This product contains artificial intelligence features, including features branded as Sana Agents, Knowledge Assistant or Assistant Platform (hereinafter referred to as "**Sana Agents**"). The purchase and use of Sana Agents is, in addition to the terms of the MSA, governed by the specific terms established herein ("**Product Terms**").

1 Definitions

The definitions set forth in the MSA are hereby incorporated by reference and shall apply to these Product Terms. In the event of any inconsistency between the definitions in the MSA and those in these Product Terms, the definitions in the MSA shall prevail unless expressly stated otherwise herein.

For the purpose of these product terms for Sana Agents, the following definitions apply:

"**Input**" means any data, content, or information uploaded, submitted, or otherwise provided by the user to Sana Agents. This includes text, files, commands, or any other forms of data that the User inputs into the platform for processing or analysis. The Subscriber is responsible for ensuring that the Input complies with all applicable laws and does not infringe on any third-party rights.

"**Output**" means the output generated and returned, if any, by the Services based on the Input provided by the Subscriber or its Users during the use of the Services;

Input and Output are Subscriber Data (as defined in the MSA) and all rights and obligations relating to Subscriber Data pursuant to the MSA shall apply *mutatis mutandis* to Input and Output.

2 Acceptable Use

Sana Agents contains features that use generative AI technology that may be provided by one or more third-parties as listed in the Policies and DPA. Subscriber must use Sana Agents in accordance with the [Acceptable Use Policy](#) and the [Sana Agents Code of Conduct](#). Without limiting its other remedies, Sana may limit Subscriber's access to or use of a Sana Agents Service if Sana has a reasonable basis to believe that the Output or Subscriber's use of a Sana Agents Service or Output violates the Acceptable Use Policy or the Sana Agents Code of Conduct.

3 Sana Agents Use by Affiliates

Notwithstanding anything to the contrary in the MSA, Subscriber may not use the Services for the benefit of its Affiliates nor may Subscriber permit its Affiliates to use the Services, unless expressly provided otherwise on the Service Order Form.

4   **Reservations of rights, warranties and licenses**

4.1   Sana retains all ownership and rights to Sana Agents.

4.2   As between the Parties and to the extent permitted by applicable law, Subscriber retains all Intellectual Property Rights to the Input and owns all Output. Sana shall not own any right to any derivative works created from Output.

4.3   Output is Subscriber Data and Subscriber therefore assumes all responsibility for such Output. Sana disclaims any warranties regarding the accuracy, completeness, or reliability of the Outputs. The representation and warranty by Subscriber pursuant to the MSA that Subscriber owns or has the right to upload the Subscriber Data to the Services and that such use does not violate or infringe on any rights of any third-party, shall include the obligation to verify that using or distributing any Output created during the use of the Services does not infringe in any third-party's rights. This includes the obligation to evaluate the Output for accuracy and appropriateness for Subscriber's use case, including by utilizing human review, ensuring compliance with applicable laws and validation before reliance or implementation.

4.4   To the extent Sana would be considered under applicable laws and governmental regulations to hold any rights, ownership, and interests to the Output, Sana grants Subscriber all such rights, ownership, and interests to the Output, if any. Subscriber can use the Output (in whole or in part) for any purpose, including commercial purposes such as sale or publication, as well as to modify the Output, pursuant to compliance with the Agreement, the Policies and applicable laws and governmental regulations.

5   **Similarity of Output**

5.1   Subscriber acknowledges that due to the nature of Sana Agents and artificial intelligence generally, Output may not be unique and other users may receive similar content from our Services.

5.2   Responses that are requested by and generated for other subscribers are not considered Output owned by the Subscriber. Sana's assignment of Output above does not extend to other users' output or any content delivered as part of a third party offering.

6   **Training of generative AI models**

6.1   Sana does not use Input, Output or any other Subscriber Data to train, retrain, or improve AI models used within Sana Agents.

6.2   Sana shall ensure that all data used for training and improving AI models is sourced ethically and in compliance with applicable laws.

6.3   Subscriber will not use and will not direct or enable third parties to use, a Sana Agents Service to generate Output for the express purpose of creating synthetic training data to develop or train AI models or systems that have substantially similar functionality to a Sana Agents service, except if expressly permitted in the Agreement.

7   Unlawful discrimination or bias

Sana will take measures required by Sana under applicable law to mitigate the risk of unlawful discrimination or bias in the development, training, deployment, and ongoing use of the Services. Subscriber acknowledges that Sana's ability to address and mitigate discrimination or bias issues may be dependent on the accuracy, representativeness, and quality of the Input provided by Subscriber or used during the training or operation of the Services.

8   Modifications

Except for an update to comply with applicable law, updates to these Product Terms or the Policies will not apply to: (a) Disputes between Subscriber and Sana arising prior to the update; or (b) Service Order Forms signed by Subscriber and Sana (as opposed to an automated ordering page) prior to Sana notifying Subscriber of the update in accordance with the notification requirements under the MSA. However, to the extent an update relates to a Service or feature launched after a Service Order Form is signed it will be effective upon Subscriber's first use of such Service.