

# TRANSPARENCY NOTICE

FOR

## GIBBSCAM COPILOT

### 1. DEFINITIONS

1.1. In this Transparency Notice, capitalised words and phrases shall have their respective meanings given below:

"AI Act"	Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence.
"Digital Assistant"	the Licensor's chatbot / digital assistant product known as " <i>GibbsCAM Copilot</i> ".
"EULA"	the " <i>End User Licence Agreement</i> " for the Licensor's provision of software and/or services (including the Digital Assistant) to the Licensee.
"Licensee"	a customer of the Licensor that has obtained a licence and/or right to use the Digital Assistant.
"Licensor"	the Sandvik Group legal entity making available the Digital Assistant.
"Output(s)"	all information, outputs, data, responses, replies and other communications generated through use of the Digital Assistant.
"Privacy Notice"	the Licensor's privacy policy concerning the personal information and/or personally identifiable information controlled and processed by the Licensor in connection with the Digital Assistant (as updated from time to time and available at the following URL: <a href="https://online.gibbscam.com">https://online.gibbscam.com</a> ).
"Prompt(s)"	instructions, queries, prompts, and other information and/or data inputs submitted to the Digital Assistant.
"Sandvik Group"	the group of companies owned or controlled directly or indirectly by Sandvik Aktiebolag.
"Terms of Use"	Schedule 7 (TERMS OF USE) of the EULA.
"Transparency Notice"	this document.

### 2. PRELIMINARIES

2.1. This Transparency Notice:

- 2.1.1. is supplemental and in addition to the EULA (including the Terms of Use), which applies to the provision and use of the Digital Assistant;
- 2.1.2. has been prepared by (or on behalf of) the Licensor for the purpose of information and technical transparency (including for the purposes of the AI Act); and
- 2.1.3. may be updated and amended by the Licensor from time to time and at its sole discretion.

2.2. The Licensee agrees that:

- 2.2.1. changes made to this Transparency Notice have effect immediately on publication; and
- 2.2.2. by using (and continuing to use) the Digital Assistant, it unconditionally accepts the contents of this Transparency Notice.

2.3. The Licensee's attention is specifically drawn to the following provisions of the Terms of Use:

- §3.1.2**      *The Digital Assistant: (a) is under continuous development; and (b) uses generative artificial intelligence systems that simulate human interaction and conversation.*
- §3.1.3**      *The Digital Assistant **is not intended to be used as a safety component of a product.***
- §3.1.4**      *The Digital Assistant is an automated service that is: (a) intended to perform narrow procedural tasks; (b) designed as an aid to: (i) the navigation of documentation; and (ii) use of the licensed software.*

### 3. TRANSPARENCY INFORMATION

- 3.1. The Digital Assistant is powered by Microsoft's **Azure Open AI Service** and information concerning the Azure Open AI Service is available at the following URL:

**Azure OpenAI Service Overview\***      <https://learn.microsoft.com/en-us/azure/ai-services/openai/overview>

- 3.2. The Licensor has used the Azure Open AI Service to build and make available the Digital Assistant for the purposes described in the Terms of Use, including to:
- 3.2.1. perform narrow procedural tasks relating to the Licensor's manuals, books, and other equipment related documentation; and
  - 3.2.2. provide the Licensee (and its users) with automatically generated answers and technical guidance concerning the Licensee's use of the Licensor's proprietary software.
- 3.3. The Digital Assistant uses a base large language model to respond to Prompts (see §3.1.2 of the Terms of Use).
- 3.4. The Azure OpenAI Service components of the Digital Assistant:
- 3.4.1. is fully controlled by Microsoft inc; and
  - 3.4.2. uses OpenAI models hosted on Microsoft's Azure cloud infrastructure.
- 3.5. For the Licensor to make available and power the Digital Assistant, Microsoft is required to process data contained in the Prompts provided that, although Prompts and Outputs may be recorded by Azure OpenAI for security scanning and abuse monitoring purposes by Microsoft, Prompts are not generally used by Microsoft to improve any of its products or services.
- 3.6. For further information concerning Microsoft's data processing activities see the following URL:

**Data, privacy, and security for Azure OpenAI Service**      <https://learn.microsoft.com/en-us/legal-cognitive-services/openai/data-privacy?tabs=azure-portal>

- 3.7. The Licensee acknowledges and agrees that:
- 3.7.1. use of the Digital Assistant is subject to the restrictions, exclusions, and disclaimers described in the Terms of Use; and
  - 3.7.2. the Licensor collects and processes data (including the Prompts) in accordance with the EULA (including the Terms of Use) and the Privacy Notice.

### 4. SUPPORT

For support or questions please reach out via Your GibbsCAM reseller. To give specific feedback, please use the thumbs-down buttons at the bottom of the chat window. This will help us improve the Digital Assistant and make it more useful.