ANNEX 1:
ARTIFICIAL INTELLIGENCE TERMS OF USE

1. **Definitions:**

    "AI" or "Artificial Intelligence" means artificial intelligence, including any system, model, neural network, software, or other technology that demonstrates the ability to perceive its environment, process data or stimuli, reason, learn from and adapt to experiences, and make decisions or take actions that would otherwise require human intelligence, including (but not limited to) machine learning, algorithms, neural networks, speech and natural language processing, computer vision, robotics and autonomous systems. AI may operate autonomously or with varying degrees of human input and control.

    "AI Model" means a Third-Party AI model, Customer's AI model, and/or any of the foregoing AI Models fine-tuned at the Customer's behest, that may be chosen by the Customer to be integrated into the Customer AI Tool. AI Models may include specific purpose models as well as models trained with large amounts of data using self-supervision at scale, that displays significant generality and is capable of competently performing a wide range of distinct tasks.

    "Customer AI Tool" means the AI-powered tool built by Customers for their own business operations, utilizing the Platform.

    "Tata Communications Customer Experience Platform" or "Platform" is defined above, and includes functionality that allows Customer to build customized a Customer AI Tool. For clarity, the license granted on the Platform by Supplier to Customer and the related terms and conditions are different than the one granted by Supplier to Customer on the Customer AI Tool (granted hereunder).

    "EU AI Act" means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonized rules on artificial intelligence.

    "Third Party AI Model" means the AI Model made available by a Third Party, chosen by Customer and linked / embedded to the Customer AI Tool by Customer through the Platform.

2. **License on the Customer AI Tool**

    Subject to the Agreement and payment of applicable fees, Supplier will grant Customer a personal, non-transferable and non-exclusive license to use and to permit its End-Users to use, in object code form, the Customer AI Tool, and to distribute the Customer AI Tool through Customer's choice of medium / channel as agreed by the Parties, , with its own branding, through an API or other technical means as specifically authorized by Supplier, solely as necessary for receipt of the Service and solely in accordance with the Agreement and the applicable written and electronic documentation. The term of any license granted by Supplier pursuant to this Section is co-terminus with the term for the Service with which the Customer AI Tool is associated.

    Customer shall not: reverse engineer, disassemble, or decompile the Customer AI Tool, except where explicitly allowed by law; modify, adapt, translate, or create derivative works based on the Customer AI Tool, except as otherwise explicitly authorized under the Agreement; sublicense, assign, rent, lease, or transfer the Customer AI Tool to third parties without Supplier prior written consent; disable or bypass any copy protection, rights management, or security mechanisms; or otherwise violate any Intellectual Property rights of Supplier or any third party.

    Include the name or logo of the Supplier in the interface of the Customer AI Tool or indicate or otherwise insinuate to End-Users that Supplier has built the Customer AI Tool.

    The Customer AI Tool is provided "as-is", without express or implied warranties of any kind, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or that the Customer AI Tool or its output will be accurate, suitable, complete, error-free or operate without interruption. The entire risk as to the quality and performance of the Customer AI Tool lies solely with the Customer. In no event shall Supplier be liable for any damages (including, without limitation, lost profits, business interruption, or loss of information or data) arising out of the use of or inability to use the Customer AI Tool, even if advised of the possibility of such damages. Customer is solely responsible for validating and reviewing the Customer Output, and acknowledges that the Customer Output is generated by the AI System and may not be unique and/or qualify for Intellectual Property or other type of protection.

3. **Authorized Use**

    Customer acknowledges that it is the sole party determining (i) the intended purpose of the Customer AI Tool, (ii) the AI Model on which it relies and (iii) the website, the mobile application or any other device or medium specifically authorized by Supplier, in which it is integrated. Supplier has no control over such choices nor on the use made of the Customer AI Tool developed utilizing the Platform.

    Customer warrants that it will not use the Platform for any "Excluded Use Case", which term means those use cases that:

    a. could pose a threat to human rights and safety;

    b. are classified as prohibited or high-risk use cases under legislations such as the EU AI Act or similar designations under any other applicable laws, statutes or directives;

    c. can be used to exploit any of the vulnerabilities of a natural person or a specific group of persons due to their age, disability or a specific social or economic situation, with the objective, or the effect, of materially distorting the behavior of that person or a person belonging to that group in a manner that causes or is reasonably likely to cause that person or another person significant harm;

    d. to evaluate or classify "natural persons or groups of persons over a certain period of time based on their social behavior or known, inferred or predicted personal or personality characteristics, with the social score leading" causing detrimental or unfavorable treatment "in social contexts that are unrelated to the contexts in which the data was originally generated or collected" or "that is unjustified or disproportionate to their social behavior or its gravity";

    e. manipulate behavior to cause harm (manipulative AI);

    f. have the potential to affect human safety and rights (ex., AI used in critical infrastructure such as supply of energy, water, and transportation, educational or vocational training that determines access to education and evaluates student performance, employment – resume screening, job role matching, performance evaluation, law enforcement (predictive policing, analysis), border control (assessing risk), social scoring, access to

and enjoyment of essential public and private services and benefits, administration of justice and democratic processes, etc.),

g.   access / use of the Service in the European Union (EU) or use of the outputs generated using the Service in the EU and access such output from the EU,

h.   not compliant with all and any applicable consumer laws or Privacy Laws.

4.   AI Models

Customer has the option to choose through the Platform the AI Model on which its Customer AI Tool will rely using APIs. Supplier has no control over the choice made by Customer of such AI Model.

Regarding Third Party AI Model, Customer warrants that it has been granted sufficient rights (whether as an owner or a licensee of Intellectual Property rights) to (i) link the Third Party AI Model to the Customer AI Tool through the Platform and (ii) use it for the purpose of building and using the Customer AI Tool and that (iii) it is authorized to do so by the editor, publisher or owner of the Third Party AI Model, or the rightful owner of the rights over the Third Party AI Model.

As a consequence, Customer agrees to indemnify, defend, and hold harmless Supplier, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) any third-party claim alleging that the use of the Third Party AI Model as well as any data, content, or materials provided by Customer in the Platform or the Customer AI Tool, infringes or misappropriates any Intellectual Property rights or contractual arrangement with that third party or (ii) the Third Party AI Model giving rise to security, safety, discrimination or other harmful issues to Customer or other parties. This indemnification obligation shall survive the termination or expiration of this Agreement.

Supplier disclaims and excludes all liability for any damages arising out of or in connection with the choice and use of the AI Model by the Customer, whether based on contract, tort (including negligence), strict liability, or any other legal theory, even if the Provider has been advised of the possibility of such damages.

5.   Compliance

Customer and Supplier undertake to comply with the provisions of the EU AI Act to the extent they apply to them. In addition, Customer represents that the Customer AI Tool is made available to End-Users by taking into account the AI principles set by the Organization for Economic Co-operation and Development (OECD) in Recommendation OECD/LEGAL/0449 adopted on 22 May 2019, updated on 3 May 2024 and as may be amended in the future (the "AI OECD Principles").

The Parties acknowledge that, under the EU AI Act, because Supplier is the sole party determining the intended purpose and characteristics of the Customer AI Tool, Customer is deemed to be the sole provider (under the meaning of the EU AI Act) of the Customer AI Tool. Customer agrees to fulfil the obligations assigned to its respective roles under the applicable laws including the EU AI Act, ensuring full compliance with applicable laws and regulations including consumer laws. Notably, Customer warrants that:

-   It will not assign to the Customer AI Tool a purpose that constitutes an Excluded Use Case and more particularly understands that the Platform is not designed to build Customer AI Tool with high risk use cases under the meaning of the EU AI Act;

-   It will not use the Platform for any prohibited or high-risk use case under the EU AI Act;

-   It has implemented and anticipated the entry into application of upcoming AI-related applicable laws and regulations and adopt a proactive approach for compliance therewith;

-   it will ensure that its personnel assigned to the management of the Customer AI Tool will be sufficiently literate on AI risks and compliance with applicable laws, and will evaluate, review and exercise requisite caution when using the Platform,

-   where applicable, it has inserted on its Customer AI Tool all required notices, warnings, disclosures, watermarks or other distinctive text, image or sign to comply with the transparency obligations under Article 50 of the EU AI Act, or as prescribed under other applicable laws.

-   It will comply with the Third Party AI Model license terms.

Customer acknowledges that Customer AI Tools are not designed to entirely replace customer services agents and should appoint an appropriate procedure of human-in-the-loop taking into account the consequences of the Customer AI Tool may have on consumers. In this regard, Customer undertakes to take further steps in implementing protective verification and monitoring measures when the Customer AI Tool has agentic AI capabilities (i.e. an AI tool that can make decisions and take actions on its own to achieve goals, without needing constant human guidance).

Supplier reserves the right to suspend access to the Customer AI Tool, in whole or in part, without liability to the Customer, if it identifies a non-compliance with applicable laws and regulations or an infringement to this Agreement. Such suspension shall not relieve the Customer of its obligation to pay applicable fees. Supplier shall restore access to the Customer AI Tool as soon as reasonably practicable once the cause of suspension is resolved.

6.   Additional Terms.

a.   The Platform may include certain open-source components that are governed by the respective open-source license(s). Where applicable, details are available through the Platform.

b.   Supplier and its Affiliates may access and use Customer data, and information relating to the use of the Platform and related Services, in an aggregated and anonymized manner, to train, validate and improve its AI tools / solution / platform / features.

Approved As To Form:
LEGAL DEPARTMENT
Standard
(No Changes)
ANY CHANGES TO THE STANDARD TEMPLATE
DOCUMENT SHALL NOT BE EFFECTIVE.