Key AI Contractual Clauses

A. Introduction

Dubai Holding applies AI contractual clauses to all service providers who use, provide, or rely on artificial intelligence in connection with the provision of services. These clauses ensure compliance with applicable Artificial Intelligence Laws, including the EU AI Act and UAE AI Ethics Principles, and protect Dubai Holding's data, intellectual property, and interests.

The specific contractual clauses applied depend on:

- Whether AI is used in the **delivery of services** (if no AI is used, a No-AI clause applies);
- Whether the use falls within the **scope of the EU AI Act** or outside it; and
- The **assessed risk level** (limited/minimal or high risk) per Dubai Holding's due diligence process.

This document summarises the key AI obligations that service providers can expect in their agreements with Dubai Holding.

These clauses align with applicable Artificial Intelligence Laws and Dubai Holding's Legal Governance Framework and should not require amendment for compliance purposes.

B. Overview of Key Clauses

The following section summarises key AI obligations. Where noted, additional requirements apply for *high risk* engagements or where the EU AI Act applies.

1. AI Literacy and Personnel Training

- Each party shall ensure personnel who interact with or oversee the AI System maintain AI literacy through appropriate training.
- Training must be documented; refresher courses required for Substantial Modifications or significant changes in Artificial Intelligence Laws.

2. Prohibited AI Practices

- Service Providers must warrant that the AI System does not employ prohibited practices under applicable Artificial Intelligence Laws.
- *For high risk*: additionally warrant that any GPAI Model is not a GPAI Model with Systemic Risk (notify Dubai Holding in advance if applicable).

3. Ongoing Legal Compliance and Monitoring

- Service Providers must monitor applicable Artificial Intelligence Laws (including risk classification impacts) and promptly implement changes to maintain compliance.
- Notify Dubai Holding of changes and any impact to risk category by emailing privacyoffice@dubaiholding.com.

4. Dubai Holding's Data Restrictions and AI Training Prohibition

- Service Providers must not use Dubai Holding's Data Sets for any AI-related purpose (including training) without Dubai Holding's prior written consent.
- *No-AI clause*: prohibits using Dubai Holding's Data to train, develop, or operate AI systems, and using AI functionality in services without prior written consent.

5. Substantial Modifications and Experimental Features

- Service Providers must notify Dubai Holding in writing before any Substantial Modification to the AI System.
- Prior written authorisation and opt-in required before introducing experimental, preview, or beta features.
- *For high risk*: update or replace models with equal/improved functionality; give not less than 90 days' notice of material deprecation.

6. Transparency and Explainability

- Service Providers must maintain and share up-to-date technical documentation and clear instructions for use upon or prior to Delivery.
- For AI Systems producing text, image, audio, or video content: provide ability to disclose AI-generated outputs, including support for Dubai Future Foundation HMC icons where applicable.
- *For high risk*: provide comprehensive technical documentation in compliance with Artificial Intelligence Laws, enabling Dubai Holding to perform its own compliance assessment.

7. Risk Management, Human Oversight and Security

- Service Providers must embed appropriate human oversight measures in the AI System.
- Enable Dubai Holding to interpret outputs, detect automation bias, and monitor, intervene, override, or disable the AI System as necessary.
- Implement and maintain technical and organisational measures for security, integrity, and resilience of the AI System and Dubai Holding's Data Sets.

- Implement appropriate data governance practices, including transparency about data sources, data quality, and measures to detect, prevent, and mitigate bias.
- *For high risk*: establish and maintain a risk management system throughout the AI lifecycle, including post-market monitoring and automatic event logging with minimum six-month retention.

8. Accountability and Audit

- Service Providers must cooperate with and assist Dubai Holding (at no extra cost) to ensure compliance with Artificial Intelligence Laws, including fundamental rights impact assessments.
- Dubai Holding may audit compliance with reasonable notice. Non-compliance must be resolved at Service Provider's cost, including subsequent audit costs.

9. Intellectual Property and Licensing

- Service Providers must warrant that use of the AI System and third-party data shall not infringe any third party's intellectual property.
- Promptly notify Dubai Holding of any suspected, threatened, or actual IP infringement inDubai Holding's Data Sets, Input Data, or Output Data.
- Dubai Holding retains all rights, title, and interest in Dubai Holding's Data Sets, Input Data, and Output Data.

10. Liability and Indemnity

- Service Providers agree to indemnify Dubai Holding against damages, losses, liabilities, expenses, or claims arising from:
    - breach of AI Agreement obligations or Artificial Intelligence Laws, including IP infringements; and
    - use of the AI System.

11. Termination and Decommissioning

- On termination or expiry, Service Providers must securely delete or return (at Dubai Holding's option) all Dubai Holding's Data Sets, Input Data, Output Data, and logs. Written certification of deletion required if requested.

12. Non-Compliance and Incident Reporting

- If the Service Provider becomes aware of non-compliance, new risks, or incidents relating to any AI System, it must:
    - notify Dubai Holding in writing to privacyoffice@dubaiholding.com without undue delay;
    - update technical documentation; promptly resolve issues and prevent re-occurrence at its own cost;

- and take measures to eliminate or mitigate new risks.

13. Change in Law

- If applicable Artificial Intelligence Laws change such that the EU AI Act or other laws become applicable after the Effective Date, the parties shall promptly negotiate necessary amendments.

C. Risk-Based Application of AI Clauses

No AI (No-AI Clause)

Applies where the Service Provider does not use AI in service delivery except for Enterprise AI tools. Prohibits using Dubai Holding's Data to train, develop, or operate AI systems, and using AI functionality without prior written consent. Any approved AI use requires a separate written AI agreement.

Low-Risk AI (Outside EU AI Act Scope)

Applies to low/minimal risk AI use cases outside EU AI Act scope. Covers baseline AI governance: AI literacy, prohibited practices, transparency, human oversight, data governance, audit rights, and IP protections. No obligation to maintain EU AI Act-specific documentation. Includes change-in-law provision.

Baseline AI (EU AI Act aligned - Limited/Minimal Risk)

Applies to AI use cases within EU AI Act scope determined as low/minimal risk. Includes same baseline provisions as Low-Risk template, plus EU AI Act-aligned requirements: monitoring developments, maintaining compliance, and notifying changes to risk classification.

High AI (EU AI Act aligned - High Risk)

Applies to high-risk AI Systems and GPAI Models (excluding those with Systemic Risk) within EU AI Act scope. Includes all baseline provisions plus: detailed technical documentation and instructions; full risk management system throughout AI lifecycle; automatic event logging with minimum six-month retention; conformity assessment and CE marking; post-market monitoring; and high accountability and audit provisions.