



THE J.M. SMUCKER Co

AI Terms

Version Date: November 22, 2024

In the event that any provisions of this Exhibit (AI Terms) are inconsistent or conflict with the terms of the Agreement and/or any Statement of Work, purchase order, insertion order, or other terms between the Parties, the provisions of this Exhibit (AI Terms) shall govern with respect to such inconsistency or conflict. The obligations herein shall survive expiration or termination of the Agreement to the extent that Service Provider has any Smucker Proprietary Data in its possession or control. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement, including Exhibit (Security Measures).

1. Definitions.

“**AI Laws**” shall mean all Applicable Law and the most stringent industry and government standards, guidelines, and recommendations applicable to responsible, ethical, non-discriminatory, explainable, fair, accountable, transparent, reliable, secure, privacy-respecting, unbiased, and lawful AI Technology development and use.

“**AI Technology**” shall mean natural language processing tools, products, or services, machine learning capabilities, automated decisionmaking technology, models, and all artificial intelligence software, systems, process, or technology.

2. Use of AI Technology. Service Provider shall not use, disclose, or otherwise Process any Smucker Proprietary Data (or any derivative of, subset of, or compilation including Smucker Proprietary Data) on, through, or using any AI Technology except as may be authorized by Smucker in a Statement of Work that includes a plain language explanation of the purpose for which Service Provider will use such AI Technology in providing services to Smucker (together with a description of the features and functions of such AI Technology) and then only in accordance with the terms of the Agreement including, without limitation, this Exhibit (AI Terms) and the purpose as set forth in the applicable Statement of Work. In no event shall Service Provider or any party acting on Service Provider’s behalf: a) Process Smucker Personal Data (or any derivative of, subset of, or compilation including Smucker Personal Data) using AI Technology or otherwise use AI Technology in connection with the Processing of Smucker Personal Data; or b) Process Smucker Proprietary Data (or any derivative of, subset of, or compilation including Smucker Proprietary Data) to train any AI Technology (including, without limitation, any models associated therewith) that would be used or made available for use by any party other than Smucker or otherwise for any other purpose other than as necessary to provide the services to Smucker and in accordance with this Section 2. Service Provider represents, warrants, and covenants that, in connection with any use of AI Technology, no Smucker Proprietary Data Processed on, through, or using AI Technology will be accessible to, or accessed, transmitted, or received by, any third party.

3. Risk Management. Prior to using any AI Technology hereunder and annually thereafter, Service Provider shall conduct an AI risk assessment to identify and evaluate any known and reasonably foreseeable risks that may arise when the AI Technology is used for its intended purposes (each, an “**AI Risk Assessment**”). Based on the results of each AI Risk Assessment, Service Provider shall create and implement appropriate and targeted risk management measures to eliminate, reduce, control and manage those risks.

4. Monitoring and Oversight. Service Provider shall continuously monitor and have oversight over the operation of the AI Technology to ensure conformity to the requirements of this Exhibit (AI Terms) and AI Laws. Service Provider shall provide sufficient information to enable Smucker and its users to understand how the AI Technology (including its rules, configurations, and workflows) operates when the AI Technology is being used hereunder. Service Provider shall further ensure that the outputs by and from the AI Technology hereunder can be traced back to the applicable inputs used or relied upon in order to arrive at a particular output.
5. Compliance. All AI Technology used by or on behalf of Service Provider in connection with the Agreement shall be conceived, created, authored, invented, developed, reduced to practice, provided, and made available in compliance with all AI Laws. Without limiting the foregoing, Service Provider represents and warrants that the use of the AI Technology and any outputs therefrom, all collection, use, and other processing of data, information, and material in connection with the training, testing, and informing of the AI Technology, and any and all training, testing, demonstrating, and informing of the AI Technology, shall have been in compliance with, and shall comply with, all AI Laws and will not violate the rights of any person or entity. Service Provider further represents and warrants that Service Provider maintains and adheres to policies and procedures relating to the ethical and responsible provision of AI Technology and related services, including, without limitation, for development and implementing the AI Technology in a manner that promotes lawfulness, fairness, transparency, interpretability, explainability, accuracy, and accountability and identifying and mitigating bias in the AI Technology.
6. Quality Assurance. Service Provider represents and warrants that (a) the AI Technology has been designed, trained, and developed in a manner that minimizes the risks that outputs will be incorrect or inaccurate, contain hallucinations or false information, or be deceptive or misleading; and (b) the AI Technology has been and shall be designed and developed, and Service Provider shall ensure that it operates, in such a way that Service Provider's personnel can and will detect signs of harm, malfunctions, service failures, anomalies, and unexpected performance, understand, interpret and correctly explain the outputs, and intervene in, interrupt or stop its operation where risks of harm arise.
7. Non-Infringement. Service Provider represents and warrants that neither (a) the conception, creation, authoring, invention, development, reduction to practice, provision, making available, or licensing of, (b) any training, testing, or informing of, nor (c) the generation of or exercise of any rights in or to any outputs by or from any AI Technology shall have infringed, misappropriated, or violated, or shall infringe, misappropriate, or violate, any proprietary, privacy, publicity, moral, intellectual property, or other right of any person or entity.
8. Ownership. All right, title, and interest in and to any and all inputs or prompts into, and outputs by and from the AI Technology and any other results and proceeds of the use of AI Technology in connection with the services provided to Smucker or otherwise on behalf of Smucker (including, without limitation, any improved or trained model or AI Technology in connection with such services) shall be deemed Smucker Proprietary Data and, to the full extent possible under Applicable Law, Work Product under the Agreement and shall be owned solely and exclusively by Smucker; to the extent that all intellectual property rights in all of the foregoing do not vest in Smucker, Service Provider hereby assigns, transfers, and conveys to Smucker any and all right, title, and interest in and to all of the foregoing effective as of the date such is conceived, created, authored, invented, developed or reduced to practice. Service Provider shall neither have, nor exercise, any right, title, or interest therein or thereto, including, without limitation, to access, reproduce, distribute, or use any such prompts, inputs, outputs, or improved or trained models or AI Technology to train, test, or inform any deliverable, software, customization, works of authorship, material, invention, item, discovery, or work product for the direct or indirect benefit of any person or entity other than Smucker.
9. Destruction. Service Provider shall securely delete from its systems and the AI Technology all inputs, prompts, outputs, and any other results and proceeds of the use of the AI Technology after providing the outputs and any other results and proceeds to Smucker hereunder, unless otherwise set forth in

the applicable Statement of Work as required under Section 2 of this Exhibit (AI Terms). In addition, Service Provider shall deliver to Smucker and then securely delete all instances and versions of AI Technology or part thereof trained, tuned, or modified by or on behalf of Smucker upon the termination of the Agreement (or earlier if so requested by Smucker). Service Provider shall provide Smucker a certificate confirming the return and deletion in accordance with the terms of this Section 9.

10. Audits. During the term of the Agreement and for four years thereafter (the "**AI Audit Period**"), Service Provider shall maintain complete and accurate documentation, information, correspondence, logs, notes, processes and practices, and other books and records necessary or appropriate to document its full compliance with the AI Terms. During the AI Audit Period, upon prior written notice by Smucker, Smucker (or its designee) shall have the right to audit, examine, and inspect Service Provider's use of AI Technology and compliance with this Exhibit (AI Terms). Service Provider shall, at its cost and expense, provide all reasonable cooperation requested by Smucker in connection with any such audit, examination, or inspection. If any audit, examination, or inspection reveals that Service Provider has materially breached this Exhibit (AI Terms), Service Provider shall reimburse Smucker's reasonable costs and expenses related to the audit, examination, or inspection. In addition to the audit, examination, and inspection rights set forth in this Section 10, at any time upon Smucker's request, Service Provider shall promptly provide to Smucker such data and information reasonably requested by Smucker related to Service Provider's use of AI Technology and/or Service Provider's obligations hereunder.
11. Liability. No limitation of liability provisions in the Agreement (or any other agreement between the Parties) shall apply to any breach or alleged breach of this Exhibit (AI Terms) by Service Provider.