

Last update	1st August 2024
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## **GPT for Work**

### **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**” or “**us**”), and the person or entity agreeing to the terms herein (“**Customer**”, “**You**” or “**you**”). By installing GPT for Work via the Google Workspace marketplace (with respect to GPT for Sheets™ and Docs™) or via the Microsoft AppSource marketplace (with respect to GPT for Excel and Word™), by mutually executing one or more order forms with us which reference these Terms or by accessing or using any part of GPT for Work (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, including AI Providers Terms (as defined below), 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 prevail. If you register for the Service free tier, these Terms will also govern your use of and access to the Service under that free tier.

#### **Description of Service**

The Service is either:

(i) a Google Workspace add-on for Google Sheets™ (GPT for Sheets™) and for Google Docs™ (GPT for Docs™), which interoperates with the API of the relevant AI Provider (as defined below) and which displays the output relating to any such interoperation in a Google spreadsheet or a Google document, as applicable (“**GPT for Sheets™ and Docs™**”); or

(ii) a Microsoft 365™ add-in for Microsoft Excel™ (GPT for Excel™) and for Microsoft Word™ (GPT for Word™), which interoperates with the API of the relevant AI Provider and which displays the output relating to any such interoperation in a Microsoft Excel spreadsheet or a Microsoft Word document, as applicable (“**GPT for Excel Word™**”).

## AI Providers

As of the date hereof, the following AI Providers are available for interoperation with the Service:

### OpenAI

OpenAI (hereinafter, “**OpenAI**”) is a solution provided by OpenAI, L.L.C. and OpenAI Ireland Ltd. and notably subject to the Business Terms (available at <https://openai.com/policies/business-terms>), the Terms of Use -if You do not reside in the European Economic Area, Switzerland or the UK (available at <https://openai.com/policies/terms-of-use>)-, the Europe Terms of Use -if You reside in the European Economic Area, Switzerland or the UK (available at <https://openai.com/policies/eu-terms-of-use>)-, the Service Terms (available at <https://openai.com/api/policies/service-terms/>), the Sharing & Publication Policy (available at <https://openai.com/api/policies/sharing-publication/>), the Usage Policies (available at <https://beta.openai.com/docs/usage-policies>) and the Privacy Policy (available at <https://openai.com/policies/privacy-policy>).

You specifically acknowledge and agree to the processing of Your personal data by OpenAI, as described in the OpenAI Data Processing Agreement entered into between OpenAI and Talarian and available on Talarian’s security portal (available at: <https://security.talarian.io/>).

All the aforementioned OpenAI’s terms applicable to OpenAI are referred to below as “**OpenAI Terms**”.

For the avoidance of doubt, the Service does not interoperate with chat.openai.com but only with the OpenAI API.

### Anthropic

Anthropic (hereinafter, “**Anthropic**”) is a solution provided by Anthropic PBC and notably subject to Terms of Service (available at <https://console.anthropic.com/legal/terms>), Privacy Policy (available at <https://console.anthropic.com/legal#aup>) and Acceptable Use Policy (available at <https://console.anthropic.com/legal#aup>).

All the aforementioned Anthropic’s terms applicable to Anthropic are referred to below as “**Anthropic Terms**”.

### Perplexity AI

Perplexity AI API product (hereinafter, “**Perplexity**”) is a solution provided by Perplexity AI and is notably subject to the Perplexity Terms of Service (available at <https://blog.perplexity.ai/legal/terms-of-service>), Perplexity Privacy Policy (available at

<https://blog.perplexity.ai/legal/privacy-policy>) and Perplexity API Privacy Policy (available at <https://blog.perplexity.ai/legal/perplexity-ai-api-privacy>).

All the aforementioned Perplexity terms applicable to Perplexity are referred below as **“Perplexity Terms”**.

Perplexity is exclusively used to power the GPT\_WEB functions in GPT for Sheets™ and GPT for Excel™ and the web search bulk tool in GPT for Excel™.

**Notwithstanding anything to the contrary, You shall not and shall not permit others to transmit, store, or process personal data in the Service when using these functions.** Talarian shall not incur any liability whatsoever if You are not in compliance with the immediately preceding provision.

### Mistral AI

Mistral AI (hereinafter, **“Mistral”**) is a solution provided by Mistral AI and is notably subject to the Mistral Terms of Service (available at <https://mistral.ai/terms/#terms-of-service-la-plateforme>), Mistral Terms of Use (available at <https://mistral.ai/terms/#terms-of-use>), Mistral Privacy Policy (available at <https://mistral.ai/terms/#privacy-policy>) and Mistral Data Processing Agreement (available at <https://mistral.ai/terms/#data-processing-agreement>).

All the aforementioned Mistral terms applicable to Mistral are referred below as **“Mistral Terms”**.

### Gemini API

Gemini API (hereinafter, **“Gemini API”**) is a solution provided by Google LLC and notably subject to:

- the Google Cloud Platform Terms of Service (available at <https://console.cloud.google.com/tos?id=cloud&pli=1>), which include the Service Specific Terms (available at <https://cloud.google.com/terms/service-terms>), the Google Cloud Platform Acceptable Use Policy (available at <https://cloud.google.com/terms/aup>), and the Prohibited Use Policy (available at <https://policies.google.com/terms/generative-ai/use-policy>),
- the Cloud Data Processing Addendum (Customers) (available at <https://www.google.com/url?q=https://cloud.google.com/terms/data-processing-addendum&sa=D&source=docs&ust=1689779421837216&usg=AOvVaw3SjZt9Y8O1YziuYjpX6xm6>),
- the APIs Terms of Service (available at <https://www.google.com/url?q=https://console.cloud.google.com/tos?id%3Duniversal&sa=D&source=docs&ust=1689779028636414&usg=AOvVaw0Hx8p7oKxSyXjM1IVNBwcp>),
- the Gemini API Additional Terms of Service (available at <https://ai.google.dev/gemini-api/terms>).

All the aforementioned Google LLC's terms applicable to Gemini API are referred below as "**Gemini API Terms**".

OpenAI, Anthropic, Perplexity, Mistral and Gemini API are hereinafter referred to as the "**AI Providers**". For the avoidance of doubt, each AI Provider is deemed to be a Third Party Offering, as such term is defined below.

OpenAI Terms, Anthropic Terms, Perplexity Terms, Mistral Terms and Gemini API Terms are hereinafter referred to as the "**AI Providers Terms**", and may be subject to change at the relevant AI Providers provider's sole discretion.

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.

Under the GPT for Sheets™ and Docs™ modality, the Service requires a Google account that will be used to access Google Sheets™ and/or Google Docs™ on which the Service is installed. Under the GPT for Excel Word™ modality, the Service requires a Microsoft account that will be used to access Excel™ and/or Microsoft Word™ 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 securing its Google account (with respect to GPT for Sheets™ and Docs™) or its Microsoft account (with respect to GPT for Excel Word™) against unauthorized access. Customer agrees not to do anything else that might jeopardize the security of its Google account or Microsoft account, as applicable. Customer agrees to notify Talarian if there is any unauthorized use of its or any User's Google account (with respect to GPT for Sheets™ and Docs™) or its or any User's Microsoft account (with respect to GPT for Excel Word™), 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 or its Users' Google accounts (with respect to GPT for Sheets™ and Docs™) or Customer's or its Users' Microsoft accounts (with respect to GPT for Excel Word™).

## **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 (with respect to GPT for Sheets™ and Docs™), on the Microsoft AppSource marketplace (with respect to GPT for Excel Word™) or by the publishing on <https://gptforwork.com/>. 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://static.talarian.io/gpt-for-sheets/GPT\\_for\\_Sheets\\_and\\_Docs\\_TOS.pdf](https://static.talarian.io/gpt-for-sheets/GPT_for_Sheets_and_Docs_TOS.pdf).

To the Service: Talarian may make changes to the Service from time to time. 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.

## **Use of the Service**

Access to Service: Access to and use of the Service is only available to the Customer and, if included in the relevant license tier, any end user to whom Customer grants access (together with the Customer, the “**User(s)**”) if applicable, and limited to the components that are included in the license tier Customer has purchased, as applicable. Upon installation of the Service, Customer will be able to access the Service (i) through the Google Sheets™ interface and the Google Docs™ interface (with respect to GPT for Sheets™ and Docs™) or (ii) through the Microsoft Excel™ interface and the Microsoft Word™ interface (with respect to GPT for Excel Word™). The Service shall be deemed accessed by any User as soon as GPT for Sheets™ and Docs™ or GPT for Excel Word™, as applicable, is installed.

License to Customer: Subject to Customer’s compliance with these Terms, the AI Providers Terms, the Google Acceptable Use Policy, available at <https://cloud.google.com/terms/aup> (with respect to GPT for Sheets™ and Docs™), any other Google specific contract or policy applicable to Customer use of Google solutions (with respect to GPT for Sheets™ and Docs™), the then-current Microsoft’s acceptable use policy (with respect to GPT for Excel Word™), any other Microsoft specific contract or policy applicable to Customer use of Microsoft solutions (with respect to GPT for Excel Word™), 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 business use.

Customer is at all times fully responsible and liable for all acts and omissions by Users to the Service and the applicable Third Party Offerings. Customer agrees to indemnify Talarian for all claims and losses related to any such acts and/or omissions. Further to this, you agree to accept responsibility for any and all activities or actions that occur under your account.

If Service fees apply, Talarian reserves the right to terminate unpaid accounts.

## **Restrictions on Use**

Restrictions on Use of the Service: In addition to all other terms and conditions contained herein (including any AI Provider usage policy or code of conduct), 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 reconstruct or discover or extract any or all the source code of the Service or any Third Party Offering;
3. develop products that compete with the Service or any Third Party Offering;

4. 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;
5. access or use the Service or any Third Party Offering:
  - a. For 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 or property 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> (with respect to GPT for Sheets™ and Docs™);
  - c. In violation of the then-current Microsoft's acceptable use policy available at <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all> (with respect to GPT for Excel Word™);
  - d. In violation of the then-current AI Providers Terms;
  - e. In violation of any then-current terms applicable to any other applicable Third Party Offerings;
  - f. In a manner intended to avoid incurring fees (including 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;
  - g. For materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) or to process or store any data that is subject to the ITAR, maintained by the US Department of State or any similar regulation or legislation issued by any relevant governmental authority (including without limitation, the European Union);
  - h. To store or transfer any content that is controlled for export laws.
6. use the Service in a manner that would affect Talarian's reputation or goodwill or any of its trademarks;
7. remove any proprietary notices or labels from the Service or any Third Party Offering;
8. disrupt or pose a security risk to the Service or any Third Party Offering or any user of the Service, that may harm Talarian's systems, or may subject Talarian or any third party to liability;
9. 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;
10. 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;
11. use the Service or any Third Party Offering to circumvent the intended features, functionality or limitations of the Service or Third Party Offering or to divert the Service or Third Party Offering from their intended purposes as set forth in these Terms; and
12. otherwise use the Service or any Third Party Offering in violation of any applicable laws and regulations (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 (a) related to any Customer Content (including any Input or Output), (ii) Your use of the Service or (iii) any violation of these Terms or (b) alleging 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 the 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 immediately, 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, including without limitation Google Sheets™ and Google Docs™ (with respect to GPT for Sheets™ and Docs™) or in Microsoft 365™, including without limitation Microsoft Excel™ and Microsoft Word™ (with respect to GPT for Excel Word™), or in a AI Provider by using the Service in a way that is not recommended in guidelines published in the Service's documentation (available at <https://gptforwork.com/>) 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 becomes 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 relevant terms and conditions (including, for the avoidance of doubt, the AI Providers Terms); or

(g) 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 (i) 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 or (ii) certain software or services delivered or performed by third parties and that are made available to Customer and its Users as part of the Service. Google Workspace, including Google Sheets™ and Google Docs™ (if the Service is used via the GPT for Sheets™ and Docs™ modality), Microsoft 365™, including Microsoft Excel™ and Microsoft Word™ (if the Service is used via the GPT for Excel™ Word™ modality) and AI Providers are examples of Third Party Offerings for the purpose of these Terms.

Certain Third Party Offerings are made available to Customer and its Users as part of the Service itself. Other Third Party Offerings are not made available as part of the Service, instead, the Service may use or contain features designed to interoperate with these Third Party Offerings. To use the latter Third Party Offerings, Customer shall obtain access to such Third Party Offerings from applicable providers. Any acquisition or use by Customer of any such Third Party Offerings, if applicable, 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 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 (i) ceases to make available the Third Party Offering in specific states or territories or for specific organizations or (ii) 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>), the then-current Microsoft's acceptable use policy available at <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all> (with respect to GPT for Excel Word™ only) and the relevant 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 Users failure to comply with such applicable third-party terms.

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

1. **Fees.** Customer agrees to pay the Service fees applicable to Customers and its Users for the use of the Service, if applicable. Such fees will be paid to Talarian at the time and in the form established in the pricing option selected by you in the pricing page, before installing the Service or as detailed in the relevant order form, if applicable. All fees and charges are payable in advance and non-refundable (except as otherwise established in the pricing option selected by you on the pricing page or as detailed in the relevant order form), including in the case of unused credits, subscription periods (if applicable), or after termination or cancellation, unless otherwise disclosed at the time of purchase. Without limiting any other remedies, any late payment will accrue late charges at a rate of one and a half percent (1.5%) per month, or the maximum rate allowed under law, starting from the day after the payment due date until full payment is received.

2. **Term.** The term shall commence on the Effective Date as defined below and will remain in effect until the expiration of your purchase or the termination of the Terms, whichever occurs first (the "**Term**"). "**Effective Date**" is the date You enter into these Terms by installing the Service, 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 the Terms for convenience at any time during the Term; however, in case of termination for convenience before the end of the Term, all fees associated with your then-current purchase remain due and payable and no refunds of prepaid fees will be paid to you.

4. **Refund.** Given the nature of the Service, Talarian does not offer a refund or credit on a purchase unless required under applicable consumer law. Talarian will generally not provide refunds 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, if applicable, depending on the pricing option
- 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. All fees are exclusive of all taxes, levies, duties, deductions, charges or withholdings levied by any governmental authority ("**Taxes**") and You will be responsible for payment of such Taxes, excluding only U.S. taxes based solely upon Talarian's net income, net worth, asset value, property value, or employment. 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, on the one hand, and any applicable Taxes You may incur in connection with your use of the Service, on the other hand; or charge such fees and Taxes to your credit card or other payment method designated on your initial registration with Talarian (if applicable) at regular intervals for the remainder of the term of these Terms. Notwithstanding anything to the contrary (including in any document signed by either or both parties), if Customer is required to deduct or withhold any Taxes from such payments, then the amount payable to Talarian shall be increased as necessary so that after making all required deductions or withholdings (including deductions applicable to additional amounts payable under this paragraph), Talarian will receive an amount equal to the amount it would have received had no such deductions been made. Customer shall indemnify and hold harmless Talarian from and against all claims, actions, costs, losses, damages and liabilities arising in connection with the breach by Customer of this paragraph. 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, Talarian will make the Service available to You on a free tier basis until the earlier of (a) termination, (b) the end of the relevant free tier period for which You registered to use the applicable Service, if applicable or (c) consumption of relevant credits attached to the free tier offer, if applicable. You may not create more than one account to benefit

from credits provided in the free tier of the Service. If Talarian believes Customer or Users are not using the free tier in good faith, Talarian may charge Customer standard fees or stop providing access to the 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) owns 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. Except as otherwise provided in these Terms, 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**

### 1. Your Content.

As between You and Talarian, subject to the AI Providers Terms and to the extent permitted by applicable law, 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 (or Talarian on behalf of Customers and its Users) upload or submit to the Service and in the output generated and returned by the same (collectively, "**Your Content**" or "**Customer Content**"). For the avoidance of doubt, Customer Content includes inputs you may provide through the Service and/or the relevant AI Providers ("**Input**") and outputs received from the Service and/or the relevant AI Providers ("**Output**").

The Customer Content is governed by the relevant AI Providers Terms, and notably by their confidentiality provisions.

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 (i) you have all rights, permissions and consents necessary (a) to make Your Content available on or through the Service, (b) to grant Talarian the limited rights to use Your Content as set forth in these Terms, and (ii) you will not represent that the Output was generated by a human when it was generated by the Service, and (iii) You will comply with the applicable data protection laws if You use personal data as part of Customer Content.

### 2. Similarity of Content.

You acknowledge that the Service may, in some scenarios, produce the same or similar generated outputs (including the Outputs) for multiple users. Responses that are requested by and generated for other users are not considered Your Content.

3. Non-reliance on Outputs. When You use our Service, you acknowledge and agree that:

- Generation of Outputs is subject to unpredictabilities;
- Outputs may not always be accurate or may contain material inaccuracies and the Service and any Outputs may not reflect correct, current, or complete information;
- Outputs may contain content that is inconsistent with Talarian's or any AI Provider's views and that may be offensive; and
- You should not rely on any Outputs without independently confirming their accuracy and evaluating their appropriateness for your use case.

### 4. Use of Content & Privacy.

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>.

You agree that Talarian and the subprocessors listed in our Data Processing Agreement may use Your Content to provide, secure and improve the Service, except that if you are using the Service through an API key you have set-up, Talarian will not use your Inputs and your Outputs to improve the Service.

Talarian does not use Your Content to train any Talarian's model.

You acknowledge that Talarian may gather statistical data, analytics, trends and other aggregated data derived from Your Content and your Users' use of the Service ("**Aggregate Data**"). Talarian may use Aggregate Data solely to improve, support and operate the Service.

#### 5. HIPAA.

If you are using the Service without setting an API key, you shall not and shall not permit others to use the Service for any purpose or in any manner involving Protected Health Information, (as defined in the Health Insurance Portability and Accountability Act ("HIPAA")).

If you are using the Service through an API key you have set-up, it is your responsibility to execute separate Business Associate Agreements, in connection with the HIPAA data to be stored or processed, with each of (a) the relevant AI Provider which has provided you the API key, (b) any other Third Party Offering used in connection with the Service (such as Google Workspace or Microsoft 365™), and (c) Talarian.

Customer may place a request for a Business Associate Agreement via the following page: <https://security.talarian.io/>

#### **Export**

By using the Service, You represent and warrant that (i) You are not located in a country that is subject to a U.S. government, the United Nations or the European Union embargo, that has been designated by the U.S. government as a "terrorist supporting" country, or that is subject to sanctions by the U.S. government, the United Nations or the European Union; and (ii) You are not on any U.S. government, United Nations or European Union list of prohibited or restricted parties.

#### **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 party 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 (where applicable), to Microsoft Corporation or any of its affiliates (where applicable) and/or any Third Party Offering interoperating with the Service 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, to the extent legally possible; 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, CONTENT (INCLUDING ANY OUTPUT) 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 JURISDICTIONS DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO CUSTOMER.

THE SERVICE USES EMERGING TECHNOLOGY, AND IS NOT DESIGNED FOR OR INTENDED TO MEET YOUR REGULATORY, LEGAL, OR OTHER OBLIGATIONS. THE SERVICE DOES NOT CONSTITUTE OR CONTAIN LEGAL, MEDICAL, FINANCIAL, OR INVESTMENT ADVICE AND YOU SHOULD CONSULT DEDICATED PROFESSIONALS SHOULD YOU SEEK SUCH TYPE OF ADVICE. YOU SHOULD NOT USE THE SERVICE IN ANY MANNER THAT REQUIRES CLEARANCE OR APPROVAL FROM ANY APPLICABLE REGULATORY AUTHORITY.

### **Limitation of Liability**

IN NO EVENT SHALL TALARIAN BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, 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 OR THIRD-PARTY OFFERING, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE OR THIRD-PARTY OFFERING IN THE TWELVE (12) MONTHS PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO ANY SUCH LIABILITY. IN CASE OF A BREACH OF YOUR PERSONAL DATA ARISING FROM A PAYMENT PROCESSOR'S DEFAULT, TALARIAN'S ENTIRE LIABILITY TO YOU FOR THIS BREACH SHALL NOT EXCEED THE FEES PAID BY TALARIAN TO SUCH PAYMENT PROVIDER TO PROCESS YOUR TRANSACTIONS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS 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 Service 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.

## Free Tools

The tools that are freely accessible to the Customer via the online interface <https://gptforwork.com/> without registration, which interoperate with the API of the relevant AI Provider and which displays the output relating to any such interoperation in the online interface (“**Free Tools**”) shall be construed as the “Service” for the purposes of these Terms and shall be governed by them. Notwithstanding anything to the contrary, the Free Tools shall be deemed accessed by the Customer as soon as they are used by the Customer via <https://gptforwork.com/>. Inputs and Outputs related to the use of Free Tools are not logged or stored by Talarian.

## Dispute Resolution and Applicable Law

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.

## Other Terms

Force Majeure. 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.

Withdrawal. If you are an EEA-based consumer, you can close your account and withdraw from these Terms within 14 days of accepting them by submitting a request, provided the Service has not already been accessed by You.

Use of Logo. 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’s 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.

Entire Agreement. These Terms, including the Data Processing Agreement referenced herein, together with the relevant order forms if any, represent the entire agreement between the parties relating to its subject matter and supersedes all prior and/or contemporaneous representations, discussions, negotiations and agreements, whether written or oral, except to the extent Talarian makes any other software or other products and services available to Customer under separate written terms. In entering into these Terms, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made



negligently or innocently), except those expressly stated in these Terms. Any ulterior modifications to an order form issued by Talarian will have no effect and are hereby rejected unless said modifications are expressly agreed to between the parties and the order form is executed by Talarian. Subject to the immediately preceding sentence, the terms of any order form shall prevail over any conflicting terms in these Terms. Any legal terms and conditions on any purchase order, confirmation, or similar document submitted by Customer to Talarian (including those which are in contradiction with these Terms or a valid order form, or those added by Customer on documents submitted by Talarian to Customer) will have no effect and are hereby rejected.

Notices. All notices permitted or required under these Terms shall be in writing and delivered by e-mail, and shall be deemed given upon confirmation of transmission of the e-mail. Customer expressly consents to receive communications from Talarian electronically by e-mail. Any notice given under these Terms must be to the following addresses (or addresses notified in writing by either party): (A) if to Talarian, at legal@talarian.io; and (B) if to Customer, at Customer's known email, such as its address stated in the relevant order form or the email address associated with your account. Customer agrees that all agreements, notices, disclosures, and other communications that Talarian provides to Customer electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

Assignment. You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. Talarian may assign its rights or obligations under these Terms to any affiliate, subsidiary, or successor in interest of any business associated with the services provided by Talarian.

Severability. If any term of these Terms is found invalid or unenforceable, that term will be enforced to the maximum extent permitted by law and the remainder of these Terms will remain in full force.

Non Waiver. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted.