

SPARTA SERVICES

Managed Intelligence Provider

Service Attachment for Artificial Intelligence Services

Effective Date

July 24, 2026

Document Version

Version 1.0.0

This Service Attachment supersedes and replaces all prior versions.

This Service Attachment is between Sparta Services LLC (hereinafter "Provider," "we," "us," or "our") and Client found on the applicable Order (sometimes referred to as "you" or "your") and, together with the Order, Master Services Agreement, Schedule of Services, and other relevant Service Attachments, forms the Agreement between the parties.

Sparta Services is a Managed Intelligence Provider delivering Advisory, Solution Development, Managed Service, and Training across the full artificial intelligence lifecycle. Provider will deliver only the Services itemized in the Services section of the Order. Additional Services may be added only by entering into a new Order.

The parties further agree as follows:

1. Definitions

For the purposes of this Service Attachment, the following terms shall have the meanings specified below:

AI Services	The artificial intelligence-based services provided by Sparta Services under this Agreement, including but not limited to AI advisory, solution development, managed AI operations, AI-driven analytics, process automation, client interaction services, and AI application development.
AI-Generated Outputs	Any data, content, analyses, or other materials generated by the AI Services as a result of processing Client's data or through interactions with Client's systems.
AI Models	Computational models developed or used by Sparta Services that simulate human intelligence processes, including machine learning models, neural networks, large language models, and algorithms.
Client Data	Any data, information, or material provided by Client to Sparta Services for the purpose of receiving AI Services, including operational data, client information, and business intelligence.
Data Sources	The origins of data used by the AI Services, which may include Client Data, publicly available data, and data from third-party providers.
Implementation Support	Services provided by Sparta Services to assist Client in integrating and deploying AI Services within Client's operational environment, including vendor selection, proof of concept development, and implementation oversight.
Innovation Workshops	Collaborative sessions conducted by Sparta Services with Client's teams to explore potential AI use cases, innovative applications, and strategic planning for AI deployment.

Machine Learning	A subset of AI involving algorithms that allow computers to learn and make decisions based on data, without being explicitly programmed for each specific task.
Managed AI Service	Ongoing operational support and management of Client's AI systems, models, and workflows by Sparta Services, including monitoring, optimization, incident response, and continuous improvement.
Strategic AI Advisory	Consulting services aimed at evaluating Client's readiness for AI integration, developing AI strategies aligned with business objectives, and facilitating innovation workshops.
Technical Support	Support services provided by Sparta Services to address technical issues, troubleshoot problems, and ensure continuous operation of AI Services.
Third-Party Components	Software, data, or services not developed or owned by Sparta Services but used in the delivery of AI Services, including open-source software and third-party APIs.

2. Services

Sparta Services shall provide the following AI Services to Client, organized across four core practice areas: Advisory, Solution Development, Managed Service, and Training.

2.1 Advisory

Sparta Services' Advisory practice provides strategic counsel and expert guidance to ensure Client's AI initiatives are purposeful, measurable, and aligned with business objectives.

AI Readiness Assessment

Sparta Services shall evaluate Client's existing technological infrastructure, data maturity, organizational culture, and workforce capabilities to assess readiness for AI integration, documenting findings in a prioritized readiness report.

AI Strategy Development

Sparta Services shall assist Client in developing a comprehensive strategic plan for AI adoption aligned with Client's business objectives. The plan will identify high-value use cases, resource requirements, risk considerations, and a phased roadmap for AI deployment.

Innovation Workshops

Sparta Services will facilitate structured sessions with Client's leadership and functional teams to identify potential AI use cases and innovative applications that address industry-specific challenges and strategic priorities.

AI Ethics and Governance Advisory

Sparta Services shall provide guidance on responsible AI usage, including frameworks for bias mitigation, explainability, model governance, and adherence to applicable regulations and industry standards.

Emerging Technology Advisory

Sparta Services shall keep Client informed of emerging AI technologies, market trends, and regulatory developments that may present opportunities or risks to Client's operations.

2.2 Solution Development

Sparta Services' Solution Development practice designs, builds, and validates custom AI solutions tailored to Client's operational requirements.

Use Case Identification and Prioritization

Sparta Services shall collaborate with Client to identify, assess, and prioritize AI use cases based on potential business impact, data availability, and technical feasibility.

Solution Architecture Design

Sparta Services is responsible for designing the architecture of AI solutions, including selection of suitable models and technologies, establishing data pipelines, and ensuring seamless integration with Client's existing systems.

Proof of Concept (PoC) Development

Sparta Services shall assist in the development and execution of PoCs to validate the feasibility and expected impact of proposed AI solutions prior to full-scale implementation.

Custom AI Application Development

Sparta Services will design and build custom AI applications, integrating AI workflows into Client's operations. Ongoing support, updates, and training will ensure applications meet Client's evolving needs.

AI-Driven Client Interaction Solutions

Sparta Services will develop and deploy custom AI chatbots, virtual assistants, and voice interaction tools designed to enhance client service, personalize interactions, and optimize the client journey.

Process Automation Solutions

Sparta Services shall deliver process mapping, custom automation solutions, and integration services to automate repetitive tasks and streamline operations, including document processing, workflow automation, and continuous process improvement.

Implementation Roadmap Development

Sparta Services shall develop a phased implementation roadmap detailing key milestones, resource requirements, dependencies, and timelines for the effective deployment of AI solutions.

2.3 Managed Service

Sparta Services' Managed Service practice provides ongoing operational ownership of Client's AI environment, ensuring reliability, performance, and continuous improvement.

Vendor and Technology Selection

Sparta Services shall advise Client on selecting appropriate AI technologies and vendors, taking into account Client's specific use cases, budget, security requirements, and existing infrastructure.

Implementation Oversight

Sparta Services shall provide oversight and expert guidance during AI project implementation to ensure alignment with strategic vision and adherence to technical and ethical standards.

Performance Monitoring and Reporting

Sparta Services will continuously monitor AI service performance and provide Client with periodic reports detailing usage metrics, model performance, anomalies, and recommendations for improvement.

KPIs and Metrics Definition

Sparta Services shall assist Client in defining key performance indicators (KPIs) and success metrics to evaluate the effectiveness and business impact of AI initiatives.

Continuous Improvement

Sparta Services commits to ongoing optimization of AI solution performance based on monitoring data and analytics, proactively identifying and implementing enhancements.

Issue Resolution and Escalation

Sparta Services shall establish and maintain a documented issue resolution and escalation process to promptly address service-related concerns raised by Client.

Data Governance Support

Sparta Services shall advise on the creation and maintenance of a comprehensive data strategy that ensures the integrity, accessibility, security, and compliance of data utilized across AI solutions.

2.4 Training

Sparta Services' Training practice builds AI fluency and organizational capability, enabling Client's teams to effectively adopt, govern, and extend AI investments.

AI Literacy Training

Sparta Services shall deliver training programs to enhance AI literacy across Client's workforce, covering foundational AI concepts, tools, responsible use best practices, and applied use case demonstrations relevant to Client's industry.

Role-Based Technical Training

Sparta Services shall provide targeted technical training for Client's data, technology, and operations teams covering the AI tools, platforms, and workflows deployed under this Agreement.

Change Management Support

Sparta Services shall assist with change management efforts to facilitate smooth adoption of AI technologies, addressing cultural shifts, skill gaps, workflow adjustments, and stakeholder communication.

Innovation Roadmapping

Sparta Services shall assist Client in periodically reviewing and updating their AI strategy and roadmap to incorporate new technologies, emerging capabilities, and evolving business priorities.

3. Acceptance Testing

Upon completion of the deployment phase of any AI Service or upon delivery of any custom AI development, Sparta Services shall notify Client that the service is ready for Acceptance Testing.

3.1 Testing Period

Client shall have fifteen (15) business days from the date of notification to conduct Acceptance Testing. Sparta Services shall provide reasonable support during this period, including access to documentation, tools, and technical assistance.

3.2 Scope

Acceptance Testing shall cover all functional, performance, and integration aspects of the AI Services as detailed in the service specifications of this Agreement. Client shall use reasonable and industry-standard testing methods appropriate for the services being tested.

3.3 Acceptance Criteria

The AI Services will be deemed to have passed Acceptance Testing if:

- The services perform in accordance with the functional specifications and performance standards set forth in the Order.
- No critical defects are identified that would significantly impact Client's ability to use the services for their intended purpose.
- Minor defects identified during Acceptance Testing shall be documented and scheduled for correction but will not preclude acceptance of the AI Services.

3.4 Testing Failure

If the AI Services do not pass Acceptance Testing, Client shall notify Sparta Services in writing within ten (10) business days of completion of the Testing Period, detailing the deficiencies found. Sparta Services shall have thirty (30) business days to correct the identified deficiencies and resubmit for Acceptance Testing.

3.5 Rejection

If after three (3) attempts the AI Services still fail to meet the Acceptance Criteria, Client may either:

- Reject the AI Services and terminate this Agreement with respect to the failed services without penalty; or
- Accept the AI Services with deficiencies, subject to a negotiated reduction in fees or other mutually agreed remedial measures.

3.6 Acceptance

Upon acceptance, Client shall provide Sparta Services with a written statement of acceptance. Acceptance shall not waive any of Client's rights under the warranty provisions of this Agreement or limit Sparta Services' obligations to address subsequently discovered defects.

4. Provider Obligations

4.1 Compliance and Standards

Sparta Services shall ensure all services are performed in compliance with applicable laws, regulations, and industry standards, particularly those relating to data protection, privacy, and AI ethics. Sparta Services agrees to maintain all necessary licenses, certifications, and authorizations required to perform the services.

4.2 Data Protection and Security

Sparta Services will implement and maintain robust security measures to protect Client's data against unauthorized access, disclosure, alteration, or destruction. Sparta Services will notify Client promptly of any data breaches or security incidents that impact Client's data.

4.3 Customization and Integration

Sparta Services shall work with Client to customize and integrate AI-driven services into Client's existing systems and workflows. Sparta Services will reasonably assist Client with required system modifications or integrations related to service delivery. Additional charges may apply for services beyond the scope of the Order.

4.4 Performance Monitoring and Reporting

Sparta Services will monitor the performance of all AI services and provide Client with periodic reports detailing usage, performance metrics, and insights into potential improvements.

4.5 Issue Resolution and Escalation

Sparta Services shall establish and maintain a documented issue resolution and escalation process to promptly address any service-related issues raised by Client.

4.6 Innovation and Advisory

Sparta Services will proactively advise Client on emerging AI technologies and innovations that could enhance Client's business operations or offer new opportunities for growth and efficiency.

5. Client Obligations

5.1 Provision of Information

Client shall provide all necessary information regarding its current systems, software, and hardware that Sparta Services deems necessary for the provision of AI services. Client agrees to promptly disclose any changes in operational processes, technology infrastructure, or business objectives that might impact services provided.

5.2 Access and Assistance

Client shall grant Sparta Services and its authorized personnel access to its facilities, systems, and information as required for delivering the services, and shall make its personnel reasonably available for consultations, meetings, and implementation activities.

5.3 Data Provision and Quality

Client is responsible for providing data meeting quality standards specified by Sparta Services, including accuracy, completeness, and relevancy. Client shall ensure it has the right to use and provide such data to Sparta Services, adhering to applicable data protection and privacy laws.

5.4 Compliance with Laws

Client is responsible for ensuring that its use of the AI services complies with all applicable laws, regulations, and industry standards, including data protection and privacy laws, intellectual property rights laws, and any specific regulations governing Client's industry.

5.5 Security and Confidentiality

Client shall implement reasonable security measures to protect access to its systems and the data used in conjunction with the AI services. Client agrees to maintain the confidentiality of any proprietary information, tools, or methodologies provided by Sparta Services.

5.6 Cooperation and Coordination

Client will cooperate with Sparta Services in good faith and coordinate internally to facilitate effective delivery and implementation of the AI services, including timely feedback and decision-making to support project timelines.

5.7 Ethical Use of AI

Client agrees to use the AI services ethically, in a manner that respects privacy rights, avoids discrimination, and complies with ethical guidelines provided by Sparta Services.

5.8 Notification of Issues

Client shall promptly notify Sparta Services of any issues, concerns, or malfunctions related to the AI services and provide detailed information to aid in their resolution.

6. Intellectual Property

6.1 Pre-Existing Intellectual Property

Each party retains all right, title, and interest in and to its pre-existing intellectual property. Client grants Sparta Services a non-exclusive, worldwide, royalty-free license to use Client's pre-existing intellectual property solely for the purpose of performing the services under this Agreement.

6.2 AI-Generated Outputs

Client shall own the intellectual property rights in any data, content, or materials generated by AI services specifically for Client's use under this Agreement, subject to any third-party rights in the underlying data or algorithms. Client is responsible for ensuring that use of AI-generated outputs complies with applicable laws and does not infringe upon third-party intellectual property rights.

6.3 Custom Developments

Custom Developments.

Subject to payment of all Fees, Client shall own the specific Deliverables expressly identified in an Order as Client-Owned Deliverables.

Provider retains all right, title, and interest in and to:

- (a) Background Technology;
- (b) AI Models;
- (c) prompts;
- (d) frameworks;
- (e) automations;
- (f) workflows;
- (g) methodologies;
- (h) templates;
- (i) reusable code;
- (j) libraries;
- (k) accelerators; and
- (l) all modifications, enhancements, derivative works, and improvements thereto.

No ownership rights in Provider Intellectual Property are transferred under this Agreement.

6.4 Third-Party Materials and Open-Source Software

Sparta Services may use third-party materials, including open-source software, in the development or delivery of AI services. Sparta Services shall ensure such use complies with respective licenses and shall inform Client of any third-party materials that require attribution or impose restrictions on AI-generated outputs.

6.5 Intellectual Property Indemnification

Sparta Services agrees to indemnify Client against any claims arising from a breach of intellectual property rights related to the Services provided, except where such claims arise from Client's data or Client's use of AI-generated outputs beyond the scope of this Agreement. Client agrees to indemnify Sparta Services against any claims arising from Client's use of AI-generated outputs in violation of third-party intellectual property rights.

7. Data Rights and Ownership

For purposes of this Service Attachment, "AI Data" shall include all data provided by Client to Sparta Services for the purpose of receiving AI Services ("Client AI Data"), as well as all data and materials generated by the AI Services ("AI-Generated Data").

7.1 Ownership of Client AI Data

Client retains all right, title, and interest in and to Client AI Data. Sparta Services acknowledges that it has no ownership rights over Client AI Data. Client grants Sparta Services a non-exclusive, worldwide, royalty-free license to access, use, and process Client AI Data solely for the purpose of performing the AI Services.

7.2 Ownership of AI-Generated Data

AI-Generated Data shall be owned by Client, subject to any underlying rights of third parties in the data or content from which such data is derived. Client grants Sparta Services a non-exclusive, royalty-free right to use AI-Generated Data for improving its AI Services, research and development, and enhancing AI models, subject to the confidentiality obligations of this Agreement.

7.3 Data Usage Rights

Client grants Sparta Services the right to use aggregated and anonymized data derived from Client AI Data and AI-Generated Data for analytics, benchmarking, and service improvement, provided such use does not reveal the identity of Client or any of its employees, clients, or customers. Sparta Services shall not sell, lease, or otherwise provide access to Client AI Data or AI-Generated Data to any third party except as permitted by this Agreement or with Client's prior written consent.

7.4 Return and Deletion of Data

Upon termination or expiration of this Service Attachment, Sparta Services shall, at Client's option, return all Client AI Data and AI-Generated Data to Client or securely destroy such data and certify to Client that it has done so, unless required to retain the data by law.

8. Exclusions

Sparta Services is not responsible for failures to provide Services caused by the following conditions:

- Third-Party Services and Products -- Issues resulting from third-party services or products not directly supplied or controlled by Sparta Services.
- Client's Failure to Follow Recommendations -- Failures or performance issues resulting from Client's disregard for Sparta Services' recommendations or instructions.
- Unauthorized Modifications -- Problems stemming from unauthorized alterations to the service or system by Client or third parties.
- Force Majeure -- Delays or failures in performance caused by events beyond Sparta Services' reasonable control, including natural disasters, government actions, or terrorism.
- Pre-existing Conditions -- Issues pre-dating the Agreement or unrelated to the provided services.
- Compliance with Laws -- Ensuring compliance with applicable laws and regulations remains Client's obligation.
- Unauthorized Access or Security Breaches -- Unauthorized access or breaches not caused by Sparta Services.
- Bias and Fairness -- Outcomes influenced by biases inherent in AI models or data supplied by Client.
- AI Hallucinations -- Inaccuracies or fabrications produced by AI models due to the probabilistic nature of AI technology.
- Model Interpretability -- Lack of detailed explanations for AI model decisions due to the "black box" nature of certain AI technologies.
- Unpredictable AI Behavior -- Unforeseen AI system behaviors resulting in unintended outcomes.
- Data-Driven Limitations -- Limitations arising from inadequate or poor-quality data supplied by Client or inherent in utilized datasets.
- Ethical Use and Compliance -- Client is solely responsible for ensuring the ethical use and legal compliance of AI-driven outputs.
- Continuous Learning Changes -- Changes in AI behavior due to continuous learning processes not directly managed by Sparta Services.
- Intellectual Property Claims from AI Outputs -- Claims of intellectual property infringement arising from AI-generated content.
- Disruption of Data Sources -- Interruption or cessation of access to essential data sources or third-party services due to reasons outside Sparta Services' control.
- AI Model Failure -- Sudden failure or degradation of AI models due to the complex nature of AI technologies where issues cannot be promptly resolved.
- Regulatory or Legal Changes -- Changes in laws, regulations, or government policies that restrict or impose additional burdens on AI deployment.
- Infrastructure Failures -- Failures in critical infrastructure caused by external factors such as cyberattacks, cloud provider outages, or natural disasters.

9. Disclaimer of Warranties

9.1 As-Is

Sparta Services furnishes all AI-driven services, including AI models, algorithms, software, and AI-generated content or data, on an "as is" and "as available" basis. Sparta Services expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.2 No Guarantee of Results

Sparta Services makes no warranty that the AI services will meet Client's requirements or achieve any intended results. Due to the probabilistic nature of AI technologies, service performance can be unpredictable, and Client acknowledges that services are provided without any guarantee of accuracy, completeness, or reliability of AI-generated outputs.

9.3 Third-Party Components

Sparta Services disclaims any warranty related to third-party components, data, or materials used in conjunction with the AI services, including any warranty of accuracy, reliability, or effectiveness.

9.4 No Warranty of Uninterrupted Use

Sparta Services does not warrant that the provision of AI services will be uninterrupted, timely, secure, or error-free, nor does it make any warranty as to results that may be obtained from use of the AI services.

9.5 Client Responsibility

Client acknowledges full responsibility for the selection of AI services to achieve its intended results and for the use and results obtained. Client must regularly review and validate AI-generated outputs for accuracy and appropriateness for the intended use.

9.6 No Professional Advice; Client Validation of AI Outputs

Client acknowledges and agrees that Artificial Intelligence technologies are inherently probabilistic, non-deterministic, and capable of generating inaccurate, incomplete, misleading, fabricated, biased, outdated, or otherwise defective outputs ("AI Outputs").

Provider does not represent, warrant, or guarantee the accuracy, completeness, reliability, legality, suitability, fitness, or regulatory compliance of any AI Output.

AI Outputs are provided solely as informational and operational assistance tools and shall not be construed as:

- (a) legal advice;
- (b) tax advice;
- (c) accounting advice;
- (d) financial or investment advice;
- (e) medical advice;
- (f) employment advice;
- (g) regulatory compliance advice;
- (h) cybersecurity advice; or
- (i) any other professional advice requiring independent professional judgment.

Client shall be solely responsible for reviewing, validating, testing, verifying, and approving all AI Outputs prior to reliance, publication, implementation, distribution, or use.

Client shall not use AI Outputs as the sole basis for decisions that may reasonably be expected to produce significant legal, financial, employment, regulatory, healthcare, safety, security, or other material consequences without independent human review and validation by appropriately qualified personnel.

Provider shall have no liability arising from:

- i. Client's reliance upon AI Outputs;
- ii. actions or omissions taken by Client based upon AI Outputs;
- iii. inaccuracies, hallucinations, omissions, bias, or defects contained within AI Outputs;
- iv. decisions made using AI Outputs; or
- v. business, financial, regulatory, legal, reputational, or operational consequences resulting from use of AI Outputs.

Client assumes all responsibility and risk associated with its use of AI Outputs.

9.7 No Guarantee of Business Outcomes

Provider does not guarantee any business outcome, performance improvement, productivity increase, cost reduction, revenue increase, compliance result, operational result, customer satisfaction metric, return on investment, competitive advantage, or other anticipated benefit arising from the Services.

Any projections, forecasts, assessments, readiness evaluations, recommendations, strategic guidance, implementation roadmaps, or AI-related analyses are estimates only and shall not constitute warranties, guarantees, commitments, or representations of future performance.

Client acknowledges that actual outcomes depend upon numerous factors outside Provider's control, including Client implementation decisions, data quality, third-party systems, workforce adoption, regulatory developments, and market conditions.

10. Term and Termination

10.1 Term

This Service Attachment is effective on the date specified on the Order (the "Service Start Date"). Unless properly terminated, this Attachment will remain in effect through the end of the term specified on the Order (the "Initial Term").

10.2 Renewal

THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO SPARTA SERVICES' THEN-CURRENT TERMS AND CONDITIONS, PROVIDED SUCH TERMS HAVE BEEN NOTICED TO CLIENT AND TAKE EFFECT AS PROVIDED IN SECTION 1 (CONTRACT HIERARCHY) OF THE MASTER SERVICES AGREEMENT.

10.3 Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, Sparta Services will deliver those Services on a month-to-month basis until one party provides written notice of intent to terminate, in which case Sparta Services will cease delivering those Services at the end of the next calendar month following receipt of such written notice.

10.4 Early Termination by Client With Cause

Client may terminate this Service Attachment for cause following sixty (60) days' advance written notice to Sparta Services upon occurrence of any of the following:

- Sparta Services fails to fulfill in any material respect its obligations under this Service Attachment and fails to cure such failure within thirty (30) days following receipt of Client's written notice.
- Sparta Services terminates or suspends its business operations unless succeeded by a permitted assignee under the Agreement.

10.5 Early Termination by Client Without Cause

If Client has satisfied all of its obligations under this Service Attachment, no sooner than ninety (90) days following the Service Start Date, Client may terminate without cause during the Initial or Renewal Term upon sixty (60) days' advance written notice, provided that Client pays Sparta Services a termination fee equal to fifty percent (50%) of the recurring Monthly Service Fees remaining through the end of the Term.

10.6 Termination by Sparta Services

Sparta Services may elect to terminate this Service Attachment upon thirty (30) days' advance written notice, with or without cause. Sparta Services has the right to terminate immediately for illegal or abusive Client conduct. Sparta Services may suspend Services upon ten (10) days' notice if Client violates a third party's end user license agreement regarding provided software. Sparta Services may suspend Services upon fifteen (15) days' notice if Client's action or inaction hinders Sparta Services from providing the contracted Services.

10.7 Effect of Termination

As long as Client is current with payment of all applicable Fees, Sparta Services will assist Client in the orderly termination of services, including timely transfer of Services to another designated provider. Client shall pay Sparta Services at its then-prevailing rates for any transition assistance. Termination for any reason immediately nullifies all access to Sparta Services' services.

Upon request, Sparta Services may provide Client a copy of Client Data in exchange for a data-copy fee at Sparta Services' then-prevailing rates. After thirty (30) days following termination, Sparta Services shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data in its possession or control.

Client agrees that upon termination or off-boarding, Client shall pay all remaining third-party service fees and any applicable third-party termination fees.