



Last updated June 20, 2024

Pinecone Assistant Preview Terms

These Pinecone Assistant Preview Terms (these “*Preview Terms*”), together with the [Master Subscription Agreement](#) (the “*Agreement*”) which is incorporated by reference, contain terms and conditions that govern your access and use of Pinecone Assistant (as defined below) and is a contract between Pinecone Systems, Inc., a Delaware (USA) corporation (“*Pinecone*”), and you or the entity or organization that you represent. Pinecone may modify these Preview Terms from time to time, subject to Section 9 below.

If you are an individual using Assistant for your own purposes: (1) all references to “Customer” are to you and (2) you represent that you are legally permitted and competent to enter into these Preview Terms.

If you are using Assistant on behalf of an entity or organization that you represent: (1) all references to “Customer” are to that entity or organization and (2) you represent that you have full legal right, power and authority to enter into these Preview Terms on behalf of Customer and to bind Customer to the these Preview Terms.

These Preview Terms become binding and effective on Customer upon the earliest of the following: (1) when you enter in an Order with Pinecone directly or through a Reseller or Marketplace for Assistant, (2) when you click on an “Agree” or similar button or box referencing these Preview Terms, or (3) when you access or use Assistant.

1. Definitions. All capitalized terms not defined in these Preview Terms will have the respective meanings assigned to them in the Agreement. For clarity, these Preview Terms are “Supplemental Terms” under the Agreement. As used in these Preview Terms: (a) “*Assistant*” means the Service and associated API (currently branded as “Pinecone Assistant”) powered by Models that allow a Customer’s End User to query content submitted by or on behalf of Customer or its End Users; and (b) “*Model*” means an AI model powering Assistant that is developed, trained or fine-tuned by Pinecone and/or licensed or acquired by Pinecone from a third party.

2. Scope. Assistant is a “Preview Offering” under the Agreement, accordingly: (a) Customer is under no obligation to access or use Assistant; (b) Pinecone may, in its sole discretion and at any time, modify, discontinue and/or terminate Customer’s access to Assistant; (c) Pinecone makes no availability or Support commitments under the Support Policy or otherwise with respect to Assistant; (d) any access or use of Assistant is at Customer’s sole risk; (e) Assistant is not ready for production, is excluded from Security Measures and may contain bugs, errors and defects; and (f) Assistant is not in scope under any BAA outstanding between the Parties.

3. Inputs. Content submitted by or on behalf of Customer or its End Users to Assistant (“*Inputs*”) is Customer Data under the Agreement. Without limiting the foregoing, Customer is responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of Inputs and must: (a) take into account the sensitivity of potential Inputs prior to submission; (b) limit any Personal Information in Inputs in accordance with Applicable Laws and the Agreement, and (c) in no event include HIPAA Information or other Restricted Information in Inputs.

4. Processing. Except as otherwise provided in these Preview Terms, all Inputs will be processed according to the Agreement, including the [DPA](#). As of the date listed above, Assistant leverages Models hosted by Microsoft Azure and AWS. Accordingly, to the extent Inputs contain Personal Information, the “functions” of each of those providers as stated in the Subprocessor List (as defined in the DPA) shall be expanded to include that Model hosting, but solely with respect to Assistant.

5. Outputs. For purposes of these Preview Terms, answers or other results generated by Assistant based on Inputs (“*Outputs*”) are also deemed Customer Data under the Agreement. To the extent Pinecone has ownership rights in Outputs, Pinecone hereby assigns those rights to Customer. Due to the nature of machine learning and the technology powering Assistant, Outputs may not be unique to Customer or its End Users, may contain material inaccuracies, and may not reflect correct, current or complete information. Customer agrees: (a) not to mislead anyone that Output is human generated; (b) not to rely, or encourage others to rely, on any Outputs without independently evaluating their accuracy and

appropriateness of use, including by using human review; (c) not to attempt to generate Outputs that contain Personal Information; and (d) that Outputs do not represent the views of Pinecone, its licensors or service providers.

6. Data Use and Feedback. Customer Data (including Inputs and Outputs) and Feedback may only be used by Pinecone as provided in the Agreement. For the avoidance of doubt, Pinecone will not use Customer Data to train, retrain or fine-tune any Model that Pinecone makes available to other Pinecone customers.

7. Assistant Use Restrictions. Customer shall not, and shall not permit End Users to, use Assistant or any Outputs: (a) to infringe, violate or misappropriate rights of privacy or publicity, or Intellectual Property Rights, of others; (b) to develop data sets, foundation models or other large scale models that compete with Pinecone or Assistant; (c) to reverse engineer, extract, or discover Assistant's data, Models, weights, algorithms, safety features or operation; (d) to make automated decisions; (e) to attempt to comply with legal obligations; and/or (f) in a manner that violates Applicable Laws, the [Acceptable Use Policy](#), or any technical documentation, usage guidelines or parameters. Further, and without limiting the other provisions of these Preview Terms, Customer agrees that it will not use Assistant, or any Inputs or Outputs, in any manner that would violate (or cause Pinecone to be in violation of) the [Azure OpenAI Service Code of Conduct](#).

8. Entire Agreement. These Preview Terms, together with the Agreement, are the complete and exclusive statement of the agreement between the Parties (and supersede all other electronic and written agreements between the Parties governing Customer's access and use of Services) with respect to Customer's access and use of Assistant. In the event any provision of these Preview Terms is deemed to conflict with a provision of the Agreement, the applicable provision of these Preview Terms shall control with respect to Assistant.

9. Changes to Preview Terms. Pinecone may modify these Preview Terms at any time by posting a revised version at <https://www.pinecone.io/legal/supplemental-terms/> or a successor website designated by Pinecone. The revised version will become effective on the day it is published, superseding the prior version. Customer's continued use of Assistant after any such change constitutes Customer's acceptance of any modification to these Preview Terms.