

From: Kaplan, Inc. Legal

Subject: KINC Legal Announcement - Generative AI Additional Rules of the Road for Products with Team Licenses



INC. LEGAL ANNOUNCEMENT

Compliance Matters...

As Kaplan moves into greater adoption of Generative AI, the tools available to us are evolving rapidly. We **support development and exploration** of ways to improve our efficiency, creativity, and output through the use of GenAI functionality, while protecting sensitive information and complying with our contractual obligations. Accordingly, this [Team License Addendum](#) to the [Rules of the Road](#) gives **more specific guidance** around the use of certain GenAI tools in the course of performing our Kaplan functions and creating work product.

Team Licenses: Individual business units and teams at Kaplan might, with proper business unit approvals, start obtaining limited licenses to use certain tools that will be “walled off,” i.e. where Kaplan data is *not* used to train the tool and is *not* accessible by others.

NOTE: Adoption of such products requires prior review by Business Unit Legal and IT, under applicable business unit approval processes.

A couple of examples include ChatGPT Team and the Claude Team plan. While these types of “off the shelf” team license agreements may provide a more secure environment than most free or individual versions available online and, therefore, **greater flexibility**, it’s important to note that they do not provide Kaplan with all of the protections that an enterprise (or customized) license would.

As such, even when working in a walled-off tool for which a Kaplan group has a team license, we still must (A) be careful with sensitive and confidential information, and make sure we abide by contractual obligations, and (B) take certain steps to ensure security. **When working in a walled-off tool for which Kaplan has a team license, follow the guidelines for these two categories below:**

A. Kaplan and customer information:

1. You **MAY** input Kaplan assets and intellectual property (IP), such as Kaplan pitch decks, instructional content and questions.
2. You **MAY** input internal documents such as meeting notes, draft marketing materials, and presentations (subject to A.3, below).
3. You **MAY NOT** input **highly confidential** Kaplan or third-party information such as:
 - i. **Non-public financial or business strategy information**, including but not limited to budgets, working papers, financial decks, any documents containing financial information that has not been publicly filed
 - ii. Customer or employee **personally identifiable information (PII)**
 - iii. **Sensitive personal information**, subject to enhanced privacy protections (such as health or biometric information)
 - iv. **Login credentials** (remember: never share login credentials!)
 - v. Other **highly confidential information**
4. You **MAY NOT** input third-party intellectual property, unless specifically permitted under an applicable agreement or terms of use.

NOTE: Current use of third-party content in Kaplan curricula does not grant permission to input third-party intellectual property into AI tools. For instance, a license to use LSAC questions in a Kaplan course does not automatically permit Kaplan to use those questions in an AI tool.

When in doubt, CONSULT WITH YOUR BUSINESS UNIT LEGAL TEAM!

B. Security measures:

1. If the tool does not sit behind Single Sign On (such as through OneLogin or Microsoft Entra), you **MUST** enable **multi-factor authentication (MFA)**. This applies even during a trial use phase.

- i. MFA options should typically be available in a tool's security settings within your account. If prompted to scan a QR code, you can use the Google Authenticator app or the authenticator app of your choice. Consult your IT team with questions.

NOTE: When a tool does not sit behind Single Sign On connected to Kaplan's systems, manual removal of terminated employee access will be required. Managers of teams utilizing GenAI tools are required to conduct frequent (preferably at least monthly) audits to ensure that terminated employee access to GenAI tools is removed. Failure to do so may result in access to Kaplan confidential information and IP by former employees.

2. You **MUST** disable use of Kaplan's information for training purposes AND **opt out of sharing** any data submitted to a generative AI tool with the provider of the tool. Consult your IT team with questions.

As a reminder:

1. **Do not presume that Kaplan will own the content** of responses generated by generative AI tools or can use it for commercial purposes, despite what terms and conditions may say. There are steps you may need to take to gain IP rights.

Consult with your Business Unit Legal department for advice on the use of generated content to ensure Kaplan is not violating IP rights and is able to protect its own.

2. **Independently verify all responses received** from generative AI tools. There are still many inaccuracies and data gaps in the systems!

While the output of generative AI tools can look very convincing, their output should not at this time be relied upon for making decisions, providing advice, or being used without expert review.

3. Use of generative AI tools on Kaplan equipment must be **limited to business-related activities, consistent with GHC's and Kaplan's policies and ethical standards, and in compliance with all applicable laws and regulations**, including intellectual property, data protection and privacy laws. **Do not assume** because Kaplan has an approved software license with a vendor, that a related AI application is also approved (i.e. Google extension).

Consult your Business Unit Legal department with any questions, as well as your business unit handbook and [GHConnect's Policy Portal](#) for relevant Kaplan and GHC policies, including [Kaplan's Acceptable Use Policy](#) and business unit specific policies.

4. All assets created through the use of generative AI systems must be **professional and respectful**. Do not use offensive or abusive language, and do not engage in any behavior that could be considered discriminatory, harassing, or biased.
5. **Kaplan reserves the right to review and monitor** all communications shared with generative AI systems, including but not limited to messages, prompts, attachments, and files.

Generative AI is an exciting and rapidly evolving tool. Stay tuned for more information on Kaplan's utilization of the technology and guidance on how best to make the most of it.

Questions?



Reach out to your Business Unit Legal team



Email Kaplan, Inc. Legal at KaplanLegal@kaplan.com