



## TALENTGPT TERMS

These terms shall apply if Customer opts to utilize TalentGPT as part of the Services (“**Terms**”).

1. With TalentGPT features, the AI will generate Output that Customer can utilize at their discretion. TalentGPT is powered by Microsoft Azure’s OpenAI and OpenAI technology.
2. **Output.** Authorized Users may provide input to TalentGPT features (“**Input**”), and receive output generated and returned by TalentGPT features based on the Input (“**Output**”). Input and Output are collectively “**AI Content**”. Customer acknowledges that due to the nature of machine learning and the technology powering certain TalentGPT features, Output may not be unique and the same or similar output may be provided to other users and customers. Customer is responsible for the AI Content that it generates and shall ensure that it has all necessary rights to submit the Input and that its use of the Output does not infringe any third party’s rights, violate this Agreement, or breach Applicable Laws.
3. **Improving Beamery AI.** Supplier does not permit any third party to use Customer Data to train the machine learning models utilized by our provider Microsoft Azure or OpenAI, for clarity, no Customer Data is accessed by OpenAI or Microsoft. You acknowledge that Supplier may utilize Feedback or Customer Data submitted to the TalentGPT Service(s) for the purpose of developing and improving the TalentGPT Service(s), and any other of Supplier’s current and future similar or related features, products and/or services.
4. **Privacy Guidance.** If Customer submits Personal Data to TalentGPT, Customer must provide legally adequate notices and Customer represents and warrants that Customer will process such Personal Data in accordance with Applicable Laws, including a lawful basis for such processing. Sensitive Personal Data may not be submitted to TalentGPT. Customer may not use TalentGPT to create or analyze biometric identifiers. nor for the purposes of analyzing, profiling, or targeting someone’s status in a protected class.
5. **DISCLAIMER.** Supplier does not make any warranty as to the Output or any results that may be obtained from the use of TalentGPT or the accuracy of the Output or any other information obtained through TalentGPT. Customer understands and agrees that the use of TalentGPT, Output, and any other information obtained through the use of TalentGPT is done at Customer’s sole discretion. Customer should not rely on factual assertions in Output without independently fact-checking their accuracy. Output that appears accurate because of their detail of specificity may still contain material inaccuracies. No information or advice, whether oral or written, obtained by Customer through TalentGPT shall create any warranty not expressly made in the Agreement.
6. **Service Level Agreement Not Applicable.** Notwithstanding anything in the Agreement or the SLA, the unavailability of TalentGPT features will not be included in Supplier’s Uptime or Downtime calculations.