PROS AI Terms

Dated: September 9, 2026

Capitalized terms used in these PROS AI Terms that are not defined herein shall have the meanings given in the PROS Master Subscription Agreement (or other such titled written or electronic agreement addressing the same subject matter) between PROS and Customer ("***MSA***"). Capitalized terms defined both in these PROS AI Terms and elsewhere in the MSA shall have the meanings given in these PROS AI Terms. These AI Terms govern Customer's use of features and functionalities within the Subscription Service that use or incorporate artificial intelligence or machine learning, including predictive, statistical, optimization, decision-support, and generative models and capabilities, whether or not such features or functionalities generate new content ("***PROS AI***"). In the event of any conflict between these AI Terms and the MSA with respect to PROS AI, the Input or the Output, these AI Terms will control.

1. Input and Output.

1.1. "***Input***" is the data, content, instructions, parameters, or other information Customer or its Users provide or make available to PROS for processing by PROS AI.

1.2. "***Output***" is the data or other content generated by PROS AI that is prompted by or generated from the Input, including predictions, forecasts, recommendations, scores, classifications, optimized results, and other analyses, whether presented in textual, visual, audiovisual, numeric, or other form.

Customer is solely responsible for the use of any Output, including reviewing, validating, and determining its accuracy and suitability for Customer's intended use. AI-generated Output may contain inaccuracies and may vary depending on the Input and applicable assumptions, constraints, and data. Customer will maintain appropriate human oversight prior to relying on Output to take any decisions or actions. Customer will ensure it has all necessary rights and permissions to share the Input and that any use of PROS AI complies with the PROS Acceptable Use Policy ("***AUP***"). To the maximum extent permitted by applicable law, the Output is provided "as is", without warranty of any kind, whether express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, or as to the accuracy or completeness of any Output. The warranty terms and disclaimers of the MSA apply to PROS AI and the Output in addition to, and not in limitation of, the foregoing.

1.3. Customer retains all right, title, and interest it has in and to the Input and all Customer Data contained in the Output. Input and Customer Data contained in Output will be treated as Customer Confidential Information under the MSA. PROS Materials incorporated into or embodied in Output will be treated as PROS Confidential Information under the MSA. As between the parties, PROS retains all right, title, and interest in and to: (a) the Subscription Service, Documentation, and Deliverables; (b) all models, algorithms, methodologies, know-how, technology, processes, and other materials owned or licensed by PROS and used to provide the Subscription Service or generate any Output; and (c) all copies, modifications, improvements, and derivative works of the foregoing (by whomever produced), and all related intellectual property rights inherent therein, whether or not incorporated into or embodied in any Output (collectively, "***PROS Materials***").

As between the parties, and excluding any PROS Materials incorporated into or embodied in the Output, Customer owns the Output. To the extent any PROS Materials are incorporated into or embodied in the Output, PROS grants Customer a worldwide, non-exclusive, non-sublicensable, non-transferable license, during the Subscription Term, to access, reproduce, disclose, and use such PROS Materials solely as part of the Output (including Output that Customer has modified) for Customer's internal business purposes in connection with

its authorized use of the Subscription Service. Except for the rights expressly granted herein, Customer will not acquire any ownership rights in the PROS Materials by implication, estoppel or otherwise. Customer will not delete or in any manner alter any copyright, trademark, or other proprietary notice contained in or accompanying any Output or PROS Materials. For clarity, Customer's internal business purposes include using Output in the ordinary course of Customer's business to price, offer, distribute, and sell Customer's own products and services, including through Customer's distribution channels and partners. Customer may share Output with its Affiliates, employees, contractors, service providers, and distribution partners solely in support of Customer's internal business purposes, provided that such recipients are bound by confidentiality and use restrictions at least as protective as those in the MSA (including the restrictions on training, extraction, and reverse engineering set out in these PROS AI Terms and the PROS AUP), use the Output solely on Customer's behalf, and acquire no independent right or license in any PROS Materials. Customer is liable for any act or omission of such recipients as if it were Customer's own.

1.4. Customer will not, and will not permit any third party to: (a) use the Subscription Service, PROS AI, Output, PROS Materials, or any content or data derived from any of them to create, train, fine-tune, develop, or otherwise improve any machine learning algorithm or artificial intelligence system, including any architecture, model, or weights, or input or otherwise make any material portion of the Output available to a third-party artificial intelligence or machine learning model, system, platform, tool, service, or provider for any such purpose, in each case without PROS's prior written consent; or (b) reverse engineer (including by monitoring or tracking the inputs and outputs flowing through a system or application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover the source code, data representations, or underlying algorithms, processes, or methods of the Subscription Service or PROS AI, including by attempting to derive, reconstruct, or extract from any Output an underlying model, algorithm, methodology, source code, structure, or other proprietary element of PROS AI. Sub-section (a) does not prohibit: (i) Customer's internal evaluation or benchmarking of the performance of the Subscription Service itself; (ii) Customer's use of data that Customer holds independently of the Subscription Service; or (iii) processing of Output by Customer's own enterprise tools that do not train, and are not used to train, any model on that Output.

Customer acknowledges that a breach of the restrictions in this Section 1.4 is a material breach of the MSA, that monetary damages may not be an adequate remedy, and that PROS may seek injunctive relief and suspend access to PROS AI in accordance with the MSA. These restrictions apply to Output and PROS Materials however obtained, including through any interface made available under these PROS AI Terms.

2. PROS Obligations.

2.1. PROS will not share Customer's Input or Output with any other PROS customer or use any Customer-specific trained model for the benefit of another PROS customer. PROS will not use Input or Output to train, fine-tune, or improve any model that PROS makes generally available to its other customers. PROS will not permit its subcontractors or Third-Party AI Providers to use Input or Output to train or improve their models, and will contractually require them to retain Input and Output only for so long as necessary to provide the Subscription Service. PROS will process Personal Data contained in Input or Output only as necessary to provide the Subscription Service and in accordance with the Data Processing Addendum between PROS and Customer ("***DPA***") and applicable law. Except as necessary to provide, secure, support, maintain, or troubleshoot the Subscription Service, enforce the MSA, or comply with applicable law, PROS will not access, reproduce, distribute, or use Input or Output for the direct benefit of any third party. PROS will delete Input and Output in accordance with the retention and deletion provisions of the MSA and DPA, provided that copies maintained in routine backup or archival systems may be retained until deleted in the ordinary course, subject to the confidentiality and security obligations of the MSA. For clarity, the foregoing does not restrict PROS from using Usage Data or other data that PROS is permitted to use under the MSA, provided that such use does not identify Customer or any individual.

2.2. PROS will comply with the requirements of applicable laws and regulations governing artificial intelligence that apply to PROS in its role as provider of PROS AI, including the EU AI Act. Customer is responsible for the requirements that apply to Customer in its role as deployer. On Customer's reasonable request, PROS will provide information reasonably necessary to enable Customer to meet those requirements in respect of its

use of PROS AI. PROS will maintain documentation reasonably necessary to demonstrate its compliance with applicable laws governing PROS AI. Any review, audit, or inspection of such documentation will be conducted solely in accordance with the audit provisions of the MSA or DPA. PROS will not be required to disclose information concerning another customer, information protected by privilege, or information whose disclosure would reasonably be expected to compromise the security of PROS' or any third party's systems.

2.3. PROS' indemnification obligations set forth in the MSA shall apply to PROS AI and to Customer's authorized use of Output in accordance with the MSA and Documentation. PROS will have no liability for any claim arising from: (a) Input or other materials provided by or on behalf of Customer; (b) Customer's modification of Output; (c) the combination of Output with materials not provided by PROS, if the claim would have been avoided but for the combination; (d) use of Output contrary to the Documentation, the MSA, or an applicable Order; or (e) a third-party model, service, or other material selected, provided, or required by Customer and not provided or controlled by PROS.

3. Agents.

3.1. Agents are PROS AI that Users may direct to take certain actions on behalf of Customer or execute business processes ("***Agents***"). Agents may use multi-step reasoning, planning, tool usage, decision-making, or automated execution to perform tasks within parameters, permissions, business rules, guardrails, and approval workflows established or approved by Customer. Customer is responsible for its use of Agents, including determining whether any actions Agents may take are appropriate, authorising those actions, and appropriately supervising Agents' use and actions, including their Inputs, permissions, guardrails, approval workflows, and downstream actions. Logging and audit trail functionality for Agent actions is as described in the applicable Documentation. Actions taken by an Agent at Customer's direction, or within permissions or guardrails configured or approved by Customer, are attributed to Customer as if taken by a User. The limitations and exclusions of liability in the MSA apply to Agents, Agent actions, and Output.

3.2. To the extent expressly included in an applicable Order or Documentation, PROS may make available interfaces that enable Customer-authorized Agents to discover, invoke, query, or interact with functionality of the Subscription Service. Use of such interfaces is subject to PROS's applicable authentication, security, usage, technical, and Documentation requirements. Any additional integration, configuration, custom development, support, or interoperability standard requested by Customer will be subject to mutual written agreement. Output and other data obtained through such interfaces remain subject to these PROS AI Terms, including the restrictions in Section 1.4, and to the PROS AUP and any volume, rate, and fair use limits set out in the applicable Order or Documentation.

4. Third-Party AI Providers.

4.1. PROS AI may be powered in whole or in part by certain third-party AI service providers listed at https://pros.com/subprocessor-list ("***Third-Party AI Providers***"). PROS may utilize one or more Large Language Models (LLMs) or other models from Third-Party AI Providers as part of PROS AI. The specific AI models and Third-Party AI Providers may change from time to time at PROS' discretion in response to technology evolution, performance improvements, security considerations, regulatory requirements, and business needs. Such changes will not materially degrade the intended capabilities of PROS AI. Any Third-Party AI Provider that processes Personal Data will be treated as a Sub-processor and governed by the applicable provisions of the DPA, including its provisions on notice of, and objection to, changes to Sub-processors.

4.2. Customer acknowledges that PROS may share Input and Output with a Third-Party AI Provider solely to enable Customer's use of PROS AI and to provide, secure, support, maintain, or troubleshoot the Subscription Service.

5. General.

5.1 These PROS AI Terms apply in addition to the MSA. If there is a conflict between these PROS AI Terms and the MSA in respect of PROS AI, the Input or the Output, these PROS AI Terms prevail. If there is a conflict between these PROS AI Terms and the DPA in respect of Personal Data, the DPA prevails.

5.2 The provisions of these PROS AI Terms addressing intellectual property, confidentiality, restrictions on use and remedies, together with any provision that by its nature should survive, survive expiry or termination of the MSA.

5.3 PROS may update these PROS AI Terms from time to time by posting an updated version at https://pros.com/contracts-center/ and giving notice in accordance with the MSA, provided that no update will materially reduce Customer's rights or PROS' obligations during the then-current Subscription Term.

For more information about PROS AI you can visit the PROS AI FAQ.