AGT Terms of Service

Valid from December 20, 2023

The following terms and conditions apply to the registration for, access to, and use of the **memoQ Adaptive Generative Translation** solution (hereinafter "memoQ AGT").

I. Provider details

1. **Registered details of provider**
   The provider of memoQ AGT is memoQ (hereinafter referred to as "we" or "memoQ"), the developer of the memoQ Translation Management System ("memoQ TMS"). The incorporation details of memoQ are as follows:
   memoQ Translation Technologies Ltd.
   registered seat: Rákóczi út 70-72. II. em., Budapest, 1074 Hungary
   registry court: Fővárosi Törvényszék Cégbírósága (Company Registry Court of the Court of Budapest)
   registry number: Cg. 01-10-140071
   tax number: 25429356-2-42
   EU VAT ID: HU25429356
   contact point: sales@memoq.com
   data protection contact address: data.protection@memoq.com
   website address: https://www.memoq.com

2. **Availability of the terms in force**
   The present AGT Terms of Service and memoQ's General Terms of Service, as they are in force at any given time, are published on our website (https://www.memoq.com/legal), in a form that can at all times be retrieved, printed, and copied. In addition, in an e-mail sent to the customer support address (support@memoq.com), customers may request an electronic copy of the terms they require.

II. Description of memoQ AGT

3. **The concept behind memoQ AGT**
   memoQ AGT is a patent-pending generative AI-based translation automation solution, a software method performing domain-adapted machine translation by combining the in-context learning ability of large language models ("LLMs") with the text retrieval functionality of a translation management system ("TMS"). It builds on memoQ's existing technologies which allow users to add content to memoQ TMS resources in large amounts and in a wide variety of formats and make them ready for reuse instantly. Using the generative power of an LLM, memoQ AGT creates translations tailored to the customer's existing language resources. It achieves this without retraining or fine-tuning the LLM itself. As a result, both the language data and the control over the translation process remain entirely with the customer.

4. **Large Language Model(s) relied on by memoQ AGT**
   memoQ AGT currently uses Microsoft's Azure OpenAI, a limited-access enterprise service, offering the security capabilities of Microsoft Azure while running the same powerful generative language models as OpenAI. However, memoQ reserves the right to replace, with prior notice, the LLM service(s) that memoQ AGT relies on. For example, memoQ may involve additional LLM service providers, or the terminate the use of a particular LLM service behind memoQ AGT.

III. Scope and applicability of the present terms

5. **Interconnections between memoQ TMS and AGT; scope of present terms**
   As memoQ AGT is integrated with, and only usable through, memoQ TMS, in the form of a machine translation plugin, many elements of the actual translation process relying on the memoQ AGT solution shall be governed by memoQ's General Terms of Service and memoQ's Software End-User License Agreement. The present AGT Terms of Service shall only apply to customers' access to, and use of, the memoQ AGT solution enabling the operation of the relevant plugin.

6. **Applicability**
   When registering for memoQ AGT, customers acknowledge that they have read, understood and accepted the present Terms of Service. By doing so, customers represent and warrant that they have the necessary authority or permission to accept the present terms, either as private individuals or on behalf of an organization. Therefore, once a customer signs up for memoQ AGT, the present terms shall be applicable to all aspects of that customer's access to, and use of, memoQ AGT.

7. **No third-party rights**
   The customer shall have no right to assign the benefit of their access to memoQ AGT to any third parties without memoQ's prior written consent. Access to memoQ AGT does not create or, in any other way, imply any third-party rights, and it is not intended to do so either. No third party shall have any right to enforce, or rely on, any provision of the present terms, which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The parties expressly exclude the application of any legislation that give, or confer on, third parties any contractual or other rights.

IV. Current limitations of memoQ AGT

8. **Limited functionality**
   memoQ AGT is currently in an introductory and experimental phase, with certain limitations to its functionality. In particular, limitations may apply to the quantity of tokens (that is, words or chunks of characters processed by the LLM) that may be sent for translation by a given customer, or to the speed of processing, by the LLM, such tokens.

9. **Limited accessibility and waiting list**
   From memoQ AGT's above-mentioned integration with memoQ TMS, it inherently follows that access to memoQ AGT is limited to memoQ TMS customers. Furthermore, even within that circle, memoQ may limit the access to memoQ AGT to select customers, given the introductory nature of the service. Interested customers are required to sign up for a waiting list. memoQ reserves the right to decide, entirely at its own discretion, which customers to allow access to memoQ AGT, and if so, when and to what extent. memoQ also reserves the right to limit or withdraw already granted access and/or allocated usage quotas without any prior notice.

V. Pricing

10. **Free-of-charge test phase, subject to potential modification**
    In the introductory phase, also in the light of its current limitations mentioned above, memoQ AGT will be provided free of charge to customers whom memoQ will grant access to it. However, memoQ reserves the right to turn memoQ AGT into a paid service without prior notice and to limit or withdraw previously granted free access to it.

VI. Conditions of use

11. **Business-only solution**
    As also stated in our General Terms of Service, memoQ customers are predominantly individuals or organizations that use our services as part of, in relation to, or to the direct

benefit of their profession, trade, or business activity. Accordingly, users of memoQ AGT acknowledge and accept that consumer protection laws do not apply thereto.

12. **Lawful and compliant use**
memoQ AGT shall not be used in any way that violates the codes of conduct, the acceptable use policies or any other similar requirements formulated by the providers of the underlying LLMs. Users of memoQ AGT are expected to familiarize themselves with the above-mentioned requirements of those LLM providers that memoQ AGT relies on (the providers in question are listed in section 4 above). By using memoQ AGT, customers represent and warrant that they are aware of, and shall comply with, all the relevant requirements. Nor shall customers use memoQ AGT in breach of any applicable law or regulation, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA) – memoQ AGT is not tailored to comply with such industry-specific requirements as these. Obligations regarding memoQ TMS's lawful use, stipulated in our General Terms of Service, shall apply, to the maximum extent they are applicable, to memoQ AGT. Customers shall bear exclusive and entire responsibility for their use of memoQ AGT and for a potential breach of any applicable law or other requirement.
For our customers' ease of reference, it is noted here that information about the acceptable use of Microsoft Azure OpenAI, including among others the requirement to implement meaningful human oversight, is available at the following websites:
https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct and
https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all.
However, the above information provided by memoQ about an LLM provider's policies shall not be construed as an exhaustive list of the applicable requirements, and memoQ customers shall remain exclusively responsible for gathering all the information about requirements applicable to the use of a given LLM.

13. **No high-risk use**
Limitations of the use of memoQ TMS in the context of high-risk activities, as stipulated in our General Terms of Service, shall apply, to the maximum possible extent, to memoQ AGT.

14. **No reverse engineering, derived products, redistribution, repackaging or competition**
Chapter VII of our General Terms of Service prohibiting reverse engineering, derived products, redistribution, repackaging or competition, shall apply to the use of memoQ AGT to the maximum possible extent. In particular, customers may not attempt to gain unauthorized access to components of memoQ AGT other than through their own user interface, and may not attempt to access underlying system components or gain access to data of other users or of memoQ.

VII. Limitations of warranties and liability

15. **Limitations of warranties**
memoQ AGT is provided "as is", "as available" and "with all faults". memoQ expressly disclaims all warranties of any kind or nature, whether express, implied, statutory or otherwise, including, but not limited to, any warranties of fitness for a particular purpose, conduciveness to a particular quality, or the absence of any defects therein, whether latent or patent.

16. **Exclusion of service level guarantees**
memoQ does not guarantee the availability of memoQ AGT at any specific time, or that memoQ AGT would be able to process a specific information. Nor do we guarantee the availability of specific quotas to customers, even if such quotas are indicated on their user interfaces. In a similar vein, no speed is guaranteed for the processing of tokens.

17. **Limitation of liability**
To the maximum extent permitted by law, memoQ shall not be liable for any special, incidental, punitive or consequential damages, or any lost profits, loss of use, loss of data or loss of goodwill, or the costs of procuring substitute products, arising out of or in connection with these terms or the use or performance of memoQ AGT, whether such liability arises from any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability or any other cause of action or theory of liability. In no event will memoQ's total cumulative liability under or arising out of these terms exceed ten US dollars. The nature of the liability or the number of claims or suits shall not enlarge or extend this limit. These exclusions and limitations of liability shall apply even if memoQ has been advised of the possibility of such damages, and regardless of whether a remedy fails its essential purpose. These exclusions and limitations of liability form an essential basis of the legal relationship between the parties.

18. **Indemnity**
Customers shall indemnify memoQ against any loss, damage, expense or obligation incurred by memoQ due to, or in connection with, liability claims arising from the respective customers' use of memoQ AGT, and shall exonerate memoQ from paying any related expense, in particular if a customer violated the conditions of use set out in Chapter VI above.

VIII. Data access and use

19. **Access to customer data by the LLM provider**
Customers acknowledge that the data they send for processing through the memoQ AGT plugin may be shared with LLM provider(s) behind the memoQ AGT solution. As regards such data processing, memoQ's General Terms of Service shall apply to the maximum possible extent, in particular sections 65, 78 and 118. Accordingly, customers shall be fully responsible for the processed data, they shall ascertain that such processing is legitimate and, when using memoQ AGT, the terms and conditions and the privacy policies of the LLM providers shall also apply. By using memoQ AGT, customers represent and warrant that they are aware of, and shall comply with the relevant terms and policies.
For our customers' ease of reference, it is noted here that information as regards data access and use by Microsoft Azure OpenAI is available on the following website: https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy.
According to that information, Azure OpenAI stores and processes data to provide the service and to monitor for uses that violate the applicable product terms. As part of providing the Azure OpenAI service, Microsoft will temporarily store customer data submitted to the service, as well as output content, solely for debugging and to monitor for and prevent abusive or harmful uses or outputs of the service. Authorized Microsoft employees may review such data that has triggered Microsoft's automated systems to investigate and verify potential abuse. For customers who have deployed Azure OpenAI service in the European Economic Area, the authorized Microsoft employees will be located in the European Economic Area.
The above information provided by memoQ about an LLM provider's policies shall not be construed as an exhaustive list of the applicable provisions, and memoQ customers shall remain exclusively responsible for gathering all the relevant information.

20. **Data security, no training of the LLM**
According to information available on the website mentioned in the section above, the Azure OpenAI service is fully controlled by Microsoft; Microsoft hosts the OpenAI models in Microsoft's Azure environment and the Azure OpenAI service does not interact with any services operated by OpenAI (e.g. ChatGPT, or the OpenAI API). Customers' prompts (inputs) and completions (outputs) shall not be available to other customers nor to OpenAI, shall not be used to improve OpenAI models or any Microsoft or third-party products or

services. The Azure OpenAI LLM model underlying memoQ AGT shall not use customer data submitted to the service or output content to train, retrain or improve the Azure OpenAI foundation models. The LLM relied on by memoQ AGT is stateless: no prompts or generations are stored therein.

21. **Use of data for service improvement**
memoQ may request that the customer allow access to data, including prompts (inputs) and completions (outputs), processed through memoQ AGT, when such data are necessary to resolve an issue or fix a programming error in the service. Such data may only be used with the customer's prior consent and must not be used for any other purpose.

22. **Use of customer identification data for communication and business analytics**
By signing up to memoQ AGT, customers acknowledge that memoQ needs to use their identification and contact data (whether personal or not) to reach out to them as necessary for the purposes of providing the memoQ AGT and TMS services. They also acknowledge that memoQ has a legitimate interest to process the same data for business analytics purposes. Further information about how memoQ processes these data is available in our Privacy Policy.

IX. Miscellaneous terms, governing law and litigation

23. **Termination of the service**
memoQ may discontinue the entire memoQ AGT service any time without giving prior notice or specifying a reason. Customers may stop using memoQ AGT at any time, without specifying a reason, and may request the termination of their memoQ AGT access by sending a notice to sales@memoq.com.

24. **Amendment of the present Terms**
memoQ expressly reserves the right to modify these Terms of Service at any time at its own discretion. memoQ will make commercially reasonable efforts to notify customers about any substantial changes to the terms by posting new Terms on its webpage and/or sending customers an e-mail regarding such changes. Such changes will take effect seven days after such notice was provided by any of the aforementioned methods. Otherwise, all other changes are effective as of the stated "valid from" date and customers' continued use of the service after that date will constitute acceptance of, and agreement to be bound by, those changes. Should the terms be amended to comply with any legal requirements, such amendments may take effect immediately and without prior notice, as may be required by law.

25. **Severability**
If any provision of the present Terms of Service is declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, said provision shall be severed from these Terms, while all other provisions shall remain in full force and effect.

26. **Governing law, litigation and language**
The present Terms of Service, as well as issues not covered herein or in memoQ's General Terms of Service, are governed by the laws of Hungary. Any dispute regarding these Terms of Service that the parties cannot settle amicably shall be decided by a competent ordinary court of law of Hungary. The governing language of the Terms of Service is English.