TRANSPARENCY NOTE

This Transparency Note has been prepared for the purpose of providing information about SIGMATEK COPILOT to users and customers of SIGMATEK COPILOT. The terms of use of the SIGMATEK COPILOT (including e.g. legal disclaimer) ("Terms of Use") are included as a schedule to the **end user license agreement of SIGMATEK ("EULA")** and also available, as updated from time to time, via this link, **Terms of Use**. The Terms of Use are accepted by the licensee in connection with acceptance of the EULA and also accepted and agreed to, as updated from time to time, via the continued use of SIGMATEK COPILOT.

SIGMATEK COPILOT is subject to continuous testing and updating. This Transparency Note may be updated by Licensor from time to time to reflect any changes made by Licensor and its affiliates and Licensor reserves the right to, at Licensor's sole discretion, update and modify this Transparency Note at any time without obtaining consent from You or the licensee of the SOFTWARE. Such changes will take immediate effect upon publication and we encourage You to regularly review this Transparency Note to stay informed about any updates. Your continued use of our services after changes signifies Your acceptance and acknowledgment of any updates to the Transparency Note.

PURPOSE AND USE OF SIGMATEK COPILOT AND FINETUNING OF SIGMATEK COPILOT

SIGMATEK COPILOT is based and built by Licensor and its affiliates utilizing Azure Open AI Service. For the transparency note for Azure Open AI Service, please refer to the following link: Transparency Note for Azure OpenAI - Azure AI services | Microsoft Learn

The model provided by Azure Open AI Service has been utilized by Licensor and its affiliates to access the Licensor manuals, books, documentation, and other materials regarding the SIGMATEK SOFTWARE that Licensor or its affiliates own the intellectual property rights to ("Documentation").

SIGMATEK COPILOT is intended to provide you with automatically generated answers and guidance regarding the technical usage of SIGMATEK SOFTWARE based on the content of the Documentation as a response to Your questions/prompts. The base large language model has been utilized to provide links to Documentation used to respond to Your questions/prompts.

SIGMATEK COPILOT may only be used for the purpose of asking questions and seek guidelines regarding the technical usage of SIGMATEK SOFTWARE and should always be used in accordance with applicable laws and regulations.

INPUTS/PROMPTS

The licensee retains the ownership and intellectual property rights to any data or information that is owned by the licensee and provided by its users in SIGMATEK COPILOT as input or feedback ("User Data").

You are not allowed to include any proprietary or confidential data belonging to any third party in the prompts or feedback that You submit in or to SIGMATEK COPILOT. Additionally, and for the avoidance of any doubt, the free text fields available to submit prompts should not be used to enter any prompts, including any personal data.

You acknowledge and agree that SIGMATEK COPILOT collects, stores, processes, uses, transmits, and discloses User Data in accordance with the following and for the following purposes:

- SIGMATEK COPILOT is based on and build with the third party feature *Azure OpenAI Service* that is fully controlled by *Microsoft*; Microsoft hosts the OpenAI models in Microsoft's Azure environment and User Data is therefore processed by Microsoft and its affiliates and suppliers. Microsoft processes User Data contained in Your prompts/input and generated content.
- User Data (prompts) and generated content (output/completions) may be recorded by Azure OpenAI for security scanning and abuse monitoring by Microsoft but User Data is not used by Microsoft to improve any products or services of Microsoft. See further information about data processing of Microsoft and its abuse monitoring process here Data, privacy, and security for Azure OpenAI Service - Azure AI services | Microsoft Learn.
- Licensor and its affiliates record certain User Data and reserve the right to use such User Data for the purposes of its product development, improvement of products and services, and quality assurance. For the aforementioned purpose, the detailed content of the user inputs/prompts and related outputs/completions are currently recorded by SIGMATEK for approximately [6 months]. [Following this time period the relevant content may be stored for a

longer period of time but in anonymized form.] If You have utilized any of our feedback channels Your User Data may also be stored for a longer period of time to give us sufficient time to analyse and process Your feedback. Allowing Licensor and affiliates to utilize User Data for the handling of feedback, product development, improvement of products and services is a requirement for use of SIGMATEK COPILOT and it is not possible to opt out of having User Data recorded and used for the above purposes.

- To utilize SIGMATEK COPILOT personal data about You will be recorded and processed. For this purpose a **DPA (data processing agreement)** is a part of the end user license agreement entered into with the licensee of the SOFTWARE. However, to the extent that Licensor determines the purposes and means of the personal data processing, such as when we are using User Data for developing SIGMATEK COPILOT, Licensor becomes the controller for such processing and is, consequently, solely responsible for the lawfulness of such processing as controller under Applicable Data Protection Laws. For information about how Licensor process personal data that Licensor is the controller for, please refer to our **Privacy Notice**.

OUTPUT/COMPLETIONS

As noted above, the SIGMATEK COPILOT is based on and built by utilizing Azure Open AI Service. The output/completions of SIGMATEK COPILOT is based on the Documentation and the ownership and intellectual property rights to the output data and data sources remain with Licensor, its affiliates or licensors.

You may use the output data that you receive from SIGMATEK COPILOT solely in connection with the use of the SIGMATEK SOFTWARE and provided only that the licensee has an active license to the SIGMATEK SOFTWARE and an active maintenance license and at all times subject to the Terms of Use.

Even though Licensor has access to all input and output data and generally aims to continuously work with this data and any feedback received to improve the quality of SIGMATEK COPILOT, You understand and acknowledge that the output data of SIGMATEK COPILOT is automatically generated and not checked for accuracy by any human before or after being generated. SIGMATEK COPILOT cannot be seen as a replacement for Your own judgment and responsibility, and You should check the accuracy and completeness of the output data before relying on it as the output/completions may include inaccurate, incomplete answers or answers including errors. You agree to use SIGMATEK COPILOT at Your own risk and discretion considering that it’s a user aid tool.

SUPPORT AND FEEDBACK ABOUT SIGMATEK COPILOT

For support or questions regarding SIGMATEK COPILOT, please reach out to your local technical support point of contact.

To give specific feedback about SIGMATEK COPILOT, please press the feedback symbol at the top of the chat window. This will help us improve SIGMATEK COPILOT and make it more useful for You and other customers and users.