AT&T Supplier Artificial Intelligence Requirements ("SAIR") – v1, Feb 2024

A. Applicability:

Supplier must adhere and cause any Supplier Entities involved in creating and using AI tools, systems, solutions, and activities on AT&T's behalf to adhere to this Supplier Artificial Intelligence Requirements ("SAIR").

B. Supplier

Supplier is responsible for the outcomes generated by AI, including providing careful oversight of the data used, the goals set, the algorithms deployed, and enforcement of the highest ethical standards, when developing and/or using AI to provide Deliverables or use on behalf of AT&T.

Supplier must, and must cause any of its Subcontractor(s) that use AI in connection with furnishing the Deliverables and/or using AI on behalf of AT&T to, act responsibly and build appropriate frameworks to design, develop, and deploy AI in a transparent and controllable manner.

C. Supplier Requirements

1. **USE OF GENERATIVE AI, INCLUDING ASK AT&T**
   a. Use only Generative AI tools (a) approved by AT&T; and (b) for creation, including any development of AI System, AI Software and/or support of the Deliverables.
   b. Never use external Generative AI tools (e.g., ChatGPT) in lieu of AT&T sanctioned tools (e.g., Ask AT&T).
   c. Unless expressly set forth in a subordinate Supplemental Agreement, never enter any AT&T, AT&T customer, supplier-proprietary, or third-party proprietary information into external Generative AI tools or platforms.
   d. In addition to any publicity and intellectual property obligations between the parties, Supplier must, obtain AT&T's prior written consent before sharing text, images, videos, or audio materials relating to the Deliverables, AT&T's Affiliates, their products and/or AT&T customers, created by Generative AI, outside of AT&T.
      a. Note: This requirement does not apply to text generated by Supplier's Office suite of products (e.g., Outlook, Word, PowerPoint).
   e. Verify with Supplier's AT&T business unit sponsor contact that there is an appropriate license to share images, videos, and/or audio materials created by Generative AI, before it is shared with an internal AT&T audience larger than 100 employees.
   f. Ensure all software code created by Generative AI complies with Supplier's FOSS obligations under its respective agreements with AT&T.
   g. Review the output created by Generative AI by or on behalf of Supplier in connection with the Deliverables for accuracy, professionalism, reasonableness, obvious third-party content, and potential bias.
   h. Be transparent by citing Supplier's use of Generative AI in Supplier's work product and deliverables, with "AI Assisted".

AT&T

2. New, Repurposed or Significant Changes to AI Systems and Solutions

For each AI System or AI Solution (initial or repurposed):

a. Work with AT&T's business unit sponsor to provide all information and documentation required to complete the AT&T AI Governance process, which will categorize the risk level of each AI System / Solution through consideration of key risk areas such as Law, Unfair Bias, Privacy, Accessibility, Consequential Use Cases, Health & Safety, and Cybersecurity. Supplier will cooperate with AT&T to implement any necessary measures or changes to mitigate risk(s) identified by the AI Governance process.

b. Work with AT&T's business unit sponsor to document or inventory the AI System / Solution in DocAI and register the eligible AI System / Solution metadata in MLFlow.

D. Definitions:

Capitalized terms used herein but not defined within the body of this SAIR will have the respective meanings ascribed to them in any such agreement between AT&T and Supplier that incorporates this SAIR by reference. In the event of a conflict between any such agreement and this SAIR, such agreement will control for the purpose of such agreement only.

Artificial Intelligence ("AI"): A machine-based system with a component of machine learning or autonomous reasoning and/or decision making that can, for a given set of defined objectives, train on data and develop models to make predictions, recommendations, or decisions influencing real or virtual environments.

AI System: Any data, system, software, hardware, application, tool, or utility that operates in whole or part using AI. Excludes rules-based automation.

AI Solution: A specific application of one or more "AI Systems" to solve a particular defined problem or achieve a particular defined goal.

Generative AI: Refers to a type of artificial intelligence that can create new and original content, such as images, audio, text, or software code without being explicitly programmed to do so. This is achieved using deep learning algorithms that are trained on large datasets of existing content, allowing the AI to learn patterns and generate new content that is similar in style or structure. (e.g., Conversational AI, Ask AT&T, Text to Image AI, AI Audio Enhancing Speed, AI Music Creators, AI Voice Generators, AI Powered Code Generators).