

Last update	27/12/2022
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## GPT for Sheets

### Terms of Service

These Terms of Service (“**Terms**”) are a legal agreement between Talarian S.à.r.l., having an office and place of business at 30, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Luxembourg (herein “**Talarian**”), and the person or entity agreeing to the terms herein (“**Customer**”, “**You**” or “**you**”). By installing GPT for Sheets via the Google Workspace marketplace, by mutually executing one or more order forms with us which reference these terms or by accessing or using any part of GPT for Sheets (the “**Service**”) in any manner, You agree that You have read, understand, and agree to be bound by all of the terms and conditions contained herein to the exclusion of all other terms. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE. If You do not agree to these Terms, You must not use or access the Service. You must be 18 years or older and able to form a binding contract with Talarian to use the Service. If You are entering into these Terms on behalf of a company, You represent that You have the authority to bind that company to these Terms. If You have purchased a license to use the Service through a Talarian authorized reseller, You also agree to comply with the terms of any agreement between You and such reseller. In the event of an inconsistency between these Terms and any such reseller agreements, these Terms shall control. If you register for the Service free tier, these Terms will also govern your use and access of the Service under that free tier.

#### Description of Service

GPT for Sheets is a Google Sheets add-on for Google Workspace which interoperates with OpenAI API and which displays the output relating to any such interoperation in a Google Sheet.

OpenAI (hereinafter, “**OpenAI**”) is a solution provided by OpenAI, L.L.C. and notably subject to Terms of Use (available at <https://openai.com/terms/>), Service Terms (available at <https://openai.com/api/policies/service-terms/>), Sharing & Publication Policy (available at <https://openai.com/api/policies/sharing-publication/>) and Usage Policies (available at <https://beta.openai.com/docs/usage-policies>). All the aforementioned OpenAI's terms applicable to OpenAI are referred below as “**OpenAI Terms**”. For the avoidance of doubt, OpenAI is deemed to be a Third Party Offering, as such term is defined below.

The Service is provided subject to these Terms and solely for Your internal business purposes. You may connect to the Service using any Internet browser supported by the Service.

The Service requires a Google account that will be used to access Google Sheets on which the Service is installed. You understand and acknowledge that You are solely responsible for

obtaining the Internet access and all equipment necessary to use the Service, for appropriately installing the Service and for creating and managing the content created via the Service. All fees associated with the foregoing shall be paid by You.

Customer is responsible for maintaining the confidentiality of Customer's password and securing its Google account against unauthorized access. Customer agrees not to share its password with anyone other than its Users, let anyone else access its password or do anything else that might jeopardize the security of its password. Customer agrees to notify Talarian if Customer's password is lost, stolen or disclosed to an unauthorized third party, if there is any unauthorized use of its password or Google account or any User's Google account, or if Customer learns of any other breach of security in relation to the Service. Customer is solely responsible for any and all activities that occur through the use of Customer's Google account or its Users' Google accounts.

### **Modifications**

To these Terms: Talarian reserves the right to update and change the Terms upon notice from time to time. You will be provided notice of any such modification by electronic mail or by the publishing of such on the Google Workspace marketplace. You may terminate your use of the Service if the Terms are modified in a manner that substantially affects your rights in connection with your use of the Service. Your continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms at any time at:

<https://docs.google.com/document/d/1b9E4Q-rALr8ZciM8PTC3A7e16SbGbrYW/edit>.

To the Service: Talarian may make changes to the Service from time to time. Talarian will notify you of any material changes or modifications. Any updates, upgrades, additions or new features to the Service, including the release of new tools and resources, shall be subject to these Terms and may require you to agree to additional terms and conditions.

Purchase Orders: In the event that You issue a purchase order or other instrument used to pay Service fees to Talarian, any terms and conditions set forth in the purchase order which are in addition to those set forth in these Terms or establish conflicting terms and conditions to those set forth in these Terms are expressly rejected by Talarian and superseded by the terms and conditions of these Terms.

### **Use of the Service**

Access to Service: Access to the Service is only available to the Customer and the end users ("**Users**") to whom Customer grants access. Upon installation of the Service, Customer will be able to access the Service through the Google sheet interface by clicking on the relevant add-on on the upper bar in Google sheet.

License to Customer: Subject to Customer's compliance with these Terms, the OpenAI Terms, the Google Acceptable Use Policy (available at <https://cloud.google.com/terms/aup>), any other Google specific contract or policy applicable to Customer use of Google solutions and the terms and conditions of any Third Party Offering, including, without limitation, Customer's payment of all applicable fees, Talarian hereby grants Customer a limited, revocable, non-transferable non-exclusive, non-sublicensable license to access and use the Service solely for Customer's own internal use.

Customer is at all times fully responsible and liable for all acts and omissions by Users to whom Customer has granted access to the Service and/or Third Party Offerings and Customer agrees to indemnify Talarian for all claims and losses related to any such acts and/or omissions. Talarian reserves the right to terminate unpaid accounts. Talarian will provide Customer with prior notice of such termination by email.

## **Restrictions on Use**

Restrictions on Use of the Service: In addition to all other terms and conditions contained herein, you shall not and shall not permit others to:

1. copy, modify, adapt, translate or otherwise create derivative works of the Service or any Third Party Offering;
2. reverse engineer, decompile, translate, disassemble or otherwise attempt to discover the source code of the Service or any Third Party Offering;
3. rent, lease, sell, resell, assign, sublicense, transfer, distribute any or all of the Service or any Third Party Offering or otherwise transfer rights in or to the Service or any Third Party Offering;
4. access or use the Service or any Third Party Offering for:
  - a. activities where the use or failure of the Service or any Third Party Offering would reasonably be expected to lead to death, personal injury, or environmental damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry);
  - b. In violation of the then-current Google's acceptable use policy stated at <http://cloud.google.com/terms/aup>;
  - c. In violation of the then-current OpenAI Terms;
  - d. In violation of any then-current terms applicable to any other applicable Third Party Offerings;
  - e. In a manner intended to avoid incurring fees (included creating multiple accounts to simulate or act as a single customer account) or to circumvent the specific usage limits or quotas of the Service or any Third Party Offering;
  - f. For materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the Department of State of the US or to process of store any data that is subject to the ITAR;
  - g. To transmit, store, or process health information subject to United States HIPAA regulations;
5. remove any proprietary notices or labels from the Service or any Third Party Offering;
6. use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or any Third Party Offering;
7. use the Service or any Third Party Offering for spamming or any other illegal or unauthorized purpose or engage in illegal or deceptive trade practices;
8. otherwise use of the Service or any Third Party Offering in violation of any applicable laws (including but not limited to copyright laws and Export control laws).

This list of prohibitions provides examples and is not complete or exclusive.

Talarian may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Talarian's discretion, Talarian will cooperate with law enforcement agencies in any investigation of alleged illegal activity associated with the Service or on the Internet.

Unauthorized use of any trademarked, copyrighted or patented materials contained in the Service may violate certain laws and regulations.

You agree to indemnify and hold Talarian and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Talarian or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of this Service or Third Party Offering or the use of Service or Third Party Offering by any person using your account (including without limitation, Your Content as defined below) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

### **Suspension or Termination**

**Talarian** reserves the right to suspend or terminate your access to Service with or without cause and with or without notice, for any reason or no reason, or for any action that Talarian determines is inappropriate or disruptive to the Service or to any other user of this Service.

Without prejudice to the above, Talarian reserves the right to suspend or terminate Customer's access to the Service with or without notice in particular if Talarian reasonably determines that:

(a) there is a threat or attack on the Service (including a denial of service attack) or other event that may create a risk to the Service, any Third Party Offering, Talarian, Customer, or any user of the Service;

(b) Customer's or its users' use of the Service or Customer Content disrupts or poses a security risk to the Service or any Third Party Offering or any user of the Service, may harm Talarian's systems, or may subject Talarian or any third party to liability;

(c) Customer or any User is using the Service or Third Party Offering for fraudulent or illegal activities;

(d) Customer or any User is causing performance disruptions in the Services or in Google Workspace or in OpenAI by using the Service in a way that is not recommended in guidelines published in the Service's documentation or by ignoring recommendations provided by Talarian's technical support;

(e) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;

(f) Customer or any User is using the Service or other Talarian property in breach of these Terms or is using any Third Party Offering in violation of the concerned Third Party Offering's terms and conditions (including, for the avoidance of doubt, the OpenAI Terms); OR

(h) Customer (or reseller, if applicable) is in default of its payment obligations hereunder (collectively, "**Service Suspensions**").

Talarian will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer, and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension.

### **Third Party Offerings and Third Party Terms**

For purposes of these Terms, "**Third Party Offerings**" shall mean certain software or services delivered or performed by third parties that are required for the operation of the Service or certain features of the Service, and certain other applications and associated offline products provided by third parties, in each case that interoperate with the Service. Google Workspace (including Google Sheet) and OpenAI are examples of Third Party Offerings for the purpose of these Terms.

The Service uses or contains features designed to interoperate with Third Party Offerings. To use Third Party Offerings, Customer shall obtain access to such Third Party Offerings from applicable providers and comply with any terms and conditions applicable to such Third Party Offerings. Any acquisition or use by Customer of any such Third Party Offerings, and any exchange of data between Customer and any provider of a Third Party Offering, is solely between Customer and the applicable provider of the Third Party Offering.

Talarian shall not be liable for Customer's or Customer's User use of, and does not warrant or support any Third Party Offering. Customer grants Talarian permission (a) to allow the provider of any Third Party Offering to access and use all Customer's Content and (b) to access and use Customer data and documents to which the Third Party Offering gives access to Talarian, in each case solely as required for the interoperation of the Service or the relevant Third Party Offering. If the provider of any Third Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding Service features on reasonable terms and conditions, Talarian may cease providing such features or the Service altogether, without entitling Customer to any refund or credit.

Customer shall comply with the relevant terms and conditions and/or policies of all applicable third party services providers (including, but not limited to, the Google Cloud Platform Acceptable Use Policy (available at <https://cloud.google.com/terms/aup>) and the terms and conditions of any Third Party Offering). Customer will indemnify, defend, and hold Talarian harmless from and against any damages, expenses and cost arising from or relating to Customer's or Customer's User failure to comply with such applicable third party terms.

### **Fees, Subscription Term, Termination and Refund**

1. Fees. Customer agrees to pay the subscription fee applicable to Customers and its Users use of the Service. Such fees will be paid on a periodic basis to Talarian as agreed when you registered for the Service. All fees and charges are payable in advance and non-refundable, including in the case of unused subscription periods or after termination or cancellation, unless otherwise disclosed at the time of purchase.

2. Subscription Term. The Subscription Term shall commence on the Effective Date as defined below and will remain in effect until the expiration or termination of your subscription, whichever occurs first. “**Effective Date**” is the date You enter into these Terms by installing GPT for Sheets, or by mutually executing one or more order forms with us which reference these terms, or by otherwise accessing or using any part of the Service in any manner.

3. Termination. You may terminate your subscription for convenience at any time during the Subscription Term; however, in case of termination for convenience before the end of the Term, all fees associated with your then-current subscription remain due and payable and no refunds of prepaid fees will be paid to you.

4. Refund. Given the nature of the Service, we do not offer a refund or credit on a purchased subscription unless required under applicable consumer law. We will generally not provide refund in the following situations:

- a. You have changed your mind about the Service
- b. You don't need to use the Service anymore
- c. You purchased the Service by mistake
- d. You do not have sufficient expertise to use the Service
- e. You ask for goodwill
- f. You forgot to cancel auto-renewal of the Service
- g. The Service does not meet your expectations

This list is not exhaustive and shall not be construed so as to limit our right to decline refund requests in other situations. Talarian reserves the right to assess refund requests on a per-request basis.

If Talarian decides to issue a refund or credit, this will generally be done using the same manner you used to make the purchase. All refund requests should be made in writing by contacting support.

5. In case of non-payment for any reason (including, if applicable, Talarian's inability to charge your credit card or other payment method for any reason) or any violation of these Terms or the terms of any Third Party Offering, Talarian shall be entitled – without liability – to immediately suspend Customer's and Users' access to the Service. If you purchase your license to use the Service from Talarian, you hereby expressly agree that Talarian is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of the Service, or charge such fees to your credit card or other payment method designated on your initial registration with the Talarian at regular intervals for the remainder of the term of these Terms. If you cancel your account at any time, you will not receive any refund.

If You purchase the Service through a reseller, You owe payment to the reseller as agreed between You and the reseller. You acknowledge that Talarian may suspend or terminate your rights to use the Services if Talarian does not receive the corresponding payment from the reseller, or if You are in breach of these Terms.

6. Customer agrees that Customer's paid use of the Service is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Talarian or Talarian reseller regarding future functionality or features.

### **Free Tier**

If You register for a free tier offer, We will make the Service available to You on a free tier basis until the earlier of (a) the end of the free tier period for which You registered to use the applicable Service, or (b) the start date of any purchased Service subscriptions ordered by You for such Service. YOUR CONTENT ON OUR SYSTEMS OR IN OUR POSSESSION OR CONTROL AND ANY CUSTOMIZATIONS MADE TO THE SERVICE BY OR FOR YOU, DURING THE FREE TIER PERIOD MAY BE PERMANENTLY LOST OR DELETED AT THE END OF THE FREE TIER PERIOD. TALARIAN WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A FREE TIER OFFER.

### **Intellectual Property**

Customer hereby acknowledges and agrees that, subject to the limited rights granted hereunder, Talarian (or its licensors) own all legal right, title and interest in and to the Service, including, without limitation, any Intellectual Property Rights or other proprietary rights which exist in the Service (whether such rights are registered or unregistered, and wherever in the world those rights may exist) ("**Our Technology**"). For purposes of these Terms, "**Intellectual Property Rights**" means, on a worldwide basis, any and all now known or hereafter known (a) rights associated with works of authorship including copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patent rights and other industrial property rights, (e) intellectual and industrial property rights of every other kind and nature and however designated, whether arising by operation of law or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).

Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Service according to these Terms. Furthermore, nothing in these Terms will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Service constitute trademarks, trade names, service marks or logos ("**Marks**") of Talarian or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with and will inure to us or those other entities. To the extent indicated, any use of third party software provided in connection with the Service will be governed by such third parties' licenses and not by these Terms.

Furthermore, any comments, ideas and/or reports about the Service that you provide to us, whether in written or electronic form (“**Feedback**”), shall be considered our proprietary and confidential information, and you hereby irrevocably transfer and assign to us all intellectual property rights embodied in or arising in connection with such Feedback, and any other rights or claims that you may have with respect to any such Feedback.

## **Ownership & Privacy**

As between You and Talarian, and subject to the OpenAI Terms, you retain all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that You and Your Users upload or submit to the Service (collectively, “**Your Content**” or “**Customer Content**”). You may not upload, post or otherwise make available through the Service any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all of Your Content. You represent and warrant that you have all rights, permissions and consents necessary (a) to make Your Content available on or through the Service, and (b) to grant Talarian the limited rights to use Your Content as set forth in these Terms.

You agree that Talarian and the subprocessors listed in our Data Processing Agreement may Use Your Content to provide, secure and improve the Service. “**Use**” means use, host, store, modify, communicate and publish. You hereby grant Talarian a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, sublicensable (including the right to sublicense through multiple tiers) license to access, use, and/or disclose Your Content solely as required for the purpose of providing, securing and improving the Service.

You understand and agree that Talarian may, notwithstanding any provision of any separate nondisclosure agreement that may have been executed between You and Talarian, distribute and disclose Your Content (a) to your Users and (b) to Talarian's service providers who act on Talarian's behalf in providing the Service. Talarian's use and processing of any personally identifiable information you provide through the Service is governed by our Privacy Policy, and our Data Processing Agreement available here <https://talarian.io/data-processing-agreement>, in line with provisions of applicable regulations, including but not limited to the European General Data Protection Regulation 2016 / 679 (GDPR), to the extent applicable. Your use of the Service indicates your acceptance of the terms of our Privacy Policy and our Data Processing Agreement. You can review the most recent version of our Privacy Policy at: <https://talarian.io/privacy-policy>.

## **Confidentiality**

“Confidential Information” means all non-public information disclosed in written, oral or visual form by either party or its affiliates (the “**disclosing party**”) to the other or its affiliates (the “**receiving party**”). Confidential Information may include, but is not limited to, services, pricing



information, computer programs, source code, names and expertise of employees and consultants, know-how, and other technical, business, financial and product development information. Confidential Information does not include any information that the receiving party can demonstrate by its written records (1) was rightfully known to it without obligation of confidentiality prior to its disclosure hereunder by the disclosing party; (2) is or becomes publicly known through no wrongful act of the receiving party, its affiliates and/or their employees and contractors; (3) has been rightfully received without obligation of confidentiality from a third party authorized to make such a disclosure; or (4) is independently developed by the receiving party without reference to or use of, directly or indirectly, confidential information disclosed hereunder.

Neither party will use any Confidential Information of the other party except (i) as necessary to exercise its rights and fulfill its obligations under these Terms, (ii) as expressly permitted by these Terms or (iii) as expressly authorized in writing by the disclosing party. The receiving party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than a reasonable standard of care. The receiving party may not disclose the disclosing party's Confidential Information to any person or entity other than to those of its affiliates, employees and contractors (and its affiliates' employees and contractors) who: (i) are subject to a written agreement with the receiving party that includes use and confidentiality restrictions that are at least as protective as those set forth in these Terms, and (ii) need access to such Confidential Information solely for the purpose of fulfilling the receiving party's obligations or exercising the receiving party's rights hereunder. Talarian may also disclose Customer's Confidential Information to Google Inc or any of its affiliates for the sole purpose of rendering the Service. The foregoing obligations will not restrict the receiving party from disclosing Confidential Information of the disclosing party: (1) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party required to make such a disclosure gives reasonable notice to the disclosing party prior to such disclosure; and (2) on a confidential basis to its legal and financial advisors.

### **Warranty Disclaimer**

THE SERVICE AND ANY THIRD PARTY OFFERING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TALARIAN MAKES NO WARRANTY THAT (I) THE SERVICE OR THIRD PARTY OFFERING IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (II) THE SERVICE OR THIRD PARTY OFFERING WILL BE ERROR-FREE OR UNINTERRUPTED (INCLUDING, WITHOUT LIMITATION, INTERRUPTIONS THAT OCCUR IN THE CONTEXT OF REGULARLY SCHEDULED MAINTENANCE); (III) ANY INFORMATION OR ADVICE OBTAINED BY YOU IN CONNECTION WITH THE SERVICE OR THIRD PARTY OFFERING WILL BE ACCURATE OR COMPLETE; OR (IV) THE RESULTS OF USING THE SERVICE OR THIRD PARTY OFFERING WILL MEET YOUR REQUIREMENTS. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO CUSTOMER.

## **Limitation of Liability**

IN NO EVENT SHALL TALARIAN BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION), ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE OR ANY THIRD PARTY OFFERING, EVEN IF TALARIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH TALARIAN RELATED TO ANY OF THE SERVICE OR THIRD PARTY OFFERING SHALL BE TERMINATION OF THE SERVICE. IN NO EVENT SHALL TALARIAN'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE IN THE TWELVE (12) MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO CUSTOMER. IN SUCH EVENT, LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH A JURISDICTION.

You understand and agree that Talarian set fees and entered into these Terms with You in reliance upon the limitations of liability set forth in these Terms, which allocate risk between the parties and form the basis of a bargain between the parties.

## **Other Terms**

Except for payment obligations, neither party shall be liable to the other party or any third party for failure or delay in performing its obligations under these Terms when such failure or delay is due to any cause beyond the control of the party concerned, including, without limitation, acts of God, acts of government, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder.

During the term of these Terms, if You choose to become a paying customer of the Service, Talarian may (i) orally state that You are a Talarian customer, (ii) include Your name or trademarks, trade names, service marks or logos in a list of Talarian customers (whether in Talarian' online or offline promotional materials) and (iii) generally describe the products or services it provides to You in its promotional materials, presentations and proposals to other current and prospective customers. You may revoke Talarian's right to use your trademarks, trade names, service marks or logos under this paragraph with written notice to Talarian and a reasonable period to stop the use.

These Terms, their interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of Luxembourg. Both parties hereby irrevocably submit any disputes under these Terms to the jurisdiction of the courts located in the State of Luxembourg.

