OPENAI ENTERPRISE AGREEMENT

This Enterprise Agreement is entered into as of the last date set forth on the signature page below or in the order as applicable ("**Effective Date**") between OpenAI, L.L.C. ("**OpenAI**") ("**OpenAI**") and the Ordering Activity under GSA Schedule contracts identified in the Order ("**Customer**"). This Agreement also refers to and incorporates the OpenAI Policies (defined below) and any ordering document signed by Customer and OpenAI or OpenAI webpage that Customer uses to purchase the Services (an "**Order Form**") (collectively, the "**Agreement**"). Capitalized terms not defined in this Agreement will have the meaning set forth in the Order Form.

1.   Services.

1.1   *Use of Services*. OpenAI grants Customer a non-exclusive right to access and use the Services during the Term (as defined below). This includes the right to use OpenAI's application programming interface ("**API**") to integrate the Services into Customer's applications, products, or services (each a "**Customer Application**") and to make Customer Applications available to End Users (as defined below). "**Services**" means OpenAI's services for businesses, enterprises, or developers made available for purchase or use in Customer's account, along with any of OpenAI's associated software, tools, developer services, documentation, and websites, but excluding any Third Party Offering.

1.2   Third-Party Offering. Third parties may offer products, services, or content through the Services ("**Third Party Offering**"). If Customer elects, in its sole discretion, to access or use a Third Party Offering (including by making it available via a Customer Application), Customer's access and use of the Third Party Offering is subject to this Agreement and any additional terms applicable to the Third Party Offering.

1.3   *Responsibilities for Customer's Account*. Customer must provide accurate and up-to-date account information. Customer is responsible for all activities that occur under Customer's account, including the activities of any end user (each, an "**End User**") who is provisioned with an account under Customer's account (an "**End User Account**") or accesses the Services through a Customer Application. Customer may not make account access credentials available to third parties or share individual login credentials between multiple users on an account. Customer may not resell or lease access to its account or any End User Account. Customer will promptly notify OpenAI if Customer becomes aware of any unauthorized access to or use of Customer's account or the Services.

1.4   *Customer Affiliates*. Customer's Affiliates may enter Order Forms under this Agreement, in which case, such Affiliates will be bound by the terms of this Agreement as if they were a signatory hereto. Customer will be responsible and liable for all acts and omissions of its Affiliates that access the Services under this Agreement as if such acts or omissions were undertaken by the Customer itself. "**Affiliate**" means, with respect to either Party, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person or entity.

2.   Restrictions. OpenAI owns all right, title, and interest in and to the Services. Customer only receives rights to use the Services as explicitly granted in this Agreement. Customer will not, and will not permit End Users to:
a.   use the Services or Customer Content (as defined below) in a manner that violates any applicable laws or OpenAI's Service Terms (available at https://openai.com/policies/service-terms), Sharing & Publication Policy (available at https://openai.com/policies/sharing-publication-policy), and Usage Policies (available at https://openai.com/policies/usage-policies), and any other guidelines or policies OpenAI provides in writing (the "**OpenAI Policies**"), as in effect as of the Effective Date of this Agreement (no subsequent material updates to any OpenAI Policies will apply to Customer unless Customer affirmatively agrees (including by using any new services) to such updated OpenAI Policies in writing (including via the Services) except to the extent such updates are required to comply with applicable laws;
b.   use the Services or Customer Content in a manner that infringes, misappropriates, or otherwise violates any third party's rights;
c.   send OpenAI any personal information of children under 13 or the applicable age of digital consent or allow minors to use OpenAI Services without consent from their parent or guardian;
d.   reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Services, algorithms, and systems of the Services (except to the extent these restrictions are contrary to applicable law);

e.   use Output (as defined below) to develop any artificial intelligence models that compete with OpenAI's products and services. However, Customer can use Output to (i) develop artificial intelligence models primarily intended to categorize, classify, or organize data (e.g., embeddings or classifiers), as long as such models are not

distributed or made commercially available to third parties and (ii) fine tune models provided as part of the Services.

f.   use any method to extract data from the Services other than as permitted through the API; or

g.   buy, sell, or transfer API keys from, to or with a third party.

3.   <u>Content</u>.

3.1   *Customer Content*. Customer and Customer's End Users may provide input to the Services ("**Input**"), and receive output from the Services based on the Input ("**Output**"). Input and Output together are "**Customer Content**." As between Customer and OpenAI, and to the extent permitted by applicable law, Customer (a) retains all ownership rights in Input and (b) owns all Output. OpenAI hereby assign to Customer all OpenAI's right, title, and interest, if any, in and to Output.

3.2   *OpenAI Obligations for Customer Content*. OpenAI will process and store Customer Content in accordance with OpenAI's Enterprise privacy page attached hereto and located at https://openai.com/enterprise-privacy. OpenAI will only use Customer Content as necessary to provide Customer with the Services, comply with applicable law, and enforce OpenAI Policies. OpenAI will not use Customer Content to develop or improve the Services.

3.3   *Customer Obligations for Customer Content*. Customer is responsible for all Input and represents and warrants that Customer has all rights, licenses, and permissions required to provide Input to the Services. Customer is solely responsible for all use of the Outputs and for evaluating the accuracy and appropriateness of Output for Customer's use case, including by utilizing human review as appropriate.

3.4   *Similarity of Output*. Customer acknowledges that due to the nature of OpenAI's Services and artificial intelligence generally, Output may not be unique and other users may receive similar content from OpenAI's services. Responses that are requested by and generated for other users are not considered Output.

4.   <u>Confidentiality</u>.

4.1   *Use and Nondisclosure*. "**Confidential Information**" means any business, technical or financial information, materials, or other subject matter disclosed by one party ("**Discloser**") to the other party ("**Recipient**") that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances. For the avoidance of doubt, Confidential Information includes Customer Content. Recipient agrees it will: (a) only use Discloser's Confidential Information to exercise its rights and fulfill its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party except as expressly permitted in this Agreement.

4.2   *Exceptions*. The obligations in Section 4.1 do not apply to any information that (a) is or becomes generally available to the public through no fault of Recipient, (b) was in Recipient's possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to Recipient without restriction by a third party, or (d) was independently developed without use of Discloser's Confidential Information. Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section 4 by its employees, contractors, and agents. Recipient may disclose Confidential Information to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance. OpenAI recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552 ("**FOIA**"), which may require that certain information be released, despite being characterized as "confidential" by the vendor. Customer agrees not to disclose any OpenAI Confidential Information in response to a FOIA request until OpenAI has had reasonable opportunity to review and object as allowed under the exemptions in FOIA.

5.   <u>Security</u>.

5.1   *OpenAI's Security Program*. OpenAI will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) protect the Services and Customer Content against accidental or unlawful loss, access, or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access, and (c) minimize security risks, including through regular risk assessments and testing.

5.2   *OpenAI's Security Obligations*. As part of OpenAI's information security program, OpenAI will: (a) implement and enforce policies related to electronic, network, and physical monitoring and data storage, transfer, and access; (b) deploy production infrastructure behind VPNs where possible; (c) require multi-factor authentication for employees; (d) configure network security, firewalls, accounts, and resources for least-privilege

access; (e) maintain a logging and incident response process; (f) maintain corrective action plans to respond to potential security threats; and (g) conduct periodic reviews of OpenAI security and the adequacy of OpenAI's information security program as aligned to industry best practices and OpenAI's own policies and procedures.

6. Privacy.

6.1 *Personal Data*. If Customer uses the Services to process personal data, Customer must (a) provide legally adequate privacy notices and obtain necessary consents for the processing of personal data by the Services, (b) process personal data in accordance with applicable law, and (c) if processing "personal data" or "Personal Information" as defined under applicable data protection laws, execute OpenAI's Data Processing Addendum.

6.2 *HIPAA*. Customer agrees not to use the Services to create, receive, maintain, transmit, or otherwise process any information that includes or constitutes "Protected Health Information", as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103), unless Customer has signed a Healthcare Addendum and Business Associate Agreement (together, the "**Healthcare Addendum**") with OpenAI prior to creating, receiving, maintaining, transmitting, or otherwise processing this information.

7. Payment.

Fees and Billing. Customer will pay for use of Services according to the terms set forth in the Order between Customer and its reseller.

8. Term; Termination.

8.1 *Term*. The term of this Agreement will commence upon the earlier of the Effective Date of an Order Form, or the date Customer first uses the Services, and will remain in effect until terminated pursuant to this Section 8 ("**Term**").

8.2 *Termination*. Subject to any applicable provisions of the Disputes Clause (Contract Disputes Act), both Customer and OpenAI may terminate this Agreement upon written notice (a) if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice of the breach or (b) if the other party ceases its business operations or becomes subject to insolvency proceedings. OpenAI may temporarily suspend Customer or any End User's access to the Services or terminate this Agreement or any Order: (i) if required to do so by law; or (ii) to prevent a security risk or other credible risk of harm or liability to us, the Services, or any third party . OpenAI will use reasonable efforts to notify Customer of any suspension or termination and give Customer the opportunity to resolve the issue prior to suspension or termination. When the Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, OpenAI shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

8.3 *Effect of Termination*. Termination or expiration will not affect any rights or obligations, including the payment of amounts due, which have accrued under this Agreement up to the date of termination or expiration. Upon termination or expiration of this Agreement, the provisions that are intended by their nature to survive

termination will survive and continue in full force and effect in accordance with their terms, including confidentiality obligations, limitations of liability, and disclaimers. Upon termination of this Agreement, OpenAI will delete all Customer Content from its systems within 30 days, unless OpenAI is legally required to retain it.

9.   Warranties; Disclaimer.

9.1   OpenAI warrants that, during the Term, when used in accordance with this Agreement, the Services will conform in all material respects with the documentation OpenAI provides to Customer or otherwise makes publicly available.

9.2   ***Except for the warranties in this Section 9, the Services are provided "as is" and OpenAI and OpenAI's affiliates and licensors hereby disclaim all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose and title, noninfringement, or quiet enjoyment, and any warranties arising out of course of dealing or trade usage. Despite anything to the contrary, we make no representations or warranties (a) that use of the Services will be uninterrupted, error free, or secure, (b) that defects will be corrected, (c) that Customer Content will be accurate, or (d) with respect to Third Party Offerings.***

10.   Indemnification.

10.1   *By OpenAI*. OpenAI agrees to indemnify, has the right to intervene to defend, and hold Customer harmless against any liabilities, damages and costs (including reasonable attorneys' fees) payable to a third party arising out of a third party claim alleging that the Services infringe any third party intellectual property right. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. This excludes claims to the extent arising from: (a) combination of any Services with products, services, or software not provided by OpenAI or on OpenAI's behalf, (b) modification of the Services by any party other than OpenAI, (c) Customer Content, (d) Customer's failure to comply with this Agreement or laws, regulations, or industry standards applicable to Customer, or (e) Customer Applications (if any and the claim would not have arisen but for the Customer Application). If OpenAI reasonably believes that all or any portion of the Services is likely to become the subject of any infringement claim, OpenAI (x) will procure, at OpenAI's expense, the right for Customer to continue using the Services in accordance with this Agreement, (y) will replace or modify the allegedly infringing Service so it is non-infringing, or (z), if (x) and (y) are not commercially practicable, OpenAI may, in its sole discretion, terminate this Agreement upon written notice to Customer and refund any prepaid amounts for unused Services. Customer will promptly comply with all reasonable instructions provided by OpenAI with respect to (x) through (y) above, including any instruction to replace, modify, or cease use of an impacted Service.

10.2   Neither Customer nor any Affiliate have the authority to indemnify another entity. Customer will pay for any loss, liability or expense, which arises out of or relates to Customer's acts or omissions with respect to (a) its obligations in this Agreement, where a final determination of liability on the part of the Customer is established by a court of law or where settlement has been agreed by the Customer, (b) Customer Applications (if any), or (c) Customer Content.

10.3   *Indemnification Procedure*. A party seeking indemnity will provide the indemnifying party with prompt written notice upon becoming aware of any claim, reasonable cooperation in the defense of or investigation of the claim, and allow the indemnifying party sole control of defense and settlement of the claim, provided that the party seeking indemnity is entitled to participate in its own defense at its sole expense. The indemnifying party cannot enter into any settlement or compromise of any claim without prior written consent of the other party, which will not be unreasonably withheld, except that the indemnifying party may without consent enter into any settlement of a claim that resolves the claim without liability to the other party, impairment to any of the other party's rights, or requiring the other party to make any admission of liability. THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.   Limitation of Liability.

11.1   ***Limitation on Indirect Liability. Except for (i) a party's gross negligence or willful misconduct, (ii) Customer's breach of Section 2 (Restrictions), (iii) either party's breach of confidentiality, or (iv) OpenAI's breach of Section 5, neither Customer nor OpenAI or either party's affiliates or licensors will be liable under this Agreement for any indirect, punitive, incidental, special, consequential, or exemplary damages (including lost profits) even if that party has been advised of the possibility of those damages. The foregoing limitation of liability***

shall not apply to (1) personal injury or death resulting from OpenAI's gross negligence or willful misconduct; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11.2 ***Liability Cap. Except for a party's gross negligence or willful misconduct, each party's total liability under the Agreement will not exceed the total amount Customer has paid to OpenAI in the twelve (12) months immediately prior to the event giving rise to liability. The foregoing limitations will apply despite any failure of essential purpose of any limited remedy and to the maximum extent permitted under applicable law.***

12.   Export Controls. Customer may not use the Services in or for the benefit of, or export or re-export into any U.S. embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, any other restricted party lists (existing now or in the future) identified by the Office of Foreign Asset Control, or the U.S. Department of Commerce Denied Persons List or Entity List, or any other restricted party lists (collectively, "**Restricted Party Lists**"). Customer represents and warrants that Customer and End Users are not located in any U.S. embargoed countries and are not on any Restricted Party Lists and that Customer will comply with all applicable laws related to export controls, including requirements or obligations to know End Users directly.

13.   Miscellaneous.

13.1   *Headings*. Headings in this Agreement are inserted solely for convenience and are not intended to affect the meaning or interpretation of this Agreement.

13.2   *Feedback*. If Customer provides OpenAI with feedback regarding the Services ("**Feedback**"), Customer grants OpenAI the right to use and exploit Feedback without restriction or compensation. OpenAI acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

13.3   *Publicity*. During the Term, OpenAI may (a) subject to Customer's separate written consent, use Customer's name ("Marks") to identify Customer as a customer of the Services in marketing materials and on OpenAI's website, and (b) subject to Customer's mutual agreement in each case, produce and publish a case study regarding Customer's use of the Services to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. OpenAI will use Marks provided by Customer in accordance with any brand guidelines that Customer provides to OpenAI prior to such use. Customer may use OpenAI's Marks to describe its use of the Services solely in accordance with OpenAI's Brand Guidelines available at: https://openai.com/brand.

13.4   *U.S. Federal Agency Entities*. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

13.5   *Entire Agreement*. This Agreement is the entire agreement between Customer and OpenAI with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, whether written or oral. Customer agrees that any terms and conditions contained within any purchase order Customer sends to OpenAI will not apply to this Agreement and are null and void. In the event of any conflict between the documents that make up this Agreement, unless explicitly stated otherwise, the order of precedence will be (a) the OpenAI Policies, (b) the applicable Order Form, and (c) this Agreement.

13.6   *Relationship of the Parties*. For all purposes under this Agreement, Customer and OpenAI will be and act as independent contractors and will not bind nor attempt to bind the other to any contract.

13.7   *No Third Party Beneficiaries*. There are no intended third party beneficiaries to this Agreement, and it is Customer and OpenAI's specific intent that nothing contained in this Agreement will give rise to any right or cause of action, contractual or otherwise, in or on behalf of any third party.

13.8   *Force Majeure*. In accordance with GSAR Clause 552.212-4(f), except for payment obligations, neither Customer nor OpenAI will have any liability for failures or delays resulting from conditions beyond Customer's or OpenAI's reasonable control, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, or power failures.

13.9   *Assignment*. This Agreement cannot be assigned other than as permitted under this Section 13.9 (Assignment). OpenAI may assign this Agreement to an affiliate without notice or Customer consent.

13.10   *Notices*. All notices will be in writing. OpenAI may provide Customer notice using the registration information or the email address associated with Customer's account. Service will be deemed given on the date of receipt if delivered by email or on the date sent via courier if delivered by post. OpenAI accepts notice at contract-notices@openai.com.

13.11   *Severability*. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

13.12   *Jurisdiction, Venue, and Choice of Law*. This Agreement will be governed by the Federal laws of the United States.

Accepted and Agreed:

OpenAI, L.L.C.	**[ ]**
Signature:	Signature:
Name:	Name:
Title: Authorized Signer	Title:
Date:	Date:

Enterprise privacy at OpenAI

Trust and privacy are at the core of our mission at OpenAI. We're committed to privacy and security for ChatGPT Team, ChatGPT Enterprise, and our API Platform.

Our commitments

Ownership: You own and control your data

- We do not train on your business data (data from ChatGPT Team, ChatGPT Enterprise, or our API Platform)
- You own your inputs and outputs (where allowed by law)
- You control how long your data is retained (ChatGPT Enterprise)

Control: You decide who has access

- Enterprise-level authentication through SAML SSO (ChatGPT Enterprise and API)
- Fine-grained control over access and available features
- Custom models are yours alone to use and are not shared with anyone else

Security: Comprehensive compliance

- We've been audited for SOC 2 compliance (ChatGPT Enterprise and API)
- Data encryption at rest (AES-256) and in transit (TLS 1.2+)
- Visit our Trust Portal to understand more about our security measures