into deliverables provided to GE Vernova, or its Affiliates, you shall defend, indemnify, and hold harmless GE Vernova and its Affiliates from and against any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:
 - 25.1. any third-party claim that such AI-generated or AI-assisted content infringes, misappropriates, or otherwise violates any intellectual property right of a third party;
 - 25.2. any inaccuracy, error, or omission in such AI-generated or AI-assisted content that you have failed to identify, correct, or disclose prior to delivery, including any resulting liability to GE Vernova or any third party; and
 - 25.3. any breach of applicable law, regulation, or contractual obligation (including obligations of confidentiality and data privacy) arising from the use of AI tools or models in the creation of such content.