

SCHEDULE 7

TERMS OF USE – GIBBSCAM COPILOT

1. DEFINITIONS

In this Schedule 7 (the “**Terms of Use**”):

Capitalised words and phrases used, but not defined, herein shall have their respective meanings given in the EULA and:

- “**Digital Assistant**” means the Licensor’s chatbot / digital assistant product known as “GibbsCAM Copilot”.
- “**End User**” means the Licensee’s personnel and/or representative authorised to use the Digital Assistant.
- “**EULA**” means the End User Licence Agreement for the Licensor’s provision of Software and/or Services to the Licensee.
- “**Licence**” means a non-exclusive, non-transferable, non-sublicensable, revocable, and limited licence to use the Digital Assistant and the Outputs.
- “**Output(s)**” means all information, outputs, data, responses, replies and other communications generated through use of the Digital Assistant.
- “**Privacy Notice**” means 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: <https://online.gibbscam.com/>).
- “**Prompt(s)**” means instructions, queries, prompts, and other information and/or data inputs submitted to the Digital Assistant.
- “**Purpose**” has the meaning given in Section 3.1.4.
- “**Transparency Notice**” means the Licensor’s document and/or statement containing technical and functional information concerning the operation of the Digital Assistant (as updated from time to time and available at the following URL: <https://online.gibbscam.com/>).

2. LICENCE GRANT

2.1. Subject to Section 2.2, the Licensor hereby grants the Licence to the Licensee.

2.2. The Licence is granted subject to the Licensee’s strict compliance with the following conditions:

- 2.2.1. the Digital Assistant and Outputs may only be used or accessed:
 - 2.2.1.1. in conjunction and/or in connection with the licensed Software;

- 2.2.1.2. for the Licensee's internal (*i.e.*, non-commercial) business purposes; and
 - 2.2.1.3. where the Licensee has: (a) accepted the EULA (including all terms and conditions incorporated therein or by reference); (b) an active subscription to maintenance services (as described and/or referred to in the EULA); and (c) unconditionally accepted these Terms of Use; and
 - 2.2.2. the Licensee shall (and shall ensure that all End Users shall) not use or access the Digital Assistant: (a) to request or obtain Outputs concerning or comprising machine safety advice; or (b) in breach of applicable laws, regulations, third-party rights, or any policy, instruction, and/or guideline issued by the Licensor (from time to time).
- 2.3. The Licensee shall not (and shall ensure that End Users shall not):
- 2.3.1. modify, copy, distribute, interrogate, or reverse engineer the Digital Assistant or its underlying technology or use the Digital Assistant to create (or assist another person to create) a competing product and/or solution to the Digital Assistant or related Software;
 - 2.3.2. use any data extracting techniques (including data scraping) to access the Digital Assistant in a manner that sends more requests to the servers than a human can reasonably produce in the same period of time using a conventional online web browser;
 - 2.3.3. use the Digital Assistant or any Outputs in a manner that infringes, misappropriates, or otherwise violates any third party's rights; or
 - 2.3.4. enter any personal data or personally identifiable information in the free text fields available for Prompts.

3. ACKNOWLEDGMENTS AND TRANSPARENCY

- 3.1. The Licensee acknowledges and agrees that:
- 3.1.1. Section 4 (LIMITATIONS AND DISCLAIMERS) applies to all use of the Digital Assistant and Outputs;
 - 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 (the "Purpose");
 - 3.1.5. it shall not (and shall ensure that all End Users do not) use the Digital Assistant or Output for any purpose other than the Purpose and in compliance with these Terms of Use;
 - 3.1.6. further information concerning the technology (including third party infrastructure, systems, and technologies) powering the Digital Assistant may be obtained through the Transparency Notice.

4. LIMITATIONS AND DISCLAIMERS

4.1. Given Section 3 (ACKNOWLEDGMENTS AND TRANSPARENCY), the Licensee unconditionally and irrevocably agrees that:

4.1.1. the Digital Assistant and the Output is made available by the Licensor strictly for the Purpose and on: (a) an “*as is*” and “*as available*” basis; and (b) a strict non-reliance basis;

4.1.2. the Licensor cannot, and does not, warrant, undertake, covenant, or represent that Outputs are complete, accurate, or fit for the Licensee’s or an End User’s specific requirements;

4.1.3. the Licensee assumes sole responsibility for its reliance on Outputs obtained through its interaction with the Digital Assistant and the conclusions or courses-of-action drawn from such use; and

4.1.4. the Licensor may limit and/or discontinue use and access to the Digital Assistant at its sole discretion and with or without giving prior notice (including by restricting the quantity, type and/or content of enquiries made to the Digital Assistant and Outputs drawn from use of the Digital Assistant).

4.2. Except if, and to the extent, binding applicable law requires otherwise:

4.2.1. the Licensor makes the Digital Assistant and Outputs available without any warranties or guarantees of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, security, or non-infringement; and

4.2.2. the Licensee is solely responsible for any damages or liabilities arising from its (or an End User’s) use of the Digital Assistant or Output.

4.3. For the avoidance of any doubt, the Licensor is not under an obligation to make available, update, maintain, correct any errors or bugs or in any way improve the Digital Assistant and makes no representation whatsoever about the quality, availability, security, or Output of the Digital Assistant.

4.4. IN ALL CASES, THE LICENSEE AGREES THAT LICENSOR AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND PARTNERS, ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND, ARISING OUT OF OR RELATING TO LICENSEES USE OF OR INABILITY TO USE THE DIGITAL ASSISTANT, OR ANY DATA OR INFORMATION PROVIDED BY OR OBTAINED FROM THE DIGITAL ASSISTANT (INCLUDING OUTPUTS), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LICENSEE OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

5. PROMPTS

5.1. The Licensee:

5.1.1. is responsible for all Prompts submitted to the Digital Assistant by End Users (including the quality, sufficiency, completeness, and accuracy of Prompts);

- 5.1.2. acknowledges and agrees that the quality and content of Outputs is dependent on the quality and content of the Prompts;
- 5.1.3. warrants, represents, undertakes, and covenants to the Licensor that it has all licences, permissions, and/or consents necessary to submit the data and/or information contained in the Prompts;
- 5.1.4. shall procure:
 - 5.1.4.1. that each End User is presented with, or informed of the existence and location of, the Privacy Notice;
 - 5.1.4.2. each End User's compliance these Terms of Use (and, in particular, the obligations set out under Sections 2.2.2 and 2.3);
 - 5.1.4.3. that End Users do not submit Prompts to the Digital Assistant containing confidential and/or commercially sensitive information (including personal data and/or personally identifiable information).

6. PRIVACY AND DATA

- 6.1. The Licensee acknowledges and agrees that the Licensor (or other members of the Sandvik Group) may:
 - 6.1.1. in connection with the provision and development of the Digital Assistant and with respect to personal data and/or personally identifiable information, collect and process such personal data and/or personally identifiable information in accordance with, and as described in, the Privacy Notice; and
 - 6.1.2. with respect to all other data and/or information submitted to the Digital Assistant (e.g., in a Prompt), use such data and/or information for its lawful business purposes including as follows:
 - 6.1.2.1. making the Digital Assistant functional and available for use in accordance with these Terms of Use;
 - 6.1.2.2. providing support to the Licensee;
 - 6.1.2.3. verifying compliance with these Terms of Use;
 - 6.1.2.4. planning and implementing improvements to the Digital Assistant and Software;
 - 6.1.2.5. enabling scalability planning and performance monitoring activities to be carried out;
 - 6.1.2.6. evaluating adoption rates and the success of new features and releases of the Digital Assistant and/or Software;
 - 6.1.2.7. creating training data or training the Digital Assistant or other products and/or services; and
 - 6.1.2.8. evaluating current and future performance of the Digital Assistant or related Software.
- 6.2. Further information concerning the Licensor's use of collection and use of data submitted to, or generated by or through use of, the Digital Assistant is contained in the Transparency Notice (including the descriptions of the third-party infrastructure and technologies used to power the Digital Assistant (e.g., Microsoft proprietary infrastructure and technologies)).

7. OUTPUTS

- 7.1. Given that the content, data, and/or information contained in the Outputs derives from intellectual property rights and/or confidential information belonging to the Licensor (and its licensors), the Licensor reserves all rights in, and title to, the Outputs (including all intellectual property rights in the same).
- 7.2. As between the Parties, the intellectual property rights in the Outputs shall vest in the Licensor immediately on creation and if such intellectual property rights do not, as a matter of applicable law, vest in the Licensor immediately on creation then the Licensee hereby: (a) holds such intellectual property rights on trust for the Licensor; and (b) assigns (and shall ensure that End Users assign) or shall take all necessary steps to assign all intellectual property rights in the Output to the Licensor.
- 7.3. Outputs are licensed for use for the Purpose and in accordance with these Terms of User under Sections 2.

8. INDEMNITY

The Licensee agrees to indemnify, defend, and hold harmless the Licensor and its Affiliates, and their respective officers, directors, employees, agents, licensors, suppliers, and partners, from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees, including reasonable attorneys' fees, arising out of or relating to your use of or inability to use the Digital Assistant, or any data or information provided by or obtained from the Digital Assistant (including Outputs), or any violation of these Terms of Use, the EULA, or any applicable laws or regulations by the Licensee or anyone using the Licensee's account or credentials (including all End Users).