Schedule 6 — AI Addendum

ATSC Global Limited · EU AI Act roles, transparency, data use, outputs, open-weight models and white-label rights

Field	Detail
Document reference	ATSC-SCH6-AI
Version	1.1, November 2026
Effective date	[DATE OF PUBLICATION]
Applies to	Every Service that contains an AI System, including RiddlerAI, AgilityX (RiddlerAI engine), and any AI feature in TaskR, Tax Master Pro, IP4AMS or DigitalFactory
Legal basis	Regulation (EU) 2024/1689 (the EU AI Act) as amended by Regulation (EU) 2026/1744. In force now: prohibited practices and AI literacy (since 2 February 2025), general-purpose AI model obligations (since 2 August 2025), Article 50 transparency (since 2 August 2026; marking of generated content for systems already on the market by 2 December 2026). Annex III high-risk obligations from 2 December 2027; Annex I from 2 August 2028.
Precedence	Prevails over the Agreement in relation to AI Systems (Agreement clause 1.1)

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1. Definitions

1.1 Capitalised terms not defined here have the meaning given in Schedule 1 (Definitions). In this Addendum:

"ATSC Product" means an AI System or Model as supplied by the Supplier under the Supplier's name and trade marks, unmodified.

"Customer Product" means any product, system or service that: (a) is provided, deployed, distributed or made available by or on behalf of the Customer under the Customer's own name or trade mark; (b) results from a modification of an ATSC Product by or on behalf of the Customer, including fine-tuning, system prompts that change its intended purpose, or integration of additional tools; or (c) combines an ATSC Product with other components.

"Downstream Documentation" means the information and documentation referred to in Article 53(1)(b) of the EU AI Act for general-purpose AI models, and the instructions for use and technical information reasonably necessary for the Customer to understand the capabilities and limitations of an ATSC Product and to comply with its own obligations, including a published AI transparency label for each AI feature stating its base Model, whether Customer Data is used for training or shared with the Model publisher, retention, human-in-the-loop design, logging and guardrails.

"Model Register" means the register of Models published by the Supplier at atsc.global/legal/models, in the form of Annex A, as updated in accordance with clause 8.

"Model Weights" means the trained parameters of a Model.

"Agentic Action" means an action that an AI System takes in a connected system on behalf of a user, including through a tool call, an API request or a Model Context Protocol server.

"Serious Incident" has the meaning given in Article 3(49) of the EU AI Act.

2. Roles under the EU AI Act

2.1 The Supplier is the provider of each ATSC Product. The Supplier is not the provider of any Customer Product.

2.2 The Customer acknowledges that, under Article 25 of the EU AI Act, by placing its own name or trade mark on an ATSC Product, by making a substantial modification to it, or by modifying its intended purpose, the Customer may become the provider of the resulting AI System and assume the provider's obligations. The Customer shall comply with its obligations relating to the provision, deployment and distribution of Customer Products, including any that arise from that status.

2.3 Where the Customer uses an ATSC Product under the Supplier's name, the Customer is the deployer and shall comply with the deployer obligations that apply to it, including ensuring a sufficient level of AI literacy among its personnel who operate the ATSC Product (Article 4).

2.4 Except as identified in a Works Order, the Supplier does not designate any ATSC Product as a high-risk AI System. The Customer shall not use an ATSC Product, or a Customer Product built on it, for any practice prohibited by Article 5 of the EU AI Act, or for any use listed in Annex III, without the Supplier's prior written agreement in a Works Order that identifies the use and allocates the resulting obligations.

2.5 Clear specification under Article 25(2). The Supplier clearly specifies that no ATSC Product is to be changed into a high-risk AI System, whether by modification, by change of intended purpose or by deployment in an Annex III use, without the Supplier's prior written agreement in a Works Order. Where the Customer does so without that agreement, the Supplier has no obligation to provide the cooperation described in Article 25(2) of the EU AI Act.

2.6 Cooperation package. Where the Supplier agrees in a Works Order that the Customer may become the provider of a high-risk AI System built on an ATSC Product, the Supplier shall provide, as a professional service at the rates in that Works Order: technical documentation sufficient for the Customer to assess conformity under Article 16; information on known limitations, failure modes and evaluation results; and reasonable technical access for testing and validation. The Supplier need not disclose information protected as a trade secret or Intellectual Property Right beyond what Article 25(5) requires.

3. Supplier obligations

3.1 The Supplier shall make the Downstream Documentation for each ATSC Product available at atsc.global/legal/ai-act, shall inform the Customer promptly of any substantial change to it, and shall, on written request, provide further information reasonably required by the Customer to comply with its obligations within fourteen (14) days, subject to the Supplier's Intellectual Property Rights and confidentiality.

3.2 The Supplier shall build into each ATSC Product the technical means for: (a) informing natural persons that they are interacting with an AI System; and (b) marking AI-generated or manipulated audio, image, video and text content in a machine-readable format and detectable as artificially generated, in each case as required by Article 50 of the EU AI Act.

3.3 The Supplier shall maintain the Model Register in accordance with clause 8 and shall not include in a commercial release any Model whose license prohibits the Customer's licensed use.

3.4 The Supplier may withdraw or suspend an ATSC Product, or a Model in it, where reasonably necessary to address a serious risk to health, safety or fundamental rights, or to comply with the EU AI Act or an order of a competent authority, and shall give the Customer as much notice as is reasonably practicable and a pro-rata refund of prepaid Fees for any withdrawn functionality that is not replaced.

4. Customer obligations

4.1 The Customer shall use each ATSC Product in accordance with its instructions for use and intended purpose, and shall assign human oversight to personnel with the competence and authority to exercise it.

4.2 Where a Customer Product interacts directly with natural persons, or generates or manipulates content, the Customer is responsible for the transparency obligations under Article 50 of the EU AI Act, and shall not disable, remove or circumvent the technical means referred to in clause 3.2.

4.3 The Customer shall notify the Supplier at security@atsc.global of any Serious Incident involving an ATSC Product within forty-eight (48) hours of becoming aware of it. Each party shall cooperate with the other's reporting obligations.

4.4 The Customer shall not use an ATSC Product, or its Outputs, to develop, train or improve a model or service that competes with it, or to extract or reconstruct Model Weights.

5. Data use and training

5.1 The Supplier shall not use Customer Data, Inputs or Outputs to train, fine-tune or evaluate any Model made available to other customers.

5.2 The Supplier may use Service Data and Aggregated Data about the performance of an ATSC Product — such as latency, error rates and anonymised quality ratings — to operate, secure and improve it, provided the data does not contain the content of Inputs or Outputs and does not identify the Customer or any natural person.

5.3 The Customer may opt in to the use of specified Customer Data for training or evaluation only by a written instruction in a Works Order that identifies the data, the purpose and the retention period. An opt-in may be withdrawn on thirty (30) days' notice for future use.

5.4 Where an ATSC Product is deployed on the Customer's infrastructure under Part 4 of the Agreement, the Supplier does not receive Inputs or Outputs at all, except as the Customer chooses to share them in a support request.

6. Outputs

6.1 As between the parties, the Customer owns the Outputs, excluding any Supplier Materials contained in them, and to the extent the Supplier holds any rights in Outputs it assigns them to the Customer.

6.2 Outputs are generated probabilistically and may be inaccurate, incomplete, biased or inappropriate, and similar Outputs may be generated for others. The Customer shall review Outputs before relying on them. Outputs are not professional, legal, medical, engineering or financial advice, and an ATSC Product is not designed to be relied on for compliance with any law.

6.3 The Supplier's indemnity in clause 10.1 of the Agreement does not extend to Outputs, unless a Works Order expressly elects the limited output indemnity in this clause, in which case: the Supplier's indemnity in clause 10.1 of the Agreement extends to third-party claims that an Output generated by an unmodified ATSC Product, used in accordance with the Documentation and with its safety features enabled, infringes that third party's copyright, subject to a maximum of the lesser of the Fees paid in the preceding twelve months and two hundred and fifty thousand euro (€250,000). It does not extend to: Outputs from a Customer Product or from any Model licensed, acquired, trained, fine-tuned or provided by or for the Customer; an Open-Weight Model used unmodified, for which the Customer's recourse is its upstream license; Outputs modified by the Customer or combined with material not supplied by the Supplier; claims arising from Inputs; the practice of a patented invention

contained in an Output; trade mark claims from use of an Output in trade; Agentic Actions; or use the Customer knew or should have known infringed.

7. Agentic Actions

7.1 Unless the Customer configures otherwise, an ATSC Product shall request affirmative confirmation from a user before performing an Agentic Action that writes, modifies, deletes or transmits data in a connected system. Agentic Actions are logged.

7.2 Outputs and Agentic Actions are recommendations. The Customer is responsible for reviewing, validating and approving them, including any operational, engineering, financial or regulatory decision.

7.3 The Customer is solely responsible for any connector, tool, API credential or Model Context Protocol server that it develops, operates or connects, including its security, permissions and call volume. The Customer shall not hard-code credentials, grant an ATSC Product broader permissions than the task requires, or connect it to a system holding Personal Data or Confidential Information unless the Customer's own data governance permits it.

7.4 The Supplier is not a party to, and has no liability under, the Customer's agreements with providers of third-party AI services that the Customer connects to an ATSC Product.

8. Open-weight Models and the Model Register

8.1 An ATSC Product may include or make available Open-Weight Models listed in the Model Register. Each Open-Weight Model is licensed to the Customer under the license identified for it in the Model Register, and not under the license in the Agreement. The Supplier makes a copy of each such license available at the link stated in the Model Register and in the NOTICES file shipped with the Software.

8.2 Nothing in the Agreement limits the Customer's rights in an Open-Weight Model under its own license. If the Agreement conflicts with that license in respect of the Model, the license prevails.

8.3 The Customer shall comply with, and shall not remove, obscure or alter, the attribution notices, license texts, modification notices and field-of-use restrictions recorded in the Model Register, and shall make a copy of each applicable license available to any permitted recipient of the Software.

8.4 Where the Customer makes a Customer Product available to others, it shall impose on each recipient obligations at least equivalent to clause 8.3, and shall require each recipient to impose the same obligations on any further recipient. No party may grant rights greater than it holds.

8.5 Each Open-Weight Model is recorded in the Model Register per Model and per version, because licenses can differ between versions of the same model family. The Supplier shall give at least thirty (30) days' notice before the release in which a Model's license or restrictions change, and shall keep each prior version of the Model Register available.

8.6 Where the Customer fine-tunes a Model, the Customer owns its training data and the adapter weights derived from it; the Supplier owns its integration and tooling; and the upstream license continues to govern the base Model Weights within any derivative.

9. Branding Rights

9.1 Where a Works Order permits it, the Supplier grants the Customer, for the subscription term, the right to apply the Customer's own name, trade marks and visual identity to the user-facing elements of an ATSC Product, and to remove or replace the Supplier's trade marks and logos to that extent ("Branding Rights").

9.2 The Branding Rights do not extend to, and the Customer shall preserve: the NOTICES file; the Model Register references and Model attribution notices; any license text; and any notice or marking required by the EU AI Act, including those in clause 3.2.

9.2A Some Model licenses limit the Branding Rights. Where the Model Register records a naming or attribution requirement — for example, a requirement to display “Built with Llama” and to begin a derivative model’s name with “Llama”, or a monthly active user threshold above which a separate license is required — the Customer’s Branding Rights are subject to it. The Supplier shall identify any such requirement before the Works Order is signed.

9.3 No license of the Supplier’s trade marks is granted. The Customer shall not represent that a Customer Product is endorsed or certified by the Supplier, or by the publisher of any Model, without written permission.

9.4 Copies from which the Supplier’s marks have been removed or replaced remain Software and count towards Licensed Capacity under Part 4 of the Agreement. The exercise of Branding Rights is a Customer Product for the purposes of clause 2.

10. Distributors

10.1 Where an ATSC Product reaches the Customer through a distributor or channel partner, this Addendum binds the Customer directly, and the distributor acts as a distributor and not a provider of the ATSC Product unless it exercises Branding Rights or modifies the ATSC Product, in which case clause 2.2 applies to it.

11. Changes in law

11.1 If the EU AI Act, its implementing acts, harmonised standards or codes of practice change the obligations allocated in this Addendum, the Supplier may amend this Addendum to the extent required, giving as much notice as reasonably practicable, and the parties shall cooperate in good faith on any resulting change to a Works Order.

Annex A — Model Register (form and current entries)

The Model Register records each Model used in a Service as follows.

(a) Models the Supplier runs itself, including every Open-Weight Model: the model name and exact version; the upstream publisher; the license (by SPDX identifier where one exists, with a link); whether commercial use is permitted; the attribution and notices required; any acceptable-use policy or limits that pass through to the Customer; and whether the model is permitted, permitted with conditions, or excluded. Each change of model or version is a new entry.

(b) Models a Service reaches through a provider’s API, where the provider is listed as a sub-processor in Annexure 2 of the Data Processing Agreement: the provider; the model family; what the Service uses it for; the provider’s terms that apply; and whether those terms allow the provider to use Customer Data to train its models. The Supplier may change the Model used within that provider without a new entry, where the provider’s terms for it are the same. A new provider is added to the Model Register, and to the sub-processor list, before it is used. On request, the Supplier tells the Customer which Model a Service used at a given time.

The current entries are published at atsc.global/legal/models and in the NOTICES file of each release. A model is used in a Service only once it has a Model Register entry.

End of Schedule 6.