

# Questionmark Author Aide Supplementary Terms

These supplementary terms ("Terms") apply only if a Questionmark customer is obtaining a license to use Author Aide (as defined below). Otherwise, these Terms do not apply.

These Terms govern the provision and use of the optional Author Aide software, which offers AI-assisted authoring capabilities in conjunction with the Questionmark software. Any terms and conditions in a purchase order, request for proposal, order acceptance or similar document from Customer are rejected. Customer's use of Author Aide constitutes acceptance of these Terms. These Terms are part of the Agreement (as defined below) if an Order refers to licensing of Author Aide. Any conflict or inconsistency between these Terms and the other parts of the Agreement shall be resolved in favor of these Terms in respect of Author Aide. Capitalized terms used in these Terms without definition have the meanings given to those terms in the Questionmark Standard Terms (as defined below).

**IMPORTANT NOTE:** Customers are responsible for the information provided to Author Aide and use of Output (as defined below). Customers should not provide Author Aide with any Input (as defined below) that is personal data or other data not permitted to provide by its organization. Due to the nature of generative artificial intelligence technologies, Output may contain flaws, bugs, inaccuracies and other defects. Questions and any other Output should be reviewed substantively, and if needed, adjusted by a human to confirm its accuracy, make it appropriate for needs and ensure it is unbiased.

## 1. Definitions

"Agreement" means the terms and conditions applicable to Licensor's provision of the OnDemand Service to Customer, which, in absence of other mutually executed contracts referring to this Addendum shall be the Questionmark OnDemand Service Terms and Conditions at [www.questionmark.com/go/agree-od-tc](http://www.questionmark.com/go/agree-od-tc) ("Questionmark Standard Terms") supplemented by these Terms. In the event of a mutually executed contract (e.g. a master services agreement) between Customer and Licensor for provision of the OnDemand Service, the Agreement consists of that contract plus these Terms.

"Author Aide" is an optional feature that works alongside the OnDemand Service that can be used to generate questions and other content, or assist in reviewing and generating questions and other content, using artificial intelligence and machine learning technologies.

"Content" means the Input and Output.

"Customer" means the legal entity who has entered into the Agreement with Licensor or the user of Author Aide.

"Input" means the data, instructions or prompts provided by the Customer or its users to Author Aide including but not limited to defining what questions or instructions are presented to Author Aide.

"Licensor" means the Questionmark entity which has entered into the Agreement, or Questionmark Computing Limited.

"OnDemand Service" means the software-as-a-service called Questionmark OnDemand or similar provided by Licensor for the creation, delivery, monitoring and reporting of Assessments.

"Order" means a written quotation for Author Aide provided by Licensor to Customer.

"Output" means the questions and other content or review material created by Author Aide.

## **2. License Grant**

- 2.1 Licensor and its licensors exclusively own all right, title and interest in and to Author Aide, including all associated intellectual property rights. Licensor grants Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to use Author Aide, subject to compliance with the terms of the Agreement, including these Terms. The Term of this license to use Author Aide will be defined on the Order.
- 2.2 If Customer is paying a license Fee for use of Author Aide, via an Order, then Customer may use Author Aide as set out in the Order, within any duration and activity limits or credits defined in the Order. If duration or limits or credits specified in the Order are exhausted, then Licensor may suspend access to Author Aide until a supplemental Order is placed to allow further use. Licensor may advise from time to time the activities that consume any activity limits or credits, as well as to adjust activity limits or credits associated with any activity provided that any changes to activity limits or credits associated with any activity shall not apply to any activity occurring prior to the date of the modification. Licensor may make new Author Aide functionality available during the Term, the use of which shall constitute activity and Licensor shall advise the activity limits or credits associated with such new activity.
- 2.3 If Customer is evaluating Author Aide or otherwise using it without having an Order or paying a license Fee, then Licensor may restrict duration, limits or other activity of use and may also terminate Customer access to Author Aide, in each case in Licensor's sole discretion with or without notice.
- 2.4 Customer grants to Licensor a non-exclusive, worldwide, royalty-free license to use, display, transmit and/or translate the Input and Output to provide Author Aide and/or in accordance with the terms of the Agreement, including these Terms.
- 2.5 Licensor's support service level agreement for the OnDemand Service does not apply to Author Aide. Licensor will use commercially reasonable efforts to maintain the availability of Author Aide and to provide good quality technical support for Author Aide.

### 3. Content

- 3.1 Author Aide can be used to generate Output based on the Input provided by Customer. Customer is responsible for ensuring that all Input complies with applicable laws, regulations, and the terms of the Agreement, including these Terms.
- 3.2 As between Licensor and Customer and to the extent permitted by applicable law, Customer owns all Input. Customer is solely responsible for its collection and use of Input. Customer should not submit any Input that includes third party trademarks or other materials protected by third-party intellectual property rights or that contains personal data or other sensitive data.
- 3.3 Licensor cannot guarantee the accuracy of Output and it is Customer's responsibility to evaluate the accuracy of all Output, including through human review. Customer is solely responsible for use of the Output. Due to the nature of generative AI technology, Output may not be unique and may generate the same or similar output for others.
- 3.4 The Output may not be protectable by intellectual property rights and Licensor provides no representation or warranty, express or implied, related to intellectual property rights or other rights in Output. The Agreement provisions with respect to ownership of Customer Data (or similar defined terms) do not apply to Output. As between Licensor and Customer and to the extent permitted by applicable law, Customer owns Output. Licensor hereby assigns to Customer all of Licensor's right, title and interest, if any, in and to Output.
- 3.5 Licensor shall ensure that any third party AI software used to power Author Aide has entered into a commitment with Licensor or an affiliate of Licensor that Input and Output will be kept confidential and not used to train any AI model.

### 4. Acceptable Use

- 4.1 Customer will not and will not allow any other person to: (a) use Author Aide in a way that infringes, misappropriates, or violates any third party rights; (b) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of Author Aide (except to the extent such restrictions are contrary to applicable law); or (c) use Author Aide to make automated decisions that may have detrimental impact on individuals without appropriate human supervision. Customer will make all reasonable efforts to ensure it will not and will not allow any other person to use Author Aide in a manner that violates any technical documentation, usage guidelines or parameters.
- 4.2 If any Output is used to directly or indirectly assess someone's knowledge, skills and attitudes and allocate a score, Customer should ensure that scores are considered one piece of evidence about someone's knowledge, skill and/or attitude. When Output contributes to any decisions about a person (such as whether to hire, promote, dismiss a person or to provide educational or other opportunities), Customer is solely responsible for the fairness, quality and validation of the assessment process and should review all data to ensure the appropriate decision is made. Customer is solely responsible for its use of Author

Aide, including entering and maintaining any of its own Assessment material, validating the Assessment, checking all material, scores and reports.

- 4.3 Customer shall use Author Aide in compliance with all applicable laws and regulations. Customer shall obtain any necessary licenses, consents, or approvals required for its use of Author Aide and the Output.

## 5. No Warranties

- 5.1 AUTHOR AIDE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR USAGE IN TRADE.
- 5.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF AUTHOR AIDE, OR THE INFORMATION, TEXT, AND CONTENT, OR THE USE OF THE CONTENT, INCLUDING WITHOUT LIMITATION, ACCURACY OF THE RESULTS, AVAILABILITY, SUITABILITY, RELIABILITY, OR CONTENT OF ANY INFORMATION PROVIDED TO, THROUGH OR BY AUTHOR AIDE. LICENSOR CANNOT GUARANTEE THAT THE CONTENT WILL NOT BECOME KNOWN OR USED BY THIRD PARTIES OR THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED. LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY FROM THE USE OF AUTHOR AIDE OR ANY ERRORS OR OMISSIONS CONTAINED IN THE CONTENT. DO NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENT FACT-CHECKING.

## 6. Indemnity

- 6.1 Customer will defend, indemnify, and hold harmless Licensor, its affiliates, and each of their personnel, from and against any third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees) arising from or relating to Customer's use of Author Aide, including Content and Licensee's breach of these Terms or violation of applicable law. Any Licensor indemnities in the Agreement do not apply for Author Aide.

## 7. Final Provisions

- 7.1 Customer may provide feedback regarding Author Aide to Licensor ("Feedback"). If Customer provides Feedback, Licensor may use it without restriction or compensation to Customer. Licensor may monitor how Customer uses Author Aide and use that information to improve Author Aide or other products or services and for internal analysis purposes.
- 7.2 Any personal data provided to Licensor by Customer for the purposes of using Author Aide will be processed in accordance with the Agreement and with data protection laws and regulations applicable to Licensor.

- 7.3 The liability provisions and any other commercial terms or allocation of commercial risk set out elsewhere in the Agreement (subject to any exceptions and qualifications therein) apply to any claim under these Terms. The limit of liability set out elsewhere in the Agreement shall constitute the total aggregate limit of liability of Licensor for all claims by Customer and customer affiliates arising out of or related to the Agreement (including these Terms). Notwithstanding the foregoing and to the extent permitted by applicable law, Licensor has no liability with respect to Author Aide or under these Terms in the event Customer is evaluating Author Aide or otherwise using it without having an Order or paying a license Fee.