



Schedule 7: Artificial Intelligence Addendum (AIA)

This AI Addendum ("AIA") forms part of the Terms and Conditions of the Standard Jisc Licence for Software as a Service available on Jisc's Chest Platform ("Agreement") between:

LearnWise Software International BV ("LearnWise"), with registered office at Kraanspoor 50, 1033 SE Amsterdam, Netherlands, and

The Customer as identified in the Jisc/Chest Order Form ("Customer")

Each a "Party" and together the "Parties"

1. Scope

- 1.1 This AIA applies to the use of Artificial Intelligence by LearnWise in the course of providing the Services.
- 1.2 Unless otherwise defined in this AIA, capitalized terms have the meanings given in the Agreement.

2. Definitions

- 2.1 "Artificial Intelligence" or "AI" means and refers to the services of LearnWise that leverage enterprise-grade Large Language Models ('LLMs'), machine learning algorithms, natural language processing systems, and automated decision-making tools for output/message generation, content analysis, and educational support upon a user query. AI includes but is not limited to GPT-based models, transformer architectures, and any automated systems that simulate human cognitive functions. AI is only used by LearnWise to generate output/messages based on sources the Customer defines in the LearnWise platform and approved training datasets.
- 2.2 "Services" has the meaning given to "Software" in the Agreement.

3. Services

- 3.1 LearnWise will ensure:
 - a) The Customer's use of the AI in the Services, including any outputs, in accordance with the Agreement, will not violate any applicable law or any third-party intellectual property rights, contractual or other rights. LearnWise warrants that its Services do not infringe any third-party intellectual property rights and agrees to indemnify the Customer against any claims of intellectual property infringement arising from the use of the Services, provided that the Customer has used the Services in accordance with the terms of this Agreement.
 - b) Customer Data is not used to train or improve its own or third-party AI models except with separate specific written agreement from the Customer for customer-specific use cases and projects.

- c) There is regular testing to monitor the accuracy, safety and robustness of the AI component within the Services (given its intended purpose), including bias testing, performance assessments, and third-party security audits. Test results and remediation plans shall be made available to the Customer upon request.
- d) It implements systematic measures to identify, assess, and mitigate unlawful and unfair bias from AI outputs through automated monitoring tools, human oversight, and regular algorithmic audits. LearnWise will notify the Customer promptly, and in any event within 48 hours, if it becomes aware of any unlawful or unfair bias in outputs, and implement corrective measures within 30 days or as otherwise agreed with the Customer;
- e) It takes a technically grounded approach to mitigate and minimise the occurrence, and risk of, discrimination, errors, hallucinations, unintended results and other issues affecting the accuracy of the outputs of the AI;
- f) The AI utilized by LearnWise to provide the Services complies with all Applicable Law (which shall mean any binding court order or judgment, and any law, regulation, mandatory industry code, policy and guidance enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority), including UK Data Protection Laws, the EU AI Act (if applicable), UK AI governance framework, and the UK Information Commissioner's Office guidance on mitigating unfair bias.

3.2 LearnWise may update, modify, or enhance the AI algorithms, models, and features of the Services from time to time. Such updates shall be deployed automatically and shall not materially degrade the performance or functionality of the Services. LearnWise shall provide the Customer with reasonable advance notice of significant AI model changes that may affect system behaviour.

3.3 LearnWise warrants that its AI Services comply with applicable laws and regulations regarding artificial intelligence, including but not limited to data protection, algorithmic transparency, and non-discrimination requirements. LearnWise shall maintain appropriate documentation regarding AI model training, bias testing, and performance metrics as reasonably required for regulatory compliance.

3.4 Upon termination or expiration of this Agreement, LearnWise shall provide a transition period of ninety (90) days during which the Customer may export or migrate their data from the AI Services. LearnWise shall provide reasonable assistance and documentation to facilitate such data migration at no additional cost.

3.5 Following the transition period, LearnWise shall securely delete all Customer Data, including any AI training data, models, or outputs derived from the Customer's use of the AI Services, within ninety (90) days. LearnWise shall provide written certification of such deletion upon request.