Policy for Software Developers Using Gen-AI Technology

1 Introduction

1.1 Generative artificial intelligence (Gen-AI) technology represents a great opportunity to BT. As we use these tools, it is critical we embrace them responsibly.

1.2 BT is extending access to Gen-AI tools to our suppliers, contractors and sub-contractors, particularly where they work alongside our full-time employees developing software and code.

1.3 All our suppliers, contractors and sub-contractors must make sure they understand the risks set out in this Policy and follow its requirements . This Policy sets out mandatory rules applicable to the use Gen-AI tools across BT.

1.4 You should read and comply with this Policy when you are using Gen-AI tools for or on behalf of BT. Non-compliance may lead to legal action and we may terminate our relationship with individuals and organisations working on our behalf in case of breach this Policy.

1.5 A copy of this Policy is available on the Policies Portal on BT's Selling to BT website, which can be found here. This Policy will be updated from time to time, please visit the Policies Portal periodically for any updates.

2 Scope

2.1 This Policy applies to you if:

    a) you work for or on behalf of BT. This Policy applies to all suppliers, contractors and sub-contractors doing business with or acting on behalf of BT;

    b) you use Gen-AI tools provided by BT; and

    c) your use of Gen-AI tools for any work you do for or on behalf of BT.

2.2 This Policy is complemented by and must be read together with BT's policies and generic standards all suppliers, contractors and sub-contractors are required to comply with when providing goods or services. You can find these on the Policies Portal here.

2.3 This Policy applies in addition to any other policies, rules, obligations or contractual arrangements applicable to you when providing us services, such as BT's Primary Requirements and does not vary or exclude them.

3 What words mean

3.1 Some of the words and phrases in this Policy mean specific things.

3.2 The words below have the following meanings:

    3.2.1 'You' and 'your' means:

        (a) if you are contracting as an individual, you; or

        (b) if you are contracting on behalf of an entity or organisation, you and such entity, including the entity's users, employees, suppliers, contractors and sub-contractors.

    3.2.2 Phrases that refer to 'BT', 'we', 'our' or 'us' refer to BT Group or its subsidiaries (including controlled joint ventures).

    3.2.3 The words 'include', 'including', 'particularly' and similar do not limit something to just the examples that follow.

    3.2.4 For the purposes of this Policy, 'Gen-AI tools' refers to any software, tool, solution, application, service or other which uses AI models to generate text, code, images and other content based on training data.

    3.2.5 Any reference to specific policies, guardrails, laws or regulations refers to such documents as amended, replaced or extended.

4 Responsible AI Principles

4.1 At BT, we are committed to the responsible use of artificial intelligence. Our approach to Gen-AI follows our approach to Responsible AI – which is based on our Code ('being trusted'), our Purpose ('we connect for good') and our Responsible Tech Principles:

    4.1.1. **For good**, i.e., we use AI to empower people and improve their lives.

        a) We use AI to unlock value for our business and society.

        b) We use AI to empower people.

        c) We build AI in such a way that we can harness it for good, control its use and power and monitor it.

    4.1.2. **Accountable**, i.e., we take responsibility for our actions and protect individuals and organisations against the misuse of AI.

        a) We ensure an individual has overall responsibility over the AI.

        b) We take steps to ensure the data underpinning AI is trustworthy and of good quality.

        c) We test our AI and document our findings.

    4.1.3. **Fair**, i.e., we treat people fairly and with respect.

        a) We monitor our use of AI to ensure outcomes are fair.

        b) We take steps to identify and manage bias.

        c) We understand the risk of bias and take steps to identify and mitigate it.

    4.1.4. **Open**, i.e., we listen, collaborate and are transparent about our actions.

        a) We listen to our stakeholders and are transparent about how we use AI.

        b) We take steps to explain how the AI we use works and what factors impact its output.

    c)   We tailor our explanations to our audiences.

4.2   Your use of Gen-AI for or on behalf of BT must align with our Responsible Tech Principles and comply with any applicable legal and regulatory requirements. For example, AI, data privacy, intellectual property, equality and other.

5   High-level Risks

5.1   Before using and when you use Gen-AI tools for or on behalf of BT, you must ensure you consider the following high-level risks:

    a)   **Inaccuracy** – Gen-AI outputs are purely statistical in nature. Their accuracy depends on the data used to train the model (which may be inaccurate or incomplete) and the model's parameters, for which BT has no insight. The generated outputs may not fully or correctly implement the specified functionality, so testing and validation is essential.

    b)   **Security** – Gen-AI responds to prompts and existing data. Outputs would likely not constitute a complete virus or piece of malicious code and it would take a conscious effort to combine many outputs into complete malware. Nonetheless, security is an essential aspect when using Gen-AI.

    c)   **Over-reliance** – Gen-AI should augment humans, not replace them. We should use them as a tool, but we should not depend on it fully for critical roles. Human oversight is always essential.

    d)   **Bias** - The AI models are only as good as their training data. We should always be aware that the code may inherit biases or lack diversity from the original data. Data used to train Gen-AI may result in unintended bias in the outputs.

    e)   **Explainability** - It may not be clear how a given Gen-AI tool arrived at a particular output. Lack of transparency in model logic can be an issue.

    f)   **Outputs** – Gen-AI generates outputs and suggestions which may be integrated into BT's systems, services, processes, code, among other. After the outputs are integrated, we will not necessarily know which parts came from Gen-AI and which parts were BT made.

    g)   **IP Infringement** – Generated outputs might include content that is protected by third party intellectual property rights which could give third parties a tolerable basis for claiming IP infringement.

6   Using Gen-AI

6.1   Before using and when you use Gen-AI tools for or on behalf of BT, **you must**:

    a)   Be aware of the limitations and risks associated with Gen-AI tools.

    b)   Be aware you could trigger liability for BT and yourself for breach of confidentiality, copyright infringement or for actions based on data/outputs that are biased or inaccurate.

    c)   Ensure your use of Gen-AI for or on behalf of BT aligns with our Responsible AI Principles.

    d)   Ensure that the Gen-AI tool is robust, secure and subject to controls and appropriate technical and organisational measures to monitor security, accuracy, effectiveness and performance.

    e)   Undergo continuous testing, checks, reviews and maintenance to ensure the Gen-AI tool is performing as expected.

    f)   Ensure all risks associated with the Gen-AI tool are identified and managed (including those arising from unintended use).

    g)   Complete BT's mandatory training on Gen-AI, as well as any specific training for a particular Gen-AI tool.

    h)   Comply with BT guidelines and guardrails applicable to the specific Gen-AI tool(s) you are using.

    i)   Ensure all outputs and generated content have human oversight and thorough validation, in particular to check for accuracy, bias, quality, duplication of response and infringement of third-party intellectual property rights.

6.2   When you use Gen-AI tools **you must never**:

    a)   Input any personal data, confidential information, commercially sensitive information, data subject to intellectual property rights or any data subject to additional protections or contractual restrictions.

    b)   Input any BT Group or third-party software content, such as code or data.

    c)   Rely on the tool for implementing security features. All outputs (regardless of its source) must be thoroughly reviewed from a security perspective, preferably by multiple people.

    d)   Accept Gen-AI tool's outputs without proper checks and validation. You should never rely on outputs without human validation.

    e)   Externally publish or share outputs, content, code, software or products created with the help of Gen-AI tools without properly checking and validating the generated content.

7   Acceptable Use of Gen-AI

7.1   You must always use Gen-AI tools in accordance with the manufacturer's acceptable use policies and all applicable terms and conditions.

7.2   You will not use Gen-AI in breach of this Policy nor in breach of any other rules, obligations or contractual arrangements applicable to your services or otherwise in any way that BT reasonably considers to be:

7.2.1   fraudulent or dishonest;

7.2.2   detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression);

7.2.3   detrimental to the provision of services to BT customers;

7.2.4   damaging to BT's brand or reputation;

7.2.5   in a way prohibited by law, regulation, governmental order or decree;

7.2.6   to threaten, incite, promote or actively encourage violence, terrorism or other serious harm;

7.2.7   for any content or activity that promotes child sexual exploitation or abuse;

7.2.8   to try to gain unauthorised access to or disrupt any service, device, data, account or network;

7.2.9   to violate the security, integrity or availability of any user, network, computer or communications system, software application or network or computing device;

7.2.10   to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam") or distribute malware;

7.2.11   in any application or situation where failure could lead to the death or serious bodily injury of any person or to severe physical or environmental damage; or

to assist or encourage anyone to do any of the above.

7.3   You will not use Gen-AI tools to take or attempt to take, any action that could:

7.3.1   transfer or store files that are, contain or are made up of viruses, worms, trojans, distributed denial of service, any back door or time-bomb or any other malicious code, harmful programmes or software designed to violate the security of BT, any other person or company; or

7.3.2   prevent, block or obstruct access to any programme installed on or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.

7.4   You must only use Gen-AI tools for the purposes for which they have been designed and as necessary to exercise the functions and provide the services BT has hired you to do under the applicable contractual arrangements.

7.5   You must not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Gen-AI tool for uses other than those pursuant to this Policy.

8   Amazon CodeWhisperer

8.1   BT rolled out CodeWhisperer – a Gen-AI tool which helps our teams write better code, faster and is starting to be used at scale.

8.2   To use AWS Codewhisperer, you must comply with this Policy and ensure:

a)   you have read, understood and comply with the **Amazon CodeWhisperer: Guardrails (Schedule I)**; and

b)   you have undertaken the access and onboarding process for CodeWhisperer, available on BT's Digital Campus and that you have completed the **Guardrail assessment** for CodeWhisperer.

Schedule I – Amazon CodeWhisperer Guardrails

CodeWhisperer is a Generative AI service from Amazon Web Services (AWS) which generates code snippets and suggests code edits/improvements by analysing contextual comments and existing code. CodeWhisperer may also complete partial code based on its expected functionality described in accompanying text, identify and recommend code fixes for bugs/errors and evaluate code quality. BT inputs the requests or "content" and CodeWhisperer delivers the code suggestion. **CodeWhisperer does not retain, collect, store, share, nor reuse our content**, i.e., the stuff BT inputs to help generate CodeWhisperer suggestions, nor does it retain/remember the suggestions themselves or any of the prompts/code delivered to us.

However, CodeWhisperer does collect and processes client-side telemetry data, i.e., data quantifying usage of the service (e.g., it may track if a recommendation is accepted or rejected, how many people are using CodeWhisperer, etc.). **Client-side telemetry data does not contain actual code and does not contain personally identifiable information (PII)**.

At BT, we will use CodeWhisperer to help our developers by translating natural language specifications into code, enhancing code completion and recommending code improvements.

CodeWhisperer should be used as an AI-powered assistant, used to augment our own developer skills and improve our software development process, it should **NEVER** be used without proper human oversight.

When you use CodeWhisperer, remember that every developer is responsible for all of their code, including any suggestions produced by CodeWhisperer. As such, all CodeWhisperer code suggestions must be treated in the same way as human-written code and must undergo the same quality checks and balances as human code.

To re-iterate the point, each developer is responsible for the code they create/deliver, regardless of the source of that code.

Specifically, please ensure you consider the following points when working with CodeWhisperer:

- **Accuracy** - The generated code may not fully or correctly implement the specified functionality, so testing and validation is essential.

- **Security** - CodeWhisperer responds to prompts and existing code. Outputs are typically 1-30 lines of code and would likely not constitute a complete virus or piece of malicious code. It would take a conscious effort to combine many suggestions into complete malware. Nonetheless, security is an essential aspect when using CodeWhisperer.

- **Over-reliance** - CodeWhisperer should augment developers, not replace them. We should use it as a tool, but we should not depend on it fully for critical code. Human oversight is always essential.

- **Bias** - The AI models are only as good as their training data. We should always be aware that the code may inherit biases or lack diversity from the original data. Data used to train CodeWhisperer may result in unintended bias in the outputs.

- **Explainability** - It may not be clear how CodeWhisperer arrived at a particular code suggestion. Lack of transparency in model logic can be an issue.

- **Outputs** - CodeWhisperer generates code snippets and suggestions which may be integrated into BT code. After the outputs are integrated, we will not necessarily know which parts came from CodeWhisperer and which parts were BT made.

Important:

- Use of CodeWhisperer is subject to the guardrails set out in this document.
- Please ensure you are familiar with the limitations and risks associated with using CodeWhisperer.

Guardrails - **When you use CodeWhisperer, you must comply with the following guardrails:**

DO
Getting Started
- Always and only use CodeWhisperer under an AWS account which is approved by BT.   - Comply with AWS Service Terms / Acceptable Use policies. AWS can terminate accounts and services for acceptable use policy violations.   - Comply with all applicable BT Policies, Standards and any guidelines which may be applicable to the use of CodeWhisperer.   - Only use CodeWhisperer for existing day to day activities. If you intend to do something new as a result of the functionalities CodeWhisperer offers, a new Solution Impact Assessment/Privacy Impact Assessment is required.   - Continue to utilize any automated vulnerability or malware detection tools and ensure that all security requirements for the project you are working on are followed.
Reviewing Outputs
- Every developer is responsible for their code, including any code that is generated by CodeWhisperer. Ensure that it aligns with BT's quality standards and that any project-wide validation processes that would normally be applied are also applied to CodeWhisperer's code suggestions.   - Ensure that you always review thoroughly whether outputs are accurate before using them. Thorough software testing of various forms (unit, integration, acceptance, etc.) should be performed. If possible, ensure that all code is covered by these tests and human-centred validation such as manual code reviews are performed regularly.   - Ensure that all code generated with the help of CodeWhisperer is subject to the same standard of software testing.   - Carefully review any AI-generated inputs from a security standpoint, i.e., review any security-related code suggestions to ensure there are no vulnerabilities introduced.   - Ensure that when using CodeWhisperer for developing software for third parties, content we publish externally and/or any externally facing activities, the testing and validation requirements that govern this interaction are followed to completion.

DON'T
• Use a CodeWhisperer individual account, your AWS personal account or any other account other than a professional-tier BT AWS account. Do not use your BT AWS account on projects outside BT or for personal projects.
• Opt out of <u>telemetry tracking</u>. This helps BT understand how we use CodeWhisperer.
• Input any personal data, customer confidential information, commercially sensitive information or any data that is subject to additional protections or contractual restrictions.
• Input any BT Group or third-party software code without proper checks and validation.
• Rely on CodeWhisperer for implementing security features. All code (regardless of its source) must be thoroughly reviewed from a security perspective, preferably by multiple people.
• Blindly accept CodeWhisperer suggestions (for instance, by hitting the TAB key or copying and pasting code) without proper checks and validation. You should not rely on outputs without human validation.
• Externally publish or share code, software or products without properly checking and validating CodeWhisperer's code suggestions.

CodeWhisperer Outputs

CodeWhisperer is trained on code originating from AWS and open-source repositories, under permissive licenses. However, a common behaviour of generative AI such as CodeWhisperer is that when the model has not been provided enough context to generate specialised responses, it may directly quote its training data.

Within BT's CodeWhisperer account, **we have enabled filters that excludes (i.e., detects and hides) suggestions that directly reference the open-source code from within the training data**. This means that the CodeWhisperer code suggestions should never violate open-source licences. While this should filter out the majority of direct references to CodeWhisperer's training data, **you should still take care to thoroughly review suggestions before accepting them** and integrating them into our software, services and products – both for external and internal purposes. Failure to check the output and comply with code standards may harm BT through claims by third parties.

Therefore, **you should always**:

- Be aware of and have a critical lens over the suggestions provided by CodeWhisperer (remember the output is only as good or as clean as the training data input).
- Verify suggestion acceptance, analyse whether suggested code should be integrated in our content and whether it is up to BT's quality standards.
- Ensure that all outputs have human oversight and validation, especially before sharing them or publishing them externally.

Acceptable Use

CodeWhisperer must be used in accordance with <u>AWS Service Terms</u> / <u>Acceptable Use</u> policies, which requires, among other things, that CodeWhisperer must not be used:

a. in a way prohibited by law, regulation, governmental order or decree.
b. to violate the rights of others.
c. to threaten, incite, promote or actively encourage violence, terrorism or other serious harm.
d. for any content or activity that promotes child sexual exploitation or abuse.
e. to try to gain unauthorised access to or disrupt any service, device, data, account or network.
f. to violate the security, integrity or availability of any user, network, computer or communications system, software application or network or computing device.
d. to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam") or distribute malware.
f. in a way that could harm CodeWhisperer or impair anyone else's use of it.
g. in any application or situation where failure of CodeWhisperer could lead to the death or serious bodily injury of any person or to severe physical or environmental damage; or
h. to assist or encourage anyone to do any of the above.