Terms of Use – GT Software as a Service and Intelligence Studio

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- Licensee understands that the technical processing and transmission of Licensee's electronic communications is fundamentally necessary to Licensee's use of the SaaS Product and expressly consents to any and all such necessary electronic communication. Licensee acknowledges and understands that Licensee's electronic communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by GT. Licensee acknowledges and understands that changes to Licensee's electronic communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Licensee further understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Licensee agrees that GT is not responsible for any electronic communications and/or Licensee data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by GT. Each party shall maintain commercially reasonable administrative, physical, and technical safeguards to secure and protect Licensee's data hosted and otherwise processed for Licensee's use of the SaaS Product. In

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- GT may transfer data provided by the Licensee, including personal data, to locations outside the European Union (EU) for processing and storage as necessary for the provision of the cloud-based service. Additionally, third-party service providers engaged by GT who are subject to confidentiality obligations may also access and process such data for the purpose of providing services related to the cloud-based service. GT shall process any personal data in accordance with applicable data protection laws and regulations, ensuring reasonable security measures are in place. Licensee provides its consent to such data transfers and third-party access.
- In the event that GT incurs any significant increased cost from Host Vendors or annual support fees during the term of this agreement, GT reserves the right to pass these costs onto the Licensee upon mutual agreement of the Parties.
- Licensee acknowledges that GT's on-premise software has specific functionalities that, when used with the SaaS Product, could potentially present increased security concerns, including but not limited to the use of user defined functions or automated execution of actions. Licensee hereby assumes all responsibility and liability that may arise from the use of such functionalities. Licensee agrees that GT is not responsible for any issue that arises from such use of the SaaS Product, and indemnifies, defends, and holds GT harmless from any claims, demands, causes of action, liabilities, damages, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to Licensee's use of the SaaS Product.

Intelligence Studio. Should Licensee use GT's Intelligence Studio product, the following terms shall apply:

1. **Usage and Privacy**
   - **Customer Data Ownership**: All input you provide to Intelligence Studio, including but not limited to human readable text, prompts, coding language/functions/expressions, questions, and responses ("Input") remain your property. GT does not claim ownership of your Input. As such, you are solely responsible for the Input, including ensuring that it does not violate any applicable law or the rights of others.
   - **Allowable Input:** Input should not include any materials that:
     - infringe, misappropriate, or violate any third party rights or applicable laws;
     - include personal data, defined as information of an identified or identifiable natural person;
     - contain information or technical data that is US Government Classified, Controlled Unclassified, International Traffic in Arms Regulators, or Export Administration Regulators controlled material, or has otherwise been determined by a government to require protection against disclosure.
   - **Output**: Information provided by Intelligence Studio as a result of your Input shall be deemed "Output". Due to the nature of the technology, the use of Intelligence Studio may produce inaccurate or incorrect Output. Output is not tested, verified, endorsed, or guaranteed in any way by GT. Please review and confirm all output to determine its sufficiency and suitability for any use case or application. GT disclaims all liability and responsibility for any decisions made by you with regard to the Output.
   - **Prohibited Uses**: You will not and will not attempt, nor allow any third party to or attempt to:
     - reverse engineer, decompile, disassemble, or decode any part of Intelligence Studio;
     - manipulate Intelligence Studio to avoid technical controls;
     - make Intelligence Studio and/or its Output available to any third party other than the licensed user.
   - **No Public Model Training**: GT will not use your Input to train or fine-tune any public facing AI models.
   - **Data Retention**: User interactions may be retained for quality assurance & troubleshooting. Data will be stored securely and handled in accordance with applicable data protection laws.
   - **Platform**: Intelligence Studio is built using AWS. Your use must also comply with the AWS Terms of Service
2. **Customer Protections**

GT is committed to protecting your data and ensuring responsible AI usage. The following safeguards are in place:

- **Data Security**: GT encrypts all data in transit and at rest. Access to data is restricted to authorized personnel only.
- **Data Deletion Requests**: You may request deletion of your data at any time. GT will comply with such requests in accordance with applicable laws and contractual obligations.
- **No Sharing with Third Parties**: GT will not share customer data with third parties without explicit consent, except as required by law.

3. **Warranty Disclaimers, Limit of Liability**
   - Intelligence Studio and all Output is provided "As Is" and any and all express or implied warranties are expressly disclaimed. GT provides no warranty regarding completeness, accuracy, non-infringement, or reliability of Intelligence Studio or any Output. Any action you take with regard to the Output is solely at your own risk. In no event shall GT be liable for any direct, indirect, incidental, special, exemplary, or consequential damages however caused and under any theory of liability, whether in contract, strict liability, or tort arising in any way out of the use of Intelligence Studio or the Output, even if advised of the possibility of such damage.