

ACCEPTANCE OF TERMS OF SERVICE FOR USE OF MICROSOFT FOUNDRY THROUGH THE AMERICAN SCIENCE CLOUD MODEL ACCESS GATEWAY

By registering and accepting access to the resources provided to you through the American Science Cloud (AmSC) Model Access Gateway (MAG) you agree to the following terms of service and understanding regarding the use of these resources.

- 1) These resources are provided free of charge to participants on an AS-IS basis without any representation, guarantee, or warranty of any kind, and solely for the intended purpose of performing outlined activities in support of the Genesis Mission. The terms and conditions related to any agreements for participation in the Genesis Mission (i.e. funding agreements, bridge agreements, 3710 agreements and subcontracts) also apply to the use of these resources. THIS DISCLAIMER INCLUDES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.
- 2) Parties are free to accept or reject these resources and services.
- 3) Neither the United States Government nor any agency or contractor thereof, nor Battelle Memorial Institute, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof, or any DOE Laboratory Contractor or their respective parents and affiliates including but not limited to, Battelle Memorial Institute, Regents of the University of California, Trustees of the University of Tennessee.
- 4) The recipient agrees that these resources will be used solely for their intended purpose and acknowledges their agreement that they will not use these materials in any other project or capacity. No right is provided and the recipient agrees not to engage in any activity that would damage, dilute or restrain any capability provided under this agreement. This includes but is not limited to engaging in unauthorized or unlawful conduct, reverse engineering of provided resources, further sharing or dissemination of provided resources.
- 5) These resources are provided under the discretion and direction of the various providers consistent with the respective contractual arrangements with various laboratory contractors. The respective providers reserve rights not expressly stated in those contractual agreements.
- 6) Each of the various providers of resources through this gateway provide their own terms related to the terms of their services.

- a. In the case of resources provided by Microsoft Azure; Microsoft acknowledges that your prompts (inputs) , your embeddings, and your training data:
 - i. are NOT available to other users
 - ii. are NOT available to OpenAI or other providers of Models sold by Azure
 - iii. are NOT used by providers of Models sold by Azure to improve their models or services
 - iv. are NOT used to train any generative AI foundation models without permission or instruction
 - v. Customer Data, Prompts, and Completions are not used to improve Microsoft or third-party products or services without explicit permission or instruction
 - vi. Customer specific fine-tuned models sold by Azure are available exclusively for Customer use.
 - vii. Foundry is an Azure service: Microsoft hosts the Models sold by Azure in Microsoft's Azure environment and models sold by Azure do NOT interact with any services operated by providers of Model sold by Azure, for example OpenAI (e.g. ChatGPT, or the OpenAI API).

The platform providing AI capabilities to the AmSC Model Access Gateway is Microsoft Foundry. A full description of Microsoft Foundry's data handling policy can be found here:

<https://learn.microsoft.com/en-us/azure/foundry/responsible-ai/openai/dataprivacy?tabs=azure-portal>.