

## **MICROSOFT FOR STARTUPS FOUNDERS HUB AI ASSISTANT SUPPLEMENTAL TERMS ("Supplemental Terms")**

Microsoft for Startups Founders Hub AI Assistant ("AI Assistant") includes preview, beta, or other pre-release features, services, software, or regions offered by Microsoft.

**AI ASSISTANT IS PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," AND IS EXCLUDED FROM THE MICROSOFT FOR STARTUPS PROGRAM AGREEMENT, SERVICE LEVEL AGREEMENTS AND LIMITED WARRANTIES. BY USING AI ASSISTANT, YOU AGREE YOUR DATA MAY BE STORED AND PROCESSED OUTSIDE OF YOUR GEOGRAPHIC REGION, COMPLIANCE BOUNDARY, OR NATIONAL CLOUD INSTANCE.**

As a user of AI Assistant, you have the right to use AI Assistant while it is in private preview but Microsoft reserves the right to deprecate any or all AI Assistant functionality including if we decide not to release a General Availability ("GA") version. We may choose not to release AI Assistant into GA. We may change or update AI Assistant during or after this private preview period (including its functionality, user interface, user experience, or any combination of these or other aspects).

AI Assistant may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Microsoft Privacy Statement (<https://go.microsoft.com/fwlink/?LinkId=521839>), Microsoft Trust Center (<https://go.microsoft.com/fwlink/?linkid=2179910>), the Product Terms (<https://go.microsoft.com/fwlink/?linkid=2173816>), the Microsoft Products and Services Data Protection Addendum ("DPA") (<https://go.microsoft.com/fwlink/?linkid=2153219>), and any additional notices provided with AI Assistant. The following terms in the DPA do not apply to AI Assistant unless otherwise specified: Data Security and HIPAA Business Associate. You should not use AI Assistant to process Personal Data or other data that is subject to heightened legal or regulatory requirements.

These Supplemental Terms do not supersede any other agreement between you and Microsoft, such as any commercial license agreement, the Microsoft for Startups Program Agreement and the Product Terms (<https://go.microsoft.com/fwlink/?linkid=2173816>), that govern your use of Online Services and Founders Hub. If these Supplemental Terms conflict with any other agreement between you and Microsoft, these Supplemental Terms control but only for AI Assistant.

### **AZURE OPENAI-POWERED PREVIEW**

AI Assistant and other generative AI features are powered by the Azure OpenAI Service, as described in the Product Terms (these features, together with the Azure OpenAI Service powering them, are collectively referred to as the "AOAI Features").

Microsoft may provide technical documentation online regarding the appropriate operation applicable to AI Assistant, which Microsoft may update from time to time. You must review this documentation and use AI Assistant in accordance with such documentation.

### **USE LIMITATIONS**

You may use AI Assistant only in accordance with the Microsoft for Startups Program Agreement, the Product Terms governing your use of the Online Services, applicable product documentation, and these Supplemental Terms.

In addition to Microsoft's right to discontinue access to and use of AI Assistant when you no longer meet Microsoft's eligibility and use criteria, Microsoft may suspend or terminate your access to AI Assistant for non-compliance with any of the terms in these Supplemental Terms without advance notice but only to the extent reasonably necessary under the circumstances. Moreover, Microsoft may also throttle or suspend your use of AI Assistant if Microsoft detects excessive or problematic use (e.g., in the event of illegal exploits, excessive bandwidth consumption, your automated usage of AI Assistant exceeds the reasonable expected usage of a user's manual use, etc.).

**Product documentation.** Microsoft may limit your access to or use of AI Assistant if Microsoft has a reasonable basis to believe that the Output Content or Customer's use of AI Assistant is inconsistent with the requirements in these Supplemental Terms, the product documentation for AI Assistant, or the Azure OpenAI Service, as updated from time to time. "Output Content" means any data or content output to Customer by AI Assistant or the AOAI Features.

**Acceptable uses.** Microsoft may limit your access to or use of AI Assistant if Microsoft has a reasonable basis to believe that the Output Content or your use of AI Assistant violates the Acceptable Use Policy for Online Services. You will not use, and will not allow third parties to use, AI Assistant or Output Content to create, train, or improve (directly or indirectly) a similar or competing product or service.

**Limited liability.** Microsoft's maximum liability for AI Assistant is limited to direct damages in an amount that will not exceed \$5.

**Reverse engineering.** You may not use AI Assistant or the AOAI Features to discover any underlying components of the models, algorithms, or systems, such as exfiltrating the weights of models.

**Extracting data.** You may not use web scraping, web harvesting, or web data extraction methods to extract data from AI Assistant or from Output Content.

## **OWNERSHIP OF OUTPUT AND THIRD-PARTY CLAIMS**

**Ownership of Output.** Microsoft does not claim ownership of the Output Content of the Azure OpenAI Service or AI Assistant. You will need to make your own determination regarding the intellectual property rights you have in Output Content and its commercial usability, taking into account, among other things, your usage scenario(s) and the laws of the relevant jurisdiction. Microsoft reserves all rights in its intellectual property.

**Third-party claims.** You are responsible for responding to any third-party claims regarding your use of AI Assistant in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to Output Content output during your use of AI Assistant).