

FILIGRAN | AI TERMS

These AI Terms govern Customer's access to and use of the AI Features made available within the Services. They are incorporated by reference into, and form part of, the Agreement. Any capitalized terms not defined here have the meaning given in the Agreement.

1. AI FEATURES AND MODELS

- 1.1. The AI Features assist Users in identifying, correlating and responding to threats by surfacing insights, analysis and recommendations for human review. The AI Features are analytical and assistive only; they are not designed to make autonomous decisions. A Customer administrator may enable or disable all AI Features at any time via the control panel.
- 1.2. The models currently made available through the AI Features, the hosting location of each model and the technical documentation Filigran holds for any GPAI model under Article 53 of the EU AI Act are available to Customer on reasonable request.

2. USAGE LIMITS

- 2.1. Use of the AI Features is limited to a number of Acts for the Term, which is displayed in the Software, allowing Customer to track its usage. The number of allowed Acts per Term may also be set out in the applicable Order Form.

3. EU AI ACT COMPLIANCE

- 3.1. In relation to the AI Features, Filigran fulfils its obligations as "Provider" within the meaning of the EU AI Act. As such, Filigran carries out regular risk assessment of the AI Features and maintains an appropriate internal governance framework for the AI Features it places on the market.
- 3.2. The AI Features are analytical cybersecurity tools that do not fall within the high-risk categories in Annex III of the EU AI Act. Filigran represents that:
 - (a) no AI Feature constitutes a prohibited AI practice within the meaning of Article 5 of the EU AI Act; and
 - (b) where an AI Feature is subject to the transparency obligations under Article 50 of the EU AI Act, Filigran will implement appropriate technical or contractual measures to support Customer's compliance with those obligations.
- 3.3. Customer is responsible for assessing whether its own use, configuration or deployment of the AI Features gives rise to obligations under AI Legislation applicable to Customer (including as a deployer or provider of a high-risk AI system).

4. CUSTOMER DATA, INPUTS AND OUTPUTS

- 4.1. As between the Parties, all Inputs and Outputs constitute Customer Data. Customer owns all rights to Inputs and Outputs, and Filigran does not assert intellectual property rights in Outputs generated from Customer's Inputs. Outputs are generated for informational and facilitation purposes only. Filigran does not warrant that Outputs will be accurate, complete or suitable for any particular purpose. Outputs do not constitute professional, legal, financial or regulatory advice.
- 4.2. Each GPAI Provider used to deliver the AI Features is contractually required to:
 - (a) process Customer Data only to provide the AI Features, in accordance with Filigran's instructions and applicable data protection law and AI regulations; and
 - (b) delete Customer Data in accordance with the data retention periods set by Filigran, except where retention is required by applicable law or is reasonably necessary to detect, prevent or address abuse or harmful use of the Services.

- 4.3. Other than where a GPAI Provider is used under clause 3.2, Filigran processes Customer Data on its own infrastructure and in accordance with its internal data retention policies.
- 4.4. The AI Features do not require the processing of personal data, and personal data processing through the AI Features is not automatic. Where the AI Features do involve the processing of personal data on Customer's behalf, such processing is governed by the applicable data processing agreement.

5. CUSTOMER-CREATED AI AGENTS

- 5.1. Certain AI Features allow Customer to create, fully configure and use their own AI agents (each, a "**Customer Agent**"). Where Customer does so:
- (a) Customer is solely responsible for each Customer Agent, including its configuration, knowledge base skills, integration access and Outputs;
 - (b) Customer acknowledges that, depending on how it configures and uses a Customer Agent, Customer (and not Filigran) may fall under the "provider" qualification of an AI system within the meaning of the AI Act, and is solely responsible for its obligations in that capacity;
 - (c) Customer shall ensure that each Customer Agent and its use comply with applicable law, are not a prohibited AI practice under Article 5 of the EU AI Act, and have appropriate safeguards, human oversight and transparency measures; and
 - (d) Filigran is the provider of the underlying AI Features only and shall have no responsibility or liability for any Customer Agent or its outputs. All acts and omissions of a Customer Agent are treated as the acts of Customer under the Agreement.

6. HUMAN OVERSIGHT

- 6.1. The AI Features include guardrails designed to require human approval before an AI Feature (including any Customer Agent) performs any action that creates, changes or deletes data (a "write action"). In addition, each call to an underlying model is logged and traceable by the admin user of the Customer, including the tools invoked and the resulting artefact.
- 6.2. Customer is solely responsible for:
- (a) configuring the level of human oversight appropriate to its use of the AI Features;
 - (b) framing its prompts and instructions with human oversight in mind;
 - (c) independently verifying any Output, and any action taken by an AI Feature, before relying on it; and
 - (d) regularly reviewing the audit logs available to it to verify the actions taken by the AI Features.

7. EXPLAINABILITY

- 7.1. The AI Features are designed to allow Users to review the sources consulted, the connectors used and the reasoning steps followed by an AI Feature to arrive at an Output, enabling Users to assess how that Output was produced.

8. CHANGE NOTIFICATIONS

- 8.1. Filigran may modify, update, add or replace the models and/or GPAI Providers used to provide the AI Features. Filigran will notify Customer of changes to the GPAI Providers in accordance with the sub-processor change-notification process under the applicable data processing agreement.
- 8.2. Filigran may also update these AI Terms from time to time. Material changes will be notified to Customer in accordance with the notice provisions in the Agreement, and Customer will have 14 days from notification to object before the changes take effect. Continued use of the AI Features after the effective date of updated AI Terms constitutes acceptance of the updated terms.

9. DEFINITIONS

9.1. In these AI Terms:

"Act" means a unit of measurement used to quantify Customer's consumption of the Services and to determine whether the applicable Usage Limits have been reached. An Act is each action, operation or event performed by, through or within the Software that is designated as a metered or billable event in the Documentation and/or the applicable Order Form;

"AI Legislation" means any law, regulation or guidance relating to the development, deployment or use of AI systems to which a Party is subject, including Regulation (EU) 2024/1689 (the **"EU AI Act"**) and any applicable national implementing measures;

"GPAI Provider" means any third party whose general-purpose AI models, APIs or AI services are used by Filigran in connection with the AI Features, as listed in the sub-processor register maintained under the applicable data processing agreement.
