



TALENTGPT TERMS

These TalentGPT Terms (“**Terms**”) shall apply if Customer opts to utilize TalentGPT as part of the Services. To the extent that anything in these Terms conflicts with the Agreement, these Terms shall prevail with respect to TalentGPT.

1. Definitions

- 1.1. “**TalentGPT**” means generative AI that is powered by Microsoft Azure’s OpenAI LLM which has been fine-tuned using Supplier’s own proprietary models. As of the Effective Date, TalentGPT is a Beta Service.
- 1.2. Authorized Users may provide prompts to TalentGPT (“**Prompt(s)**”), and receive a response generated and returned by TalentGPT based on the Prompt and/or Customer Data (“**Response(s)**”).
2. **Ownership.** As between Supplier and Customer, Customer will own any Responses and Supplier hereby assigns all Intellectual Property Rights (if any) in the Responses to Customer. However, Customer acknowledges that Responses may not be unique, and the same or similar Responses may be provided to other users and customers; So Responses may not qualify for intellectual property protection, and Supplier makes no warranties or indemnities with regard to the Responses’ infringement of third-party rights.
3. **Improving Third Party AI.** Supplier does not permit any third party (including Microsoft) to use Customer Data to train their machine learning models. For clarity, no Customer Data is accessed by any third party (including Microsoft).
4. **Improving TalentGPT.** Customer acknowledges that Supplier uses reinforced learning and human feedback to monitor TalentGPT’s performance, which involves Supplier’s personnel manually reviewing Prompts, Responses and other TalentGPT output. Supplier may use such learnings for improving and developing TalentGPT. For clarity, Customer Data is not automatically fed into TalentGPT’s underlying AI models for training.
5. **DISCLAIMER.** While Supplier has developed TalentGPT with a variety of talent-focused situations in mind, Customer’s use of TalentGPT with Customer Data may result in new and untested results and outcomes. Supplier does not make any warranty in relation to the Prompts, Responses, or other TalentGPT output, including their accuracy or fitness for purpose. Customer understands and agrees that the use of TalentGPT is done at Customer’s sole discretion and it should not rely on any assertions in the Responses or other TalentGPT output without independently fact-checking it.

By executing the below, Customer agrees that these Terms will govern the Customer’s use of TalentGPT and is hereby incorporated as an addendum to the master services agreement signed between the parties (the “**Agreement**”).