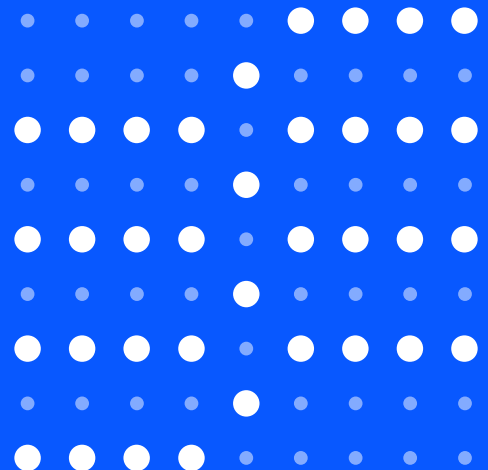


Policy Document

Artificial Intelligence and Machine Learning Policy



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1. Purpose

This Artificial Intelligence and Machine Learning Policy (this "Policy") sets out Smartstream's framework for the responsible, lawful, and controlled design, development, and deployment of artificial intelligence ("AI") systems within its products and services. It describes the principles, controls, and practices that Smartstream applies across the AI systems and machine learning features it makes available.

This Policy is a statement of Smartstream's standing practice. It is published for transparency and may be referenced in customer agreements and supporting documentation. It does not, on its own, create contractual rights or obligations between Smartstream and any customer; commercial commitments are set out in the applicable agreements between Smartstream and its customers.

2. Scope

This Policy applies to:

- all AI systems and AI features developed, deployed, or made available by Smartstream, whether in general availability, beta, preview, or experimental form;
- all Smartstream personnel involved in the design, development, deployment, or operation of such AI systems and AI features; and
- all data processed by such AI systems and AI features in the course of Smartstream's operations, including inputs, outputs, metadata, and transactional data.

The Policy applies regardless of how AI systems are accessed, including through web interfaces, application programming interfaces (APIs), integrations, and functionality embedded within Smartstream products.

3. Policy updates

Smartstream reviews this Policy on a regular basis and updates it to reflect changes in its AI systems, applicable legal and regulatory requirements, and prevailing industry standards. The current version of this Policy is made available through Smartstream's standard publication channels. Where a version of this Policy has been incorporated by reference into a customer agreement, the version in effect on the date of that agreement applies to that agreement unless and until the parties agree otherwise.

4. Definitions

For the purposes of this Policy, the following capitalised terms have the meanings set out below:

"AI Solution" means any artificial intelligence service, machine learning model, or associated capability that Smartstream designs, develops, deploys, or integrates into its Services, Software, or Deliverables. AI Solution includes machine learning ("ML") systems, Trained AI, and any other technology designated as artificial intelligence by Smartstream.

"Customer" means an organisation or person that accesses or uses Smartstream's Services, Software, or Deliverables under an applicable agreement with Smartstream.

"Customer Data" means data provided by or on behalf of a Customer or generated as a result of a Customer's use of the Services.

"Inputs" means data, text, prompts, files, or other materials submitted to an AI Solution in the course of its operation.



"Intended Use" means the functions and use cases for which an AI Solution is designed and made available, as described in Smartstream's then-current product documentation, specifications, and release notes for that AI Solution.

"Metadata" means technical and operational data generated through use of an AI Solution, including usage patterns, interaction logs, system performance data, and diagnostic information. Metadata does not include Inputs or Outputs in identifiable form.

"Outputs" means data, text, content, predictions, recommendations, or other materials generated by an AI Solution in response to Inputs.

"Services, Software, or Deliverables" means collectively, (a) the AI-powered features and capabilities made available through Smartstream's platform; (b) the proprietary software or applications provided by Smartstream in connection with those features.

"Trained AI" means an AI Solution that has been created using Training Data.

"Training Data" means data used to train or calibrate an AI Solution, whether prior to deployment or in production, which may include Customer Data (subject to applicable customer agreements), Smartstream data, third-party data, or a combination of these.

"Transactional Data" means data generated through use of Smartstream products and services, including operational, behavioural, and interaction data, but excluding data classified as sensitive personal data unless expressly permitted under the applicable customer agreement.

5. Nature and Limitations of AI Systems

Smartstream recognises that AI systems are probabilistic in nature and may produce Outputs that are inaccurate, incomplete, contextually inappropriate, or otherwise unsuitable for particular purposes. In particular:

- Outputs are not guaranteed to be accurate, complete, or fit for any specific purpose.
- Outputs are not professional, legal, financial, medical, or other regulated advice and should not be relied on as such without independent verification by a qualified professional.
- Outputs are designed to support, and not replace, human decision-making, and should be subject to human review and validation before being used in any decision-making process.

6. Deployment and Change Management

Smartstream provides advance notice to customers before deploying or integrating an AI Solution into its Services, Software, or Deliverables. Smartstream also notifies customers of subsequent changes to a deployed or integrated AI Solution where such changes (a) materially alter, or may materially alter, the Intended Use of that AI Solution, or (b) may result in a degradation in the quality, functionality, or performance of the relevant Services, Software, or Deliverables.

7. AI Governance and Risk Management

Smartstream maintains policies, procedures, and controls to govern the design and implementation of AI systems within its Services, Software, or Deliverables. Smartstream takes reasonable steps to identify, assess, and mitigate material risks associated with such AI systems, including risks relating to accuracy, safety, security, and potential misuse. Roles and responsibilities for AI governance are defined within Smartstream and are subject to periodic review.



8. Transparency and Explainability

Where material product functionality involves the use of AI systems and where Outputs are generated, in whole or in part, by automated processes, Smartstream's standard product documentation would include general information regarding the capabilities, Intended Use, and known limitations of such AI systems subject to the reasonable protection of Smartstream's and its licensors' confidential information, trade secrets, and intellectual property.

9. Testing and Validation

Prior to making an AI Solution available to customers as part of the Services, Software, or Deliverables, Smartstream conducts testing and validation to confirm that the AI Solution meets the requirements of this Policy and Smartstream's internal product quality and security standards. Testing and validation activities are documented in accordance with Smartstream's internal procedures.

10. Training Data

Smartstream maintains internal records of how Training Data for its AI Solutions are sourced, curated, and used. On reasonable written request, Smartstream provides customers with a summary of the process used for sourcing Training Data for the relevant AI Solution, subject to the reasonable protection of Smartstream's and its licensors' confidential information, trade secrets, and intellectual property.

11. Data Governance

Smartstream applies the following data governance principles to Customer Data processed in connection with its AI Solutions:

- Customer Data are processed on the terms set out in the applicable customer agreement.
- Smartstream maintains reasonable technical and organisational security measures designed to protect Customer Data from unauthorised access, use, disclosure, alteration, or destruction.
- Access to Customer Data is restricted to authorised Smartstream personnel who are bound by confidentiality obligations.
- Smartstream notifies the relevant customer upon becoming aware of any data breach materially affecting that customer's Customer Data, in accordance with the relevant customer agreement.
- Smartstream does not merge Customer Data with its own data, nor incorporate Customer Data into general data pools for model development or training, except where the relevant customer has provided prior written consent or where such use is otherwise permitted under the applicable customer agreement.
- Customer Data are retained only for the duration necessary to fulfil Smartstream's obligations under the applicable customer agreement, or as required by applicable law or Smartstream's data retention and internal compliance policies. On termination or expiration of the relevant services, Smartstream returns or securely deletes Customer Data in accordance with the applicable customer agreement, subject to retention required by applicable law or Smartstream's data retention and internal compliance policies.

12. Event Logging

AI Solutions are designed to automatically log AI decision-making and performance events, including anomalies and dysfunctions, during operation. Such logging is scoped to what is necessary to confirm that



the AI Solution operates in accordance with its Intended Use. Event logging is not used to capture, retain, or store Customer Data for any other purpose.

13. Human Oversight

Smartstream designs its AI Solutions to support meaningful human oversight by appropriately skilled personnel. To that end, AI Solutions are designed to incorporate mechanisms that enable users to:

- prevent or interrupt action by the AI Solution through human oversight controls and entitlements, protected by configurable identity and access management capabilities;
- elect not to use the AI Solution, and to disregard, override, or reverse any Output generated by the AI Solution; and
- intervene in, or interrupt, the operation of the AI Solution through a clearly accessible "stop" function or equivalent mechanism.

14. Bias and Fairness

Smartstream takes reasonable and proportionate measures to identify and mitigate bias in its AI systems. Smartstream does not intentionally design or deploy AI systems that result in unlawful discrimination on the basis of any characteristic protected under applicable law.

15. Intellectual Property

15.1 Smartstream Intellectual Property

All rights, title, and interest in and to Smartstream's AI Solutions, including all underlying models, algorithms, software, and documentation, and all improvements and modifications to them, are and remain the exclusive property of Smartstream and its licensors. Customers acquire only the rights expressly granted to them under the applicable customer agreement; Smartstream reserves all other rights.

15.2 Outputs

The allocation of rights in Outputs is set out in the applicable customer agreement. As a general matter, Outputs generated through the use of Trained AI that has been created exclusively using a Customer's Customer Data are treated as belonging to that Customer. Outputs generated through the use of AI Solutions that incorporate Smartstream models, third-party models, or training data from sources other than that Customer's Customer Data are not Customer-owned by default, and rights in such Outputs are governed by the applicable customer agreement.

16. Metadata and Transactional Data

Smartstream collects, uses, processes, and analyses Metadata on an aggregated and de-identified basis to operate, maintain, secure, and improve its AI Solutions, including for the purposes of training, testing, and enhancing machine learning models, developing new features and services, and ensuring system security, integrity, and performance.

Smartstream may use Transactional Data, as permitted by the applicable customer agreement, to train, fine-tune, and optimise machine learning models and AI systems and to provide personalised, improved, and context-specific AI features within the relevant customer environment.



17. Ownership and Review

This Policy is owned by Smartstream's AI Governance managed by CISO function. It is reviewed at least annually and/or on the occurrence of any material change to applicable law, regulatory requirements, Smartstream's AI Solutions, or prevailing industry standards. Questions regarding this Policy may be directed to CISO.

