

Specific Contracting Terms for SESAME AI

1.- Specific Terms for the "SESAME AI" Service Agreement

1.1. Nature of the Artificial Intelligence System

The Client acknowledges that the "SESAME AI" service incorporates features based on artificial intelligence systems in accordance with Regulation (EU) 2024/1689.

SESAME acts as the AI system provider, and the Client as the deployment responsible party, assuming the obligations applicable to it in connection with the use of the system.

1.2. Intended Purpose and Permitted Use

The system must be used exclusively in accordance with its intended purpose and the Documentation provided by SESAME.

The following are prohibited:

- using the system for purposes other than those intended;
- modifying or altering its operation;
- using it in contexts not evaluated by SESAME.

The Client assumes full responsibility for any consequences arising from such uses.

Furthermore, the Client undertakes to pass on and enforce the conditions, limitations, and obligations relating to the use of artificial intelligence systems set out in these General Terms and Conditions to its employees, collaborators, partners, representatives, and, in general, to any natural or legal person who, under its direction, control, or responsibility, accesses or uses such features.

The Client shall be liable to SESAME for any breach of the aforementioned conditions by such persons, to the extent that such access or use occurs within the scope of its organization or under its responsibility.

1.3. Human Oversight

The Client undertakes to use the system under adequate human supervision.

In particular:

- it may not be used as the sole criterion for employment-related decisions;
- human intervention must be ensured in decisions with legal effects;
- results must be reviewed before use.

The system is a decision-support tool and does not replace human judgment.

1.4. System Limitations

The Client acknowledges that:

- the system may generate inaccurate, incomplete, or biased results;
- results do not constitute final decisions;
- there may be technical limitations or limitations arising from the data.

SESAME implements reasonable mitigation measures in line with the state of the art.

1.5. Dependence on Third-Party Models

The artificial intelligence features included in the service may rely on models provided by third parties (including providers of large language models or other advanced systems).

The Client acknowledges that:

- such models may evolve, be modified, or be updated by their providers;
- generated results may vary over time;
- SESAME does not control the internal architecture or training of such models.

SESAME acts as a system integrator, not as a developer of the underlying model, without prejudice to its obligations as a system provider under Regulation (EU) 2024/1689.

1.6. Misuse and Liability

The Client shall be liable for:

- decisions made on the basis of the system's outputs;
- use contrary to the Documentation or intended purpose;
- regulatory non-compliance arising from the use of the system.

SESAME shall not be liable for any damages arising from misuse or non-compliant use.

1.7. Intellectual Property and Data

The Client warrants that it holds sufficient rights over the data entered into the system.

SESAME shall not be liable for third-party rights infringements arising from:

- Client inputs;
- misuse of outputs;
- use outside the intended purpose.

1.8. Transparency

The Client undertakes to comply with applicable transparency obligations, including providing information to end users when they interact with the system.

1.9. Relationship with the Principal Agreement

These terms supplement and develop the principal agreement without replacing it. In the event of conflict, the principal agreement shall prevail, except with regard to matters specific to the use of AI.