

Best Practices: Content Rights allocation structure

| Service provider | Separation of content into user's inputs and AI-generated outputs | Owner of Inputs | Owner of AI-generated outputs | Licensing of user's inputs and AI-generated outputs to Service provider | Usage of user's content for provision of service | Usage of content for AI training/improving |
|------------------------|---|-----------------|-------------------------------|---|--|--|
| OpenAI | Yes | User | User | From user to Service provider | Yes | Yes, but user has the right to refuse training |
| Anthropic | Yes | User | User | From user to Service provider | Yes | No, except feedback and for safety review |
| Mistral AI | Yes + prompts (instructions for LLM) | User | User | From user to Service provider | Yes | No, except feedback |
| Coactive | No | User | - | From user to Service provider | Yes | Yes |
| Harvey | Yes | User | User | From user to Service provider | Yes | No |
| Tome AI | Yes | User | User | From user to Service provider | Yes | Yes |
| Clari | No | User | - | From user to Service provider | Yes | No |
| Cohere | No | User | - | From user to Service provider | Yes | Yes |
| Jasper | Yes | User | User | From user to Service provider | Yes | Yes |
| Bloom | No | User | - | From user to Service provider | Yes | Yes |
| Gong | No | User | - | From user to Service provider | Yes | No, except feedback |

OpenAI

Section «Content»

Your content.

You may provide input to the Services («**Input**») and receive output from the Services based on the Input («**Output**»). Input and Output are collectively «**Content**». You are responsible for Content,

including ensuring that it does not violate any applicable law or these Terms. **You represent and warrant that you have all rights**, licenses, and permissions needed **to provide Input to our Services**.

Ownership of content.

As between you and OpenAI, and to the extent permitted by applicable law, you **(a) retain your ownership rights in Input and (b) own the Output**. We hereby **assign to you all our right**, title, and interest, if any, in and **to Output**.

Similarity of content.

Due to the nature of our Services and artificial intelligence generally, output may not be unique and **other users may receive similar output** from our Services. **Our assignment above does not extend to other users' output or any Third-Party Output**.

Our use of content.

We may use Content **to provide, maintain, develop, and improve our Services**, comply with applicable law, enforce our terms and policies, and keep our Services safe.

Opt out.

If you do not want us to use your Content to train our models, you can opt out by following the instructions.

Our IP rights

We and our affiliates own all rights, title, and interest in and to the Services.

Anthropic

Section 4 «Prompts, Outputs, and Materials»

You may be allowed to **submit** text, documents, or other materials to our Services for processing (we call these «**Prompts**»). Our Services may **generate** responses based on your Prompts (we call these «**Outputs**»). Prompts and Outputs collectively are «**Materials**».

Rights to Materials.

You are responsible for all Prompts you submit to our Services. By submitting Prompts to our Services, **you represent and warrant that you have all rights**, licenses, and permissions that are necessary for us to process the Prompts under our Terms.

As between you and Anthropic, and to the extent permitted by applicable law, **you retain any right**, title, and interest that you have **in the Prompts you submit**. Subject to your compliance with our Terms, **we assign to you all of our right**, title, and interest—if any—in **Outputs**.

Our use of Materials.

We may use Materials **to provide, maintain, and improve the Services and to develop other products and services**. We **will not train** our models **on any Materials that are not publicly available**, except in two circumstances: (1) If you provide feedback to us regarding any Materials, we

may use that feedback. (2) If your Materials are flagged for trust and safety review, we may use or analyze those Materials to improve our ability to detect and enforce violations.

Section 9 «Ownership of the Services»

The Services are owned, operated, and provided by us and our affiliates, licensors, distributors, and service providers (collectively «Providers»). **We and our Providers retain all of our respective rights, title, and interest, including intellectual property rights, in and to the Services.** Other than the rights of access and use expressly granted in our Terms, our Terms do not grant you any right, title, or interest in or to our Services.

Notes:

1) The licence to use Prompts and Outputs covers the use of such data both to improve the service directly used by the user and also to develop other products and services.

Mistral AI

Section «Definitions»

«Mistral AI's Intellectual Property»: means the Model(s), the Services, and any trade names, trademarks, logos, patents, trade secrets, know-how, designs, drawings, copyrights, engineering, photographs, samples, software, models, algorithm, image, literature, information, ideas, concepts, or improvements pertaining to the Services and other data of any kind that is protectable through copyrights, patent, trade secrets, trademarks, trade dress, service marks, or and includes any modification or enhancement of the Services.

«User Data»: means any of the following data:

- 1) The **«User Feedback»:** means Your feedback pertaining to the accuracy, relevance, and effectiveness of the Outputs, including but not limited to any identified discrepancies or errors.
- 2) The **«User Input Data»:** means **any data provided by You that is used by You for the purpose of prompting, fine-tuning or customizing the Services** to Your specific needs or use-case, for the duration of this Agreement.
- 3) The **«Outputs»:** means any and **all content generated by the Services** in response to a Prompt.
- 4) The **«Prompts»:** means any and **all instructions**, queries or textual cues given by You to the Services in order to generate an Output.

Section 7 «Your User Data»

Responsibility. When You use Our Services, **You may provide Prompts and Our Services may generate Outputs** in return. You are solely responsible for Your use of the Prompts and the Outputs. **You shall only use Prompts to which You own all required rights.**

Prompt ownership. You hereby represent that You own Your Prompts. **You retain all the rights, including but not limited to the intellectual property rights to Your Prompts.**

Output ownership. We do not claim any ownership or intellectual property rights of any kind in and to the Outputs generated by Our Models. **You are the sole owner of the Outputs.** You must not use the Outputs or any modified or derived version of the Outputs **to reverse engineer the Services.**

Output similarity. You agree that, due to the nature of Our Services, **if another User uses a Prompt similar to Yours, our Services may generate an Output similar or identical to Yours.** We do not warrant that Your Output is not similar or identical to another User's Output.

License. You grant Us, for the term of this Agreement, a worldwide, revocable, non-exclusive, non-sublicensable, non-transferable **right to use the Prompts, Outputs and User Input Data for the purpose of performing the Services.** You grant Us, for the duration of the intellectual property rights under applicable law, a worldwide, non-revocable, non-exclusive, non-sublicensable, non-transferable **right to use Your User Feedback for the purpose of improving Our Model(s).**

Section 10 «Intellectual Property»

License to use the Services

Right to use. Mistral AI grants You a worldwide, revocable, non-exclusive, non-sublicensable, non-transferable **right to use the Services for the term of this Agreement,** in compliance with this Agreement and the applicable law.

Mistral AI Intellectual Property. Mistral AI has and retains all right, title and interest, including all intellectual property rights, in and to the Platform and/or the Free Services, including but not limited to the Model(s).

Coactive AI

Section 3 «Licenses»

Limited License.

Subject to your complete and ongoing compliance with these Terms, **Coactive grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site.**

Information You Submit.

Do not submit any information or other materials that you consider confidential or proprietary through the Site. **If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Site ("Feedback"), then you do so on a non-confidential basis** (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence) and **you hereby grant Coactive an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free transferable, sublicensable right and license to exploit the Feedback in any manner and for any purpose, including to improve the Site and create other products and services.** Coactive has no obligation to attribute to you any Feedback you provide.

Section 4 «Ownership; Proprietary Rights».

The Site is owned and operated by Coactive. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Site ("Materials") provided by Coactive are protected by intellectual property and other laws. **All Materials included in or embodied by the Site are the property of Coactive or its third-party licensors.** Except as expressly authorized in writing by Coactive, you may not use the Materials.

Notes:

1) It is established that the user must not submit confidential content to the Service and any content submitted to Site is presumed to be non-confidential and can be used by the company in any way, including for 'improving' the Service or other products.

Harvey (Counsel AI)

Section 3 «Usage»

3.1

You may access, and **we grant You the non-exclusive right to use, the Basic Service.** Access credentials are specific to the user to whom they are issued and may not be shared, including within the same organization.

3.4

To the extent that You provide us with any Feedback, **we may freely use and incorporate any Feedback into our products and services.** Counsel AI may not utilize Feedback in a way that identifies, or could be used to identify, Customer, its users, Customer Data, Your Content, or Customer's Confidential Information.

Section 4 «Content»

4.1

You may **provide Input to the Service and receive Output** from the Service. As between the parties, **You own Your Content.**

4.2

You may provide Input that is similar or identical to a third party's user's Input or may receive Output that is similar or identical to Output provided to other third party users. Queries that are requested by other third party users and responses provided to other third party users are not Your Content.

Section 5 « Customer data»

5.1

To utilize certain features, **You may be required to upload documents** ("Customer Data") into the Service for the purpose of enabling certain features.

5.2

As between the parties, **You retain all right, title and interest** (including any and all intellectual property rights) in and **to the Customer Data.** You grant to Counsel AI and its Affiliates a non-exclusive, worldwide, royalty-free **right to process the Customer Data and Your Input to the extent necessary**

to provide the Service to You, to prevent or address service or technical problems with the Service, or as may be required by applicable law.

5.3

You are responsible for the accuracy, content and legality of all Customer Data.

Tome AI

Section 6 «Tome Materials»

Tome will provide you with access to templates, themes, content and fonts (collectively, “Tome Materials”) to enable your creation of your story, narrative or presentation with your User Content (collectively, the “User Story”). Subject to your compliance with these Terms, Tome hereby grants you a limited, non-exclusive, worldwide, royalty-free, revocable license, to use, copy, distribute, modify, creative derivative works of, perform and display the Tome Materials solely as integrated and embedded into your User Story. As between you and Tome, subject to Section 11(b), Tome (and its licensors) retains all right, title, and interest in and to the Tome Materials and Derived Data (as defined below).

Section 7 «Your Content»

Posting Content.

Our Services may allow you to submit, transmit, upload, share or store content such as text (in posts, communications with others or for prompts for our Third-Party Services), files, documents, graphics, images, music, software, audio and video. **Anything** (other than Tome Materials, Derived Data and Feedback, as defined below) **that you post, generate or otherwise make available through the Services or Third-Party Services is referred to as “User Content”**. Tome does not claim any ownership rights in any User Content.

Limited License.

By making any User Content available through the Services you hereby grant to Tome a non-exclusive, transferable, worldwide, royalty-free, sublicense (but only to service providers acting on our behalf) **license to use, copy, distribute, host, store, and transmit and display to you and your Authorized Users your User Content** in connection with (A) operating and providing the Services to you and your Authorized Users and (B) internal research and development purposes, such as **improving the Services**. This license also includes a right for Tome to recast, transcode, adapt, crop, and otherwise **modify the User Content as necessary to enable use of the User Content as part of Services** (e.g., we may transcode an uploaded image into a format that will work most efficiently with the Services or our Third-Party Services may modify your User Content to generate Output). If and to the extent you retain any rights to the Output, such Output is included within the scope of the foregoing license.

Commitment to Privacy.

We are committed to keeping your User Content private and **our policy is to not share your User Content with any third party, except** (A) as required to provide the Services or as otherwise necessary for purposes of Tome’s legitimate interests (including evaluating and responding to security incidents and legal requests), (B) as authorized or instructed by you or your Authorized Users hereunder or in any other agreement between the parties, (C) as required to comply with our policies, applicable law (including copyright and intellectual property), or governmental request, (D) **as required to conduct research and development for the further development of our Services in order to provide the Services to you and others** and (E) to a third party that succeeds to all or substantially all of our

business and assets relating to the subject matter of these Terms, whether by sale, merger, operation of law or otherwise.

Approval.

We will obtain your approval before using Your Content in any of our marketing or promotion activities of the Services.

Derived Data.

We may develop or derive data or insights in deidentified or aggregated form from (i) your User Content; or (ii) your and/or your Authorized Users' use of the Services, including, without limitation, any usage data or trends with respect to the Services.

Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("Feedback"). **If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.**

Section 8 «Rights and Terms for Apps»

App License.

If you comply with these Terms, **Tome grants to you a limited non-exclusive, non-transferable license, with no right to sublicense**, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

Clari Copilot

Section 1 «Services subscription and support»

Software and Software License.

With respect to any Software provided to you for use on your devices, **we grant you a limited non-exclusive, non-transferable, non-sublicensable license to use such Software** during the Term, as defined below, only in connection with the Services.

Section 5 «Customer data»

Ownership.

You own all right, title and interest in and to any data provided by you for use of the Services ("Customer Data"). You grant to Clari and Clari Copilot a non-exclusive, transferable, sublicensable, worldwide, and royalty-free license to use and exploit Customer Data to provide the Services.

Section 7 «Intellectual property»

The Services and Software are made available on a limited access basis, and no ownership right is conveyed to you under this Agreement. Clari Copilot shall own and retain all right, title and interest in and to (a) the Services and Software, (b) all improvements, enhancements or modifications thereto, and (c) all intellectual property rights related to any of the foregoing.

Section 4 «Customer Data and Privacy»

You grant us a nonexclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up right to access, collect, use, process, store, disclose and transmit any data, information, content, records or files (“Content”) that you load, submit, transmit to or enter into the cohere solution, or that you otherwise transmit to cohere in connection with these terms of use (“Customer data”) to: (i) **provide the cohere solution**; (ii) **exercise its rights and perform its obligations under these terms of use**, including ensuring you are complying with these terms of use, the responsible use guidelines and any other responsible use guidelines we provide to you or are posted on the cohere website; and (iii) **improve and enhance the cohere solution and our other offerings and benchmark the foregoing, including by sharing api data and finetuning data with third parties** who may use the finetuning data and api data to provide services to cohere and for other purposes permitted under their terms and conditions.

For clarity and notwithstanding anything to the contrary in these terms of use, **cohere will not share a custom model with any third party but may share finetuning data used to finetune or train a custom model with third parties**. The term “Api data” means customer data submitted by you to the cohere api. The term “Finetuning data” means customer data comprised of any training or finetuning data submitted by you to the cohere solution. The term “Custom model” means an ai-powered neural network for natural language processing based on parameters **that are trained using customer data**.

Section 9 «Ownership of the Cohere Solution»

All right, title and interest, including intellectual property rights, in the Cohere Solution, the source code in the software we use to provide the Cohere Solution (the “Software”) and all other materials provided by us hereunder, and any updates, adaptation, translation, customization or derivative works thereof, will remain the sole property of Cohere (or our third-party suppliers, if applicable).

The Cohere Solution and all materials provided by us hereunder are made available or licensed and not “sold” to you.

Section 10 «Licence to the Cohere Solution»

Subject to these Terms of Use, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable licence to use the Cohere Solution in accordance with these Terms of Use.

Section 16 «Feedback»

You agree that **any suggestion or idea provided by you** (such suggestions or ideas, “Feedback”) will not be treated as confidential, and nothing in these Terms of Use will restrict **our right to use, profit from, disclose, publish or otherwise exploit any Feedback, without compensation to you**. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable licence to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same.

Section 1 «Definitions»

«Customer Property» means (i) the Input, (ii) the Output, and (iii) any other content (including text, images, illustrations, charts, tables, and other materials), materials or data **supplied by Customer to Jasper, either directly through the Service or indirectly through the integration with a Third-Party Product**, for processing on Customer's behalf.

«Input» means the information you input via prompts into the Services to which you own or have permission to use the Intellectual Property Rights therein. For the avoidance of doubt, Input shall not be deemed to include any Jasper Property.

«Output» means the output generated and returned by the Services to you based on the Input. For the avoidance of doubt, the Output shall not be deemed to include any Jasper Property.

«Feedback» means any communications or materials sent to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, ideas, or the like, about the Services.

«Jasper Property» means (i) the Services, (ii) the Documentation, and (iii) all content and other materials and software supplied by Jasper in connection with, or used by Jasper in providing, any Services. For the avoidance of doubt, Jasper Property shall not be deemed to include the Output. For the avoidance of doubt, Jasper Property includes Aggregated Statistics and any information, data, or other content derived from Jasper's monitoring of your access to or use of the Services, but does not include Customer Property.

Section 2 «Access and use»

Provision of Access.

Subject to and conditioned on your payment of Fees and compliance with all the terms and conditions of this Agreement, Jasper hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right **to access and use the Services during the Term solely for your internal business operations** by Authorized Users in accordance with the terms and conditions herein.

Documentation License.

Subject to the terms and conditions contained in this Agreement, Jasper hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users **to use the Documentation during the Term solely for your internal business purposes** in connection with use of the Services.

Section 3 «Intellectual property rights»

Customer Property. We claim no ownership rights over Customer Property. **The Customer Property remains yours.**

By submitting, posting, displaying, providing, or otherwise making available any Customer Property on or through the Services, you expressly grant, and you represent and warrant that you have all rights

necessary to grant, to Jasper a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Customer Property and your name, voice, and/or likeness as contained in your Customer Property, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, **for use in connection with the Services** and Jasper's (and its successors' and affiliates') business, **including without limitation in connection with modifying, improving, and enhancing artificial intelligence models, as well as promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels.**

In connection with your Customer Property, you affirm, represent, warrant and covenant the following: (i) You have the written consent of each and every identifiable natural person in the Customer Property, if any, to use such person's name or likeness in the manner contemplated by the Services and this Agreement, and each such person has released you from any liability that may arise in relation to such use; (ii) You have obtained and are solely responsible for obtaining all consents as may be required by law to submit any Customer Property relating to third parties; (iii) Your Customer Property and Jasper's use thereof as contemplated by this Agreement and the Services will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights; and (iv) **Jasper may exercise the rights to your Customer Property granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.**

Jasper Property. Jasper Property and all Intellectual Property Rights related thereto are the exclusive property of Jasper and its licensors (including other Users who post content to the Services). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Jasper Property. Use of the Jasper Property for any purpose not expressly permitted by this Agreement is strictly prohibited. For the avoidance of doubt, Jasper Property, Aggregated Statistics and any other information, data, or other content derived from Jasper's monitoring of your access to or use of the Services, but does not include Customer Property. **In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to Jasper an assignment of all right, title, and interest in and to the Aggregated Statistics, including all Intellectual Property Rights relating thereto.**

You may choose to or we may invite you to submit Feedback. By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Jasper under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You hereby assign to us on your behalf, and shall cause your Authorized Users to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

Bloom AI

Section 3 «Rights & Restrictions»

Your Rights.

Subject to your full and ongoing compliance with these Terms and the Subscriber's full and ongoing compliance with applicable agreements and obligations, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right, during the applicable Subscriber's subscription term **to access and use the Services**.

Section 5 «Content»

Required Content. You are required to provide certain data, information, and materials to enable us to provide the Services to you and/or the Subscriber (i.e., your User Content). You agree that if you do not provide the necessary information will not be able to access or use the Services.

Ownership of User Content. You retain all ownership rights in your User Content.

License. You grant us a royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license (i) to use your User Content as necessary **to perform, analyze and improve the Services**; and (ii) **to collect, use and disclose usage data**; and/or (iii) **to use and disclose your User Content for other uses** identified in our Privacy Policy. You represent and warrant you have to right to grant these rights and licenses. Without such rights and licenses, you acknowledge that we will not be able to provide the Services to you and that you will no longer be able to access or use the Services.

Gong AI platform

Section 1 «Gong Services»

Provision and Access.

The Services are provided on a subscription basis for the applicable subscription term. Gong hereby grants to Customer a non-exclusive, non-transferable, worldwide right during the subscription term **to access and use the Services solely for Customer's internal business purposes and pursuant to the Documentation**.

Section 2 «Proprietary rights and licenses»

Reservation of Rights.

Subject to the limited rights expressly granted hereunder, Gong and its Affiliates and licensors reserve all of their right, title and interest in and to the Services, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

Customer Data; License by Customer to Gong.

"Customer Data" means electronic data and information (including data sets, compilations, or aggregations of the foregoing) submitted by or for Customer to the Services or collected and processed by or for Customer using the Services. Customer grants Gong a non-exclusive, worldwide, limited term, royalty-free right **to host, use, copy, transmit and display Customer Data as appropriate for Gong to provide and ensure proper operation of the Services in accordance with this Agreement**, including to provide insights, recommendations and value analysis to optimize Customer's use of the Services. Subject to the limited licenses granted herein, Gong acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data.

Feedback.

Customer grants to Gong and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license **to use, distribute, disclose, and make and incorporate into its services any suggestion,** enhancement request, recommendation, correction or other feedback provided by Customer or Permitted Users relating to the operation of Gong's or its Affiliates' services.