



Subcontractor Generative Artificial Intelligence Exhibit

This Subcontractor Generative Artificial Intelligence Exhibit (“**Subcontractor GenAI Exhibit**”) forms an integral part of the Professional Services Subcontractor Agreement entered into by and between Cisco and the Subcontractor regarding the Subcontractor’s provisioning of Professional Services, including other exhibits and policies incorporated by reference (the “**Agreement**”). In the event of a conflict between this Subcontractor GenAI Exhibit and the Agreement, the terms that are most protective of Cisco Data shall prevail. Any capitalized terms not or not otherwise defined in this Subcontractor GenAI Exhibit shall have the same meaning ascribed to them in the Agreement.

1. Subcontractor’s Commitments and Obligations Regarding the Use of Generative AI Tools

- 1.1. **Use of Fully Containerized Generative AI Tools.** Subcontractor commits to only use Generative AI Tools (“**GenAI Tools**”) that rely on Fully Containerized LLM-Engine-Supplier models when providing Services to Cisco.
- 1.2. **Use of State-of-the-Art GenAI Tools.** Subcontractor commits to only use state-of-the-art GenAI Tools. “State-of-the-art” means that Subcontractor must thoroughly assess that a GenAI Tool meets at least market standard in terms of security, privacy and responsible AI before using it to provide Services to Cisco. For that purpose, Subcontractor must set up and properly maintain a responsible AI framework that meets the standard of [Cisco’s Responsible AI Framework](#) and [Cisco’s Principles for Responsible AI](#). Subcontractor must reassess the GenAI Tool on a regular basis to make sure it continuously meets the state-of-the-art standard.
- 1.3. **Contract with LLM-Engine-Supplier.** Subcontractor must ensure that any GenAI Tool provider they wish to use to provide Services to Cisco has executed legally binding contracts with the GenAI Tool provider’s LLM-Engine-Supplier. These contracts must prohibit the LLM-Engine-Supplier’s use of Cisco Data for model training, improvement, or fine-tuning; prohibit the storage of Cisco Data; oblige the LLM-Engine-Supplier to guarantee that no Cisco Data is used as output for any third party; and assign any new IP ownership rights in Output to Cisco, to the extent legally possible.
- 1.4. **Use of Cisco Data.** Subcontractor shall ensure that Cisco Data is not used for model training, improvement or fine-tuning at either the GenAI Tool level or the LLM-Engine-Supplier level, unless Cisco provides written permission.



- 1.5. **Data Retention.** Subcontractor is required to have a data retention policy that ensures Cisco Data is retained only for as long as necessary in the GenAI Tool to provide the Services to Cisco or as required by applicable law.
- 1.6. **Confidentiality.** Subcontractor shall treat all Prompts, Inputs, and Outputs related to the provision of Services to Cisco as confidential.
- 1.7. **Intellectual Property Rights.** Subcontractor agrees that Cisco retains, has, or obtains any and all intellectual property ownership rights in Inputs and Outputs generated while Subcontractor is providing Services to Cisco, to the extent legally possible.
- 1.8. **Human Review of Work Products.** It is the responsibility of Subcontractor to ensure that no work product created by or with the assistance of a GenAI Tool is issued to Cisco or the Customer without human review.
- 1.9. **Training of staff.** Subcontractor will train all staff members on the responsible use of GenAI and GenAI Tools initially and regularly, emphasizing the necessity for human review of all work products.
- 1.10. **Liability.** Subcontractor remains fully liable for any errors and omissions resulting from the use of GenAI Tools to provide Services to Cisco, in accordance with the general rules of liability applicable to the Agreement.
- 1.11. **Audit Right.** Cisco reserves the right to audit the Subcontractor's compliance with this Subcontractor GenAI Exhibit without giving any reason, with at least 14 days' notice, and without prior notice, if Cisco has reasonable grounds to believe that the Subcontractor is not complying with the Subcontractor GenAI Exhibit. This audit right may be exercised at Cisco's discretion by requesting documents, information, and/or interviewing Subcontractor's staff and, as a last resort, auditing the set-up and use of the GenAI Tool at the Subcontractor.

2. Definitions

- 2.1. **Authorized Persons:** Subcontractor's personnel that meet the criteria listed in the Supplier Information Security Exhibit for access to Cisco Data.
- 2.2. **Cisco Data:** Any non-public information regarding or related to Cisco, Cisco matters, Cisco's business, or Cisco's Customers, including Customer Confidential Information.
- 2.3. **Fully Containerized:** An environment where a GenAI Tool does not: 1) share Prompts, Input or Output for training of LLM-Engine-Providers' LLMs; 2) allow access to Prompts, Inputs or Outputs other than to Authorized Persons; and 3) use Cisco related Prompts, Inputs or Outputs in any other matter or inquiry other than for providing Services to Cisco.



- 2.4. **GenAI Tool:** Tool that leverages GenAI.
- 2.5. **Inputs:** Any documents, information, context or other content appended to a Prompt submitted to a GenAI Tool to trigger Outputs.
- 2.6. **Large Language Model or LLM:** A form of Artificial Intelligence that utilizes deep learning algorithms to create models pretrained on massive text datasets for the general purpose of analyzing and learning patterns and relationships among characters, words and phrases to perform text-based tasks.
- 2.7. **LLM-Engine-Provider:** Provider of advanced LLMs, GenAI Tools, and other advanced general-purpose AI technology, including, but not limited to, OpenAI GPT, ChatGPT3/4 et seq., Google Gemini, Meta LLAMA, MidJourney, DALL-E, and Stable Diffusion.
- 2.8. **Subcontractor:** The Subcontractor that entered into the Agreement with Cisco.
- 2.9. **Outputs:** Data and other content that the GenAI Tool issues upon a Prompt and Input Data.
- 2.10. **Prompt:** Command the user puts into the user interface screen of a GenAI Tool to trigger Outputs.
