

By executing a written order for his service, you agree to following the terms and conditions

TERMS AND CONDITIONS OF USE FOR "ASK SAGE"

1. Introduction

These terms and conditions (the "Terms") govern your use of the Ask Sage chat assistant (the "Service") provided by Ask Sage, Inc. (hereinafter referred to as "we," "us," or "our"). By executing a written order for the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service. In addition, when using the Service, there are terms and conditions of y third-party product or service integrated into Ask Sage. These include, but are not limited to, Google PaLM 2, Anthropic Claude 2, the Azure OpenAI Service, which is subject to the applicable Azure Legal Terms (including relevant Product Terms), and the Supplemental Preview Terms for Azure OpenAI Service; the OpenAI, LLC Terms of Use, including their Service Terms, Sharing & Publication Policy, and Usage Policies; and the Cohere Inc. Terms of Service; as well as, any other documentation, guidelines, or policies from any party may provide in writing that governs the use of their services by third-party applications such as Ask Sage, Inc. PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY GOVERN YOUR USE OF THE SERVICE.

1.2 Modifications to Terms

We reserve the right, at our sole discretion, to non-materially change or modify any portion, in whole or in part, of these Terms at any time. If we do this, depending on the nature of the change, we will notify you, either through the Service's user interface, in an email notification or through other reasonable means and as required by applicable law. Your continued use of the Service after the date any such non-material changes become effective constitutes your acceptance of the new Terms.

1.3 Privacy

At Ask Sage, we respect the privacy of our users. By using the Service, you consent to our collection and use of personal data including email, first name, last name, organization, country and phone. For government users, we collect your CAC information for authentication purposes.

2. Access and Use of the Service

2.1 Service Description

Ask Sage is an artificial intelligence-powered Generative AI platform that provides users with information and assistance for informational and general purposes only. We do not guarantee the accuracy or completeness of the information provided by Ask Sage and will not be held liable for any errors or omissions from use of this information. Registration with Ask Sage grants you a limited, non-exclusive, non-transferable, license to access the Service. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances..

2.2 "As-is" Service

Ask Sage warrants that the Ask Sage Service will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Ask Sage Service written materials

accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, Ask Sage is currently offered “as-is”. Ask Sage makes no representations or warranties for the Service, including any warranty that the Service will be generally available, uninterrupted or error-free, or that Content will not be lost or damaged. Except to the extent prohibited by law, Ask Sage expressly disclaims all warranties for the Service, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, and any warranties arising out of any course of dealing or usage of trade.

2.3 Registration Obligation

You shall be required to register with Ask Sage in order to access and use the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. You are limited to one account per person. If you are under 18 years of age, you are not authorized to use the Service, with or without registering. If the subscriber is not an individual but a corporate entity, you warrant that you are duly authorized as an agent of a legally registered entity to enter into and bind that entity to these Terms.

2.4 Account, Password and Security

You may never use another's account, and you may not provide another person with the username and password to access your account. You should maintain control over all of the devices that are used to access the Service. If you fail to maintain control of a device, other users may access the Service through your account. You are fully responsible for any and all activities that occur under your account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify Ask Sage of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Ask Sage will not be liable for any loss or damage arising from your failure to comply with this Section.

2.5 Modifications to Service

Ask Sage operates at the discretion of third-parties, such as Google PaLM 2, Azure OpenAI and Cohere, and will not be liable for any service changes, including modifications or loss in service, resulting from actions taken by any party or service integrated into Ask Sage. Ask Sage reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. In the event that We discontinue or materially diminish functionality of a Service that You have contracted for, You shall be entitled to a pro rata refund for any fees paid not used. We have no obligation to retain any of Your Account Content for any period of time beyond what may be required by applicable law. In the event any third party service implements a modification, suspension or discontinuance of the services, Ask Sage may immediately terminate any license and access to the Ask Sage Service, without notice. Ask Sage will have thirty (30) days to remediate and/or replace the third-party service.

3. Conditions of Use

3.1. Prohibited Uses

You may not use the Service for any illegal or unauthorized purpose, or to exfiltrate data, steal

the intellectual property, or technology of Ask Sage or any third party. Additionally, you may not use the Service for any activity that violates the OpenAI LLC Terms of Service or other related policies of any third-party integrated into Ask Sage.

In this context, Data exfiltration occurs when malware and/or a malicious actor carries out an unauthorized data transfer. Data exfiltration is also considered a form of data theft. This doesn't include normal use of the Service. All data entered by the User, all Prompts entered by the User and results created by the User on the Service are owned by the User.

3.2 Sage will be wrong

The information/answers provided by the Service will be wrong due Large Language Models (LLMs) being wrong. Use provided information at your own risk and verify the information or code before making assumption or using it. Use it at your own risk.

3.3 Similarity of Content

Due to the nature of machine learning, Output may not be unique across users and the Service may generate the same or similar output.

3.4 Plugins, Database Connections and Use of Credentials

By using our database connection feature, you represent and warrant that:

1. You have legally obtained the credentials you are using;
2. You have the necessary rights, permissions, and authorizations to use these credentials and to access and use the associated database/data lake;
3. You will not use our database connection feature to conduct any illegal activities, including but not limited to unauthorized access to databases, denial of service (DDoS) attacks, or any form of hacking or cybercrime.

You understand and agree that Ask Sage, Inc. is not responsible for any damage, loss, or harm resulting from your use of the database connection feature, including but not limited to damage to the database, loss of data, or any other adverse effects.

4. Restrictions and Fees

4.1 Token Limitation

Free accounts are limited to two hundred thousand (200,000) tokens per user, per month, for 3 months. Access beyond this limit is available for a fee by subscribing via credit card or by contacting sales@asksage.ai with various monthly plans.

4.2 Fees and Pricing

Ask Sage, reserves the right to set, modify or otherwise establish one-time or recurring fees for access to the Service, in whole or in part in accordance with the GSA Schedule Pricelist. Current or past use of the Service does not entitle you to an exception or reduction in any future fees.

5. Intellectual Property

5.1 Trademarks

The Ask Sage name and logos are trademarks and service marks of Ask Sage (collectively the

"Ask Sage Trademarks"). Other product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Ask Sage. Nothing in these Terms or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Ask Sage Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Ask Sage Trademarks will inure to our exclusive benefit. You agree that you will not purchase search engine or other pay per click keywords (such as Google Ads), or domain names that use Ask Sage or Ask Sage trademarks and/or variations and misspellings thereof.

5.2 Codex and Code Generation

Output generated by code generation features of the Service, including OpenAI Codex, may be subject to third party licenses, including, without limitation, open source licenses.

6. Disclaimers and Liability

6.1 Disclaimer of Warranties

Ask Sage warrants that the Ask Sage Service will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Ask Sage Service written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, The Service is provided "as is" and "as available" without any representations or warranties of any kind, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error-free, and we will not be liable for any interruptions or errors.

6.2 Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ASK SAGE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ASK SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL ASK SAGE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID ASK SAGE IN THE LAST MONTH, OR, IF GREATER, ONE DOLLAR (\$1). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR

DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

6.3 Reserved

6.4 Technical Content and Output

Ask Sage does not provide specific direction or assessment on any technical, professional or licensed field. You acknowledge and agree that the Service is not intended to be, and will not be used as, a substitute for consultation and assessment by a licensed, experienced professional. You agree to consult system authorities and primary sources before initiating any practices or changes. You also acknowledge and agree to accept the inherent risks and dangers in participating in new procedures and practices. You agree that Ask Sage will not be liable for any loss, or damages arising from your access or practice of the Service's content.

6.5 Governing Law

These Terms shall be governed by and construed in accordance with the Federal laws of the United States, without giving effect to any principles of conflicts of law.

6.6 Reserved

Contact Us

If you have any questions or concerns about these Terms, please contact us at info@asksage.ai.

By using Ask Sage, you acknowledge that you have read and understood these Terms and agree to be bound by them.

These terms are written by a lawyer and is considered as a proper legal document.