

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
24-421

SAP Number  
\_\_\_\_\_

### Innovation and Technology Department

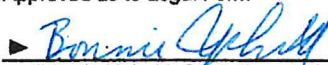
Department Contract Representative Christine Onyango  
Telephone Number 909-388-5943

Contractor OpenAI  
Contractor Representative N/A  
Telephone Number N/A  
Contract Term Upon electronic acceptance and continuing until terminated by either party.

Original Contract Amount Non-financial  
Amendment Amount N/A  
Total Contract Amount Non-financial  
Cost Center N/A

**Briefly describe the general nature of the contract:** Non-financial OpenAI Service Terms Agreement, including non-standard terms, with OpenAI for generative artificial intelligence tools that will enable County departments to leverage cutting edge technology to provide a higher level of service to the public, effective upon electronic acceptance and continuing until terminated by either party.

**FOR COUNTY USE ONLY**

Approved as to Legal Form  Bonnie Uphold, Supv. Deputy County Counsel	Reviewed for Contract Compliance ▶ _____	Reviewed/Approved by Department ▶ _____
Date <u>4/12/2024</u>	Date _____	Date _____

# Service terms

---

## Updated

January 10, 2024

These Service Terms govern your use of the Services. Capitalized terms not defined here will have the meanings in the [Terms of Use](#), [Business Terms](#), or other agreement you have with us governing your use of the Services (“Agreement”). If there is a conflict between the Service Terms and your Agreement, the Service Terms will control. For purposes of these Terms, “Content” includes “Customer Content.”

## 1. API

OpenAI's indemnification obligations to API customers under the Agreement include any third party claim that Customer's use or distribution of Output infringes a third party's intellectual property right. This indemnity does not apply where: (i) Customer or Customer's End Users knew or should have known the Output was infringing or likely to infringe, (ii) Customer or Customer's End Users disabled, ignored, or did not use any relevant citation, filtering or safety features or restrictions provided by OpenAI, (iii) Output was modified, transformed, or used in combination with products or services not provided by or on behalf of OpenAI, (iv) Customer or its End Users did not have the right to use the Input or fine-tuning files to generate the allegedly infringing Output, (v) the claim alleges violation of trademark or related rights based on Customer's or its End Users' use of Output in trade or commerce, and (vi) the allegedly infringing Output is from content from a Third Party Offering.

## 2. Beta Services

This section governs your use of services or features that OpenAI offers on an alpha, preview, early access, or beta basis (“Beta Services”). Beta Services are offered “as-is” to allow testing and evaluation and are excluded from any indemnification obligations OpenAI may have to you.

OpenAI makes no representations or warranties for Beta Services, including any warranty that Beta Services will be generally available, uninterrupted or error-free, or that Content will be secure or not lost or damaged. Except to the extent prohibited by law, OpenAI expressly disclaims all warranties for Beta Services, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

## 3. ChatGPT Enterprise and Team

(a) **Administrators.** ChatGPT Enterprise and Team accounts are managed by End Users with administrative privileges (“Administrators”). Administrators may be able to add, remove and suspend End Users' access to the organization's workspace. In addition, ChatGPT Enterprise Administrators may be able to (a) access, share and remove Content; and (b) access logging and information about End Users' use of ChatGPT Enterprise. Customers are responsible for obtaining and maintaining all necessary consents from End Users to take the actions above and to allow OpenAI to deliver the Services.

(b) **Output indemnity.** OpenAI's indemnification obligations to ChatGPT Enterprise customers under the Agreement include claims that Customer's use or distribution of Output infringes a third party's intellectual property right. This indemnity does not apply where: (i) Customer or Customer's End Users knew or should have known the Output was infringing or likely to infringe, (ii) Customer or Customer's End Users disabled, ignored, or did not use any relevant citation, filtering or safety features or restrictions provided by OpenAI, (iii) Output was modified, transformed, or used in combination with products or services not provided by or on behalf of OpenAI, (iv) Customer or its End Users did not have the right to use the Input or fine-tuning files to generate the allegedly infringing Output, (v) the claim alleges violation of trademark or related rights based on Customer's or its End Users' use of Output in trade or commerce, and (vi) the allegedly infringing Output is from content from a Third Party Offering.

## 4. Codex and Code Generation

Output generated by code generation features of our Services, including [OpenAI Codex](#), may be subject to third party licenses, including, without limitation, open source licenses.

## 5. GPTs

Users can create and share access to their own customized versions of ChatGPT called “GPTs”.

For Builders of GPTs:

- (a) **GPT Content.** The information or content that you upload to or include with your GPT (for example your GPT name, instructions, and description) (“GPT Content”) is your Content. As between you and OpenAI, you are solely responsible for your GPT Content, Actions, and configurations that you use or enable to create your GPT as well as any Output that is based on your GPT Content, Actions, and configurations. You must ensure your GPT complies with the Agreement and our [Usage Policies](#).
- (b) **Distribution and Promotion of GPTs.** By sharing your GPT with others, you grant a nonexclusive, worldwide, irrevocable, royalty-free license: (i) to OpenAI to use, test, store, copy, translate, display, modify, distribute, promote, and otherwise make available to other users all or any part of your GPT (including GPT Content); and (ii) to the extent Output from your GPT includes your GPT Content, to users of your GPT to use, store, copy, display, distribute, prepare derivative works of and otherwise use your GPT Content. You will ensure that all information that you publish about your GPT is, at all times, complete, accurate, and not misleading.
- (c) **Actions.** Any API, website, or service that interacts with a GPT (an “Action”) is subject to our [Plugins and Actions Terms](#) and you are responsible for ensuring that any Action included with your GPT operates in compliance with those terms.
- (d) **Removal.** We may reject or remove any GPT from our Services at any time for any reason without notice to you, such as for legal or security reasons or if your GPT violates our Terms.

For Users of GPTs:

- (a) **Third Party GPTs.** Except where OpenAI is identified as the builder of a GPT, GPTs are created by other users and they may rely on content or third party applications that are not controlled by OpenAI. Use of “GPT” in the name of a GPT created by other users does not imply that OpenAI created, supports or endorses the GPT. Only use GPTs that you know and trust.
- (b) **Abuse Reporting.** You can report GPTs that violate our [Usage Policies](#) using our reporting feature within ChatGPT.
- (c) **Actions.** GPTs may allow you to interact with Actions. Those Actions are subject to our terms for Plugins and Actions below.
- (d) **Changes and Removal.** OpenAI and creators of GPTs can remove GPTs at any time for any reason without prior notice.

## 6. Image Capabilities

Our models can accept images as part of Inputs to the Service (“Image Capabilities”).

- (a) **Not for Medical Advice.** Image Capabilities are not designed or intended to be used as a medical device or to perform any medical function and should not be used as a substitute for professional medical advice, diagnosis, or treatment.
- (b) **Images with People.** You may not use Image Capabilities to assist in identifying a person or to solicit or infer private or sensitive information about a person.

## 7. Plugins and Actions

- (a) **Overview.** Plugins and Actions (together “Plugins”) are features in ChatGPT that allow you to send instructions to and receive information from another application or website (“Application”) while using our Services. Each Plugin is made available by the developer of the Application, which is typically a third party not affiliated with OpenAI. You may take action on an Application through one or more Plugins. For example, you may enable a plugin for a restaurant reservation website to request a reservation via the Services. You are solely responsible for the actions you take using Plugins. You must manually enable each plugin, which allows the applicable Service to access and use the enabled plugin. OpenAI may (but will have no obligation) to review, refuse, or remove Applications from ChatGPT. However, by using Plugins, you may be exposed to Applications or content that you may find offensive, inappropriate or objectionable. You agree that you use Plugins at your own risk. DO NOT ENABLE A PLUGIN UNLESS YOU KNOW AND TRUST THE UNDERLYING APPLICATION AND HAVE REVIEWED ITS TERMS AND PRIVACY POLICY.
- (b) **Plugin Operation and Content.** When you enable a plugin, the Services will send applicable portions of your Content and certain information such as your country and state (“Plugin Data”) via the plugin to the Application. By enabling the plugin, you authorize and instruct us to send your Plugin Data to the applicable Application, which will be handled in accordance with its terms. We are not responsible for Plugin Data after it has been provided to an Application other than Applications owned by us. The Plugin will retrieve information and content from the Application, which may be included in Output you receive from the Services. This information and content included in the Output is not owned by you or OpenAI, and may be subject to the terms of the Application.

## 8. Voice Conversations

Voice conversations is a ChatGPT feature that allows you to speak to our models and have them speak back (“ChatGPT Voice Output”). ChatGPT Voice Output is for non-commercial use only and may not be distributed or repackaged as a standalone audio recording or any other sound file. Any rights in Output assigned to you do not include ChatGPT Voice Output.

[Overview](#)  
[Index](#)  
[GPT-4](#)  
[DALL·E 3](#)

[ChatGPT](#)  
[Overview](#)  
[Team](#)  
[Enterprise](#)  
[Pricing](#)  
[Try ChatGPT](#)

[OpenAI © 2015–2024](#)  
[Terms & policies](#)  
[Privacy policy](#)  
[Brand guidelines](#)

[Back to top](#)

[Overview](#)  
[Pricing](#)  
[Docs](#)

[Company](#)  
[About](#)  
[Blog](#)  
[Careers](#)  
[Charter](#)  
[Security](#)  
[Customer stories](#)  
[Safety](#)

[Social](#)  
[Twitter](#)  
[YouTube](#)  
[GitHub](#)  
[SoundCloud](#)  
[LinkedIn](#)