

LUMINANCE AI SYSTEMS TERMS

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Explanatory summary (non-contractual)

These AI Systems Terms are a standalone document that supplements, and is incorporated by reference into, the agreement between Luminance Technologies Ltd (“Luminance”) and the Customer into which they are incorporated being either the Master Agreement or the Proof of Value Terms (in each case, the “applicable Agreement”). They contain tailored clauses for organisations procuring technology which includes an AI System developed by Luminance.

These clauses are based on the standard EU model contractual AI clauses (drafted by legal experts and peer-reviewed). Luminance has assessed the Luminance AI System and determined that it is not a high-risk AI system for the purposes of the EU AI Act (Regulation (EU) 2024/1689). For AI systems that are not high-risk, applying these requirements is not mandatory under the EU AI Act, but is adopted here on a voluntary basis to improve the trustworthiness of the AI functionality procured by the Customer. This version of the clauses is therefore a “light” set targeted at non-high-risk AI systems such as Luminance’s.

These clauses are specific to AI Systems and are distinct from the terms relating to data transfers and Data Protection Laws. For obligations relating to Data Protection Laws, see the Data Processing Addendum and the Subprocessor Page. Any terms concerning intellectual property, acceptance, payment, Term, applicable law, confidentiality or liability are set out in the applicable Agreement, and nothing in these clauses expands Luminance’s liability beyond the position in the applicable Agreement.

Section A — Definitions

Article 1 Definitions

Capitalised terms used in these clauses have the meanings given in the Luminance Glossary and the applicable Agreement, unless otherwise defined below:

Agreement: the Master Agreement or Proof of Value Terms into which these clauses are incorporated, as applicable, of which these clauses form an integral part;

AI System: the AI system(s) referred to in Annex A, including any new versions thereof;

Data Sets: all data sets used in the development of the AI System;

Intended Purpose: the use for which the AI System is intended by Luminance, considering the specific context and conditions of use, as well as the technical Documentation;

Reasonably Foreseeable Misuse: the use of the AI System in a way that is not in accordance with its Intended Purpose, but which may result from reasonably foreseeable human behaviour or interaction with other systems;

Substantial Modification: a change to the AI System during the Term which affects its compliance with the material requirements set out in these clauses, or which changes the Intended Purpose (consistent with Article 3(23) of the EU AI Act).

Section B — Essential requirements in relation to the AI System

Article 2 Risk management system

- 2.1 Luminance takes reasonable steps so that a risk management system is established and implemented in relation to the AI System.
- 2.2 The risk management system will comprise the following steps:
 - (a) identification, estimation and evaluation of the known and reasonably foreseeable risks to the fundamental rights recognised in the European Union that are likely to arise in light of the Intended Purpose of the AI System and Reasonably Foreseeable Misuse;
 - (b) evaluation of other possibly arising risks; and
 - (c) adoption of appropriate and targeted risk management measures designed to address the risks identified pursuant to points (a) and (b) in accordance with the following paragraphs.

- 2.3 Luminance will review the relevant residual risks associated with each material hazard (as well as the overall residual risk) of the AI System. Such risks may be judged acceptable by Luminance, provided that the AI System is used in accordance with the Intended Purpose or under conditions of Reasonably Foreseeable Misuse.
- 2.4 In identifying the most appropriate risk management measures referred to in paragraph 2.2(c), Luminance will include: (a) elimination or reduction of identified risks as far as technically feasible through adequate design and development of the AI System; and (b) where appropriate, implementation of adequate mitigation and control measures in relation to risks that cannot be eliminated.
- 2.5 Luminance takes reasonable steps so that the AI System is tested appropriately in order to verify whether it complies with these clauses and whether the risk management measures referred to in paragraph 2.2(c) are effective in light of the Intended Purpose and Reasonably Foreseeable Misuse.
- 2.6 Luminance will document risks identified, measures taken, and tests performed in the context of compliance with this Article.
- 2.7 The risk management system shall be a continuous and iterative process run throughout the duration of the applicable Agreement. After the Commencement Date, Luminance will regularly review and update the risk management process to ensure its continuing effectiveness. If reasonably required for the proper execution of the risk management system, the Customer will provide Luminance, on request, information insofar as this is not of a confidential nature.

Article 3 Data Sets

- 3.1 Luminance takes reasonable steps so that the Data Sets used in the development of the AI System, including training, validation and testing, are subject to data governance appropriate for the Intended Purpose. Those measures will include:
 - (a) transparency as regards the original purpose of data collection;
 - (b) relevant design choices;
 - (c) data collection processes;
 - (d) data preparation processing operations, such as annotation, labelling, cleaning, enrichment and aggregation;
 - (e) the formulation of relevant assumptions, notably with respect to the information that the data are supposed to measure and represent;
 - (f) examination in view of possible biases that are likely to affect health and safety of natural persons or lead to discrimination prohibited by the laws of the European Union;
 - (g) appropriate measures to detect, prevent and mitigate possible biases; and
 - (h) identification of relevant data gaps or shortcomings that prevent compliance with these clauses, and how those gaps and shortcomings can be addressed.
- 3.2 Luminance takes reasonable steps so that the Data Sets are relevant, representative, and (once categorised and reviewed, as far as reasonably possible) free of errors, and as complete as possible in view of the Intended Purpose. These characteristics may be met at the level of individual data sets or a combination thereof.
- 3.3 The obligations under this Article apply not only to the development of the AI System prior to the Commencement Date, but also to any use of Data Sets by Luminance that may affect the functioning of the AI System at any other time during the term of the applicable Agreement.

Article 4 Technical documentation and instructions for use

- 4.1 The instructions for use shall include clear and user-friendly information.
- 4.2 The technical Documentation and instructions for use will be drawn up in English.
- 4.3 Subject to the terms of the applicable Agreement, the Customer may make copies of the technical Documentation and instructions for use to the extent necessary for internal use within the Customer's organisation.

Article 5 Record-keeping

- 5.1 Luminance takes reasonable steps so that the AI System is designed and developed with proportionate and technically appropriate capabilities enabling the automatic recording of events (“logs”) while the AI System is operating. Those logging capabilities will reasonably conform to industry standard.
- 5.2 The logging capabilities shall ensure a level of traceability of the AI System’s functioning throughout its lifecycle that is appropriate to the Intended Purpose and Reasonably Foreseeable Misuse. In particular, they shall enable the recording of events relevant for the identification of situations that may: (a) result in the AI System presenting a risk to health or safety or to the protection of fundamental rights; or (b) lead to a Substantial Modification.
- 5.3 Luminance shall keep the logs automatically generated by the AI System, to the extent such logs are under its control, for the duration of the applicable Agreement.

Article 6 Transparency of the AI System

- 6.1 Luminance takes reasonable steps so that the AI System is designed and developed in such a way that its operation is sufficiently transparent to enable the Customer to reasonably understand the system’s functioning.
- 6.2 To support appropriate transparency, appropriate technical and organisational measures will be implemented by Luminance. These measures should result in the Customer being able to understand and use the AI System appropriately.

Article 7 Human oversight

- 7.1 Luminance takes reasonable steps so that the AI System is designed and developed in such a way, including with appropriate human-machine interface tools, that it can be effectively overseen by natural persons.
- 7.2 Luminance takes reasonable steps so that appropriate measures are embedded in the AI System and taken to facilitate human oversight. Luminance may provide the Customer with support (as further set out in the applicable Agreement or the Support Datasheet), which may include: (a) information to sufficiently understand the relevant capacities and limitations of the AI System; (b) the ability to duly monitor its operation; and (c) managing the characteristics of the system and the tools and methods of usage available.

Article 8 Robustness and cybersecurity

- 8.1 Luminance takes reasonable steps so that the AI System is designed and developed following the principle of security by design and by default. In light of the Intended Purpose, it should achieve an appropriate and reasonable level of robustness, safety and cybersecurity, and perform consistently in those respects throughout its lifecycle.
- 8.2 In order to facilitate an appropriate and reasonable level of robustness, safety and cybersecurity, Luminance shall implement the technical and organisational measures set out in the Technical and Organisational Measures (TOMs) document available on the Legal Hub.

Article 9 Compliance

- 9.1 Luminance will take reasonable steps so that, from the Commencement Date until the end of the term of the applicable Agreement, the AI System complies with these clauses.
- 9.2 If, during the term of the applicable Agreement, Luminance considers or has reason to consider that the AI System is not in conformity with these clauses (whether in response to a comment by the Customer or not), it will take the corrective actions necessary to bring the system into conformity.

Article 10 Obligation to explain the functioning of the AI System

- 10.1 In addition to Article 6, during the term of the applicable Agreement Luminance may provide reasonable assistance to the Customer, on request, to explain (if reasonably possible and without compromising any trade secrets or proprietary processes) how the AI System arrived at a particular decision or outcome. This assistance may include an indication of the key factors that led the AI System to arrive at a particular result and the changes to the input which may be made in order for it to arrive at a different outcome.

Article 11 Generative model functionality

- 11.1 The AI System and certain Product features (including Lumi) use Additional Generative Models, some of which are accessed via a third-party model provider's application programming interface (as described on the Subprocessor Page). The treatment of Customer Confidential Information and material subject to Intellectual Property Rights that is transmitted to a model provider at the Customer's direction is set out in the applicable Agreement. The processing of Personal Data (including any transfer to a model provider) is governed by the Data Processing Addendum.

Annex A — The AI System and the Intended Purpose

Description of the AI System. Within the scope of these clauses is the following system: Luminance's proprietary Large Language Model, which leverages advanced Transformers-based Natural Language Processing (NLP) as well as other Machine Learning (ML) techniques in order to provide end users with assistance and acceleration in their legal processes. Functionality may include supervised and semi-supervised ML techniques, and manual or agentic workflows (including Lumi).

Intended Purpose. Luminance delivers a service to the Customer which includes the AI System. The Intended Purpose is to facilitate and enhance legal document analysis, legal research, contract analytics and legal workflows of numerous varieties, as the Product capability expands.

Annex B — Technical and organisational measures (robustness, safety and cybersecurity)

Luminance implements the technical and organisational measures referenced in the Technical and Organisational Measures, Master Agreement (Clause 16), and the Data Processing Addendum, available on the Luminance Legal Hub.

[End of AI Systems Terms]