

1. サービス仕様

(1) 提供機能

本サービスは、生成 AI に関する以下の機能を提供します。なお、本サービスの提供プランの詳細は、別表 1 に記載のとおりとします。

a. LLM（大規模言語モデル）

自然言語の入力情報から文脈を分析し、応答内容を生成する機能を提供します。LLM は契約者間で共用利用となります。

b. RAG（検索拡張生成）

(ア) Embed（埋め込み）

単語、文章などのデータを、意味や特徴を反映した数値のベクトル（数値の配列）に変換する機能を提供します。Embed は契約者間での共用利用となります。

(イ) ストレージ

RAG に用いる契約者データを格納するためのストレージを提供します。ストレージは本サービス内のディスク装置に対し契約者ごとに論理的に割り当てた領域です。ストレージに格納された契約者データのバックアップは実施しません。

c. インターフェイス

本サービスの提供機能へのアクセス・操作するための下記インターフェイスを、契約者ごとに個別に提供します。

インターフェイスを利用するために、契約者は Microsoft Entra ID を用意するものとします。

(ア) WebAPI

LLM や RAG を利用するための API にアクセスするエンドポイントを提供します。

(イ) サンプル WebGUI

WebAPI を呼び出すためのサンプルアプリケーションを提供します。サンプル WebGUI ではチャット機能が利用可能です。サンプル WebGUI は動作保証外になります。

d. セキュリティ機能

以下のセキュリティ機能を提供します。

(ア) IP アドレス制限

インターフェイスにアクセス可能なクライアント IP アドレスを制限する機能を提供します。

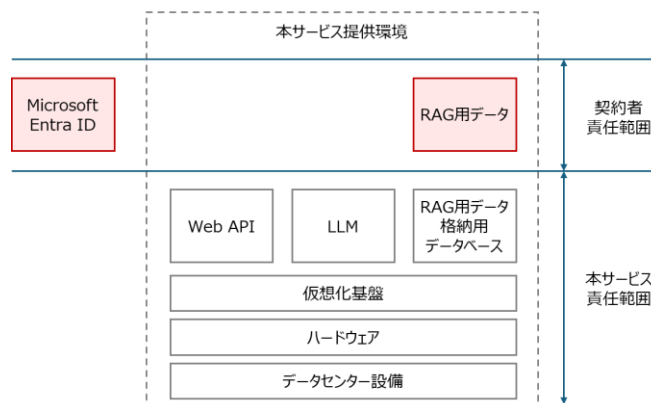
(イ) LLM セキュリティ

LLM に対する攻撃手法の一つで、攻撃者が意図的に不正なプロンプト（指示や質問）を入力し、AI を誤作動させたり、本来意図しない出力を生成させたりする、プロンプトインジェクションを防止するための LLM ガードレール機能を提供します。

(2) 責任分界点

本サービスの利用における当社と契約者の責任分界点は以下のとおりとします。

責任分界点の図示



当社は、本サービスを構成するためのデータセンター設備、ハードウェア、仮想化基盤、WebAPI、LLM、Embed、ストレージおよびサービス運用の管理について責任を負うものとし、それらに対するアップデート等のメンテナンスを実施するものとします。

契約者は、本サービス提供環境内に格納したデータについて一切の責任を負うものとします。また、当該データに対する新規登録、変更、削除などのデータに対する操作については契約者が実施するものとします。

また、契約者は、本サービスを利用するための Microsoft Entra ID の管理について一切の責任を負うものとします。

(3) 制限事項・注意事項

a 本サービスについて

- (ア) 契約者は、本サービスを利用することにより適用される法令（人工知能の開発・利用に関する法令を含む）を遵守して本サービスを利用するものとします。契約者が当該法令を遵守しなかったことに起因して当社が何らかの請求・損害・費用等を被ったときには、契約者は、当該請求・損害・費用等を当社に対し負担し免責するものとします。
- (イ) 当社は、本サービスにおいて提供されるコンテンツ等その他の情報などについて、明示または暗示を問わず、その正確性、完全性、最新性、および品質などについて保証しません。また、更新などにより契約者に不利益が生じた場合であっても、当社は、いかなる責任も負わないものとします。
- (ウ) 本サービスの利用は、日本国内からのアクセスに限るものといたします。
- (エ) 本サービスからの出力結果について、当社は正確性、完全性、有効性、有用性および安全性等を保証しません。契約者は本サービス仕様書に則り本サービスを利用したとしても、ハルシネーションなどの可能性があることをあらかじめ了承するものとします。
- (オ) 本サービスからの出力結果について、公平性を損なう内容が含まれたいた場合においても、当社の見解やポリシーとは一切関わりなく、また、これを代弁するものではありません。
- (カ) 本サービスからの出力結果について、当社は第三者の知的財産権を侵害していないという保証を行うものではありません。
- (キ) 本サービス仕様書に記載のない機能（LLM ファインチューニング機能など）や支援サービス（AI 導入コンサルティングなど）は提供されません。
- (ク) 契約者は、契約者が用意する Microsoft Entra ID を起因とするセキュリティ事故等の解決・回復等の必要な措置を自己の責任のもと実施するものとします。

b 契約者から本サービスに入力する入力データ（RAG 用データ、プロンプト等を含む）について

- (ア) 契約者は、当社が本プラットフォーム上で入力データを使用、提供、保存、処理することについて、正当な権限があること、およびかかる提供等が適用ある法令に違反するものではないことを保証するものとします。契約者は、必要に応じ、自己の責任と費用負担において、入力データに必要な処理（個人データの仮名化・匿名化を含む）を施すものとします。当社は、当該仮名化・匿名化された入力データを再識別することを試みないものとします。
- (イ) 契約者は、入力データの正確性、完全性、有効性、有用性および安全性等について保証しません。ただし、本規約に別段の定めがある場合はその限りではありません。
- (ウ) 契約者は、自己の責任において、サービス提供終了日までに、入力データを削除するものとします。サービス提供終了日までに入力データが削除されていない場合、当社は、契約者の同意なく、入力データを削除することができるものとします。
- (エ) 当社は、入力データを本サービスで提供する LLM の学習およびファインチューニングに利用しないものとします。

c 知的財産について

- (ア) 本サービスの利用に伴い新たに生じた知的財産権（著作権法第 27 条および第 28 条の権利を含む。）は、契約者、当社、または第三者が従前から保有しているものを除き、当該知的財産権に係る知的財産を創作した者に帰属するものとします。
- (イ) 契約者は、本規約に別段の定めがある場合を除き、本サービスの提供は、当社の知的財産権を譲渡、移転、利用許諾するものでないことを確認するものとします。また、当社は、本規約に別段の定めがある場合を除き、契約者による入力データ等の提供は、契約者の知的財産権を譲渡、移転、利用許諾するものでないことを確認するものとします。

- (ウ) 上記(ア)(イ)の定めにかかわらず、当社は、本サービスにおいて契約者から開示されたアイデア、ノウハウ、コンセプト、提案、フィードバック等を、当社等の技術の改善や当社等のビジネスへの活用を含むいかなる目的のためにも、対価の支払いなく、また、地域や期間の制限なく、当社等において自由に利用できるものとします。
- (エ) 本サービスにおいて当社が提供するコンテンツその他の情報（以下「コンテンツ等」という）に係る知的財産権は、当社または当社のサプライヤーである第三者が保有するものとします。契約者は、本サービスの遂行にあたり、当社および第三者の知的財産権を侵害してはならないものとします。また、別途明示的に許可されている場合を除き、または当該制限が適用される法令により明示的に禁止されている場合を除き、契約者は、コンテンツ等を複製、改変、公衆送信、逆コンパイル、逆アセンブル、リバースエンジニアリング等してはならないものとします。なお、第三者のコンテンツ等につき、当該第三者が利用条件を指定している場合は、契約者は、当該条件に従い当該コンテンツ等を利用するものとします。

d EULA(End-User License Agreement)の遵守について

契約者は別紙に記載の Takane の EULA に同意するとともに、これを遵守するものとします。

以 上

別表 1 本サービスの提供プラン一覧

本サービスでは以下の構成を提供します。

a. 基本構成

本サービスで提供する機能を基本構成として提供します。基本構成は契約者単位で1つとなります。

		Takane スタANDARD
LLM (※)		Takane
RAG	Embed (※)	Cohere Embed
	ストレージ	1TB (最大 32TB まで拡張可能)

※1: LLM および Embed については、事前告知の上、最新版に更新される場合があります。

b. ストレージ拡張オプション

基本構成で提供する RAG のストレージの容量を拡張します。

当該拡張オプションにより拡張したストレージ容量を縮退することや、拡張オプション単体での解約はできません。

本サービスの利用終了すると自動的にストレージ拡張オプションも解約（利用終了）となります。

ストレージ拡張オプション	内容
ストレージ拡張(1TB)	RAG のストレージ容量を 1TB 単位で拡張します。

End-User License Agreement

These Terms and Conditions (the “Agreement”) form an agreement between you (“Customer”) and Cohere Inc. (“Cohere”) and govern your access to and use of the Cohere Solution. The Cohere Solution includes our Cohere AI Services, including the Japanese language large language model created by Cohere referred to as Takane (and more fully defined below). The Cohere Solution is available through APIs, all of which are hosted and managed by Fujitsu Limited, a Japanese Corporation (“Fujitsu”) and made available through a website or Fujitsu’s catalog of offerings, as applicable, at Fujitsu Cloud Service Generative AI Platform (the “Fujitsu Services”).

This Agreement is entered into on the earlier of the date Customer: (a) first uses any part of the Cohere Solution; or (b) the date Customer first electronically consents to a version of this Agreement (such date, the “Effective Date”). Cohere and Customer are each referred to as a “Party” and collectively as the “Parties”.

BY USING THE COHERE SOLUTION, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT AND ANY APPLICABLE FUJITSU TERMS, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 13(k) (AMENDMENTS). IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE COHERE SOLUTION. IF CUSTOMER IS USING THE COHERE SOLUTION ON BEHALF OF ANOTHER PERSON, CUSTOMER HEREBY REPRESENTS AND WARRANTS TO COHERE THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH PERSON TO THIS AGREEMENT.

1. Cohere AI Services - Access to Cohere AI Services through APIs

(a) Cohere AI Services – Provision of Cohere AI Services. Subject to Customer’s compliance with the terms and conditions of this Agreement, Cohere will:

- (i) make available the Cohere AI Services; and
- (ii) grant to Customer a revocable, non-exclusive, non-sublicensable, non-transferrable, and limited license to access and use any Cohere Documentation to facilitate Customer’s use of the Cohere AI Services.

(b) Right to Request Fujitsu to Suspend Access. Notwithstanding anything to the contrary in this Agreement, Cohere may request that Fujitsu suspend Customer’s access to any portion or all of the Cohere Solution at its discretion, including if Cohere reasonably suspects that: (i) there is a threat, attack or vulnerability with respect to the Cohere Solution; or (ii) Customer is using the Cohere Solution in a manner contrary to this Agreement. Cohere will use commercially reasonable efforts to notify Customer in writing of such request. Cohere will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur due to such request.

2. Restrictions on Use

Except as otherwise permitted under this Agreement, Customer will not and will not permit any other Person to:

- (a) use the Cohere Solution except in accordance with the Responsible Use Guidelines;
- (b) develop any Customer Offering that: (i) is obscene or pornographic; (ii) infringes on any third party’s Intellectual Property Rights or rights of publicity or privacy; (iii) contains any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data; or (iv) otherwise violates any applicable law;
- (c) use the Cohere Solution in a manner which brings Cohere or any of its trademarks into public disrepute, contempt, scandal or ridicule, adversely affects the reputation or goodwill of Cohere or any of its trademarks, or adversely affects the relationship between Cohere and any of its licensors or other customers;
- (d) use the Cohere Solution for any High Risk Activities;

(e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of Cohere Solution; and

(f) access or use the Cohere Solution (including for clarity, the Cohere AI Services, Cohere Documentation, and Cohere AI Services) or any Output, or develop the Customer Offering, for the purpose of building, or understanding how to build, a substantially similar or competitive product, services or models, including large language models, provided that, without the intention of circumventing the foregoing prohibition, access and use of the Cohere Solution to power a chatbot or to otherwise enable functionality of a Customer Offering would not be competitive with the Cohere Solution.

3. Customer's Use of the Cohere AI Services

(a) Customer Credentials. Customer is responsible for ensuring any login credentials it has been provided for accessing the Cohere AI Services ("Customer Credentials") are kept secure and acknowledges that any disclosure of Customer Credentials to other Persons is at Customer's own risk. Customer acknowledges and agrees that any use of the Cohere AI Services through Customer Credentials by other Persons will be deemed to be use by Customer, and Customer will be responsible for all such use, including any associated Fees.

(b) Customer Responsibilities. Customer is responsible and liable for all uses of the Cohere Solution resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, where appropriate in the circumstances, this may include Customer taking steps to ensure that all individual users of the Cohere Solution are contractually bound to terms and conditions with Customer that are no less restrictive or protective of Cohere's rights than those set forth in this Agreement.

4. Customer Offering Requirements

(a) Responsibility for Integration into Customer Offerings. While Customer may integrate the Cohere AI Services into Customer Offerings, Customer acknowledges and agrees that Customer is solely responsible for such integration and Cohere is not responsible or liable for any failure of such integration or of the Customer Offering. Customer is responsible for use of and payment for Cohere AI Services associated with Customer's account.

(b) Customer's End User Agreement. Customer acknowledges and agrees that Cohere will not be responsible for Customer's relationship with its own partners, customers and other Persons to whom Customer makes available its Customer Offerings. Customer will ensure the Customer Offering includes Customer's own user agreement ("End User Agreement"), which will disclaim any liability on the part of Cohere, its affiliates, and any of their directors, officers, personnel, contractors and agents and, where appropriate, otherwise contains provisions necessary for Customer's compliance with this Agreement. Where appropriate, the End User Agreement will also provide that: (i) End Users are responsible for independently verifying the Outputs made by the Customer Offering and should not rely on the accuracy of such Outputs; and (ii) End Users acknowledge and understand that Outputs come from models that are trained on datasets that may not reflect the most current or up to date information.

5. Intellectual Property; Ownership

(a) Ownership of Cohere Solution. Cohere owns all right, title and interest, including Intellectual Property Rights, in and to the Cohere Solution. The Cohere Solution is made available, and not "sold", to you.

(b) No Ownership. Cohere makes no claim to ownership of Prompts, Outputs, or any incremental improvements, enhancements, or other modifications to the Cohere Solution created as a result of the Cohere Solution having been fine-tuned by or on behalf of Customer.

6. Privacy

Customer understands that Personal Information will be treated in accordance with Cohere's privacy policy located at <https://cohere.com/privacy> or such other place as may be updated by Cohere's from time to time.

7. Fees and Payment

Customer will be responsible for paying to Fujitsu all applicable fees and taxes related to the use of the Cohere Solution, including the Cohere AI Services (the “Fees”). Any failure to pay such Fees may result in the suspension of access to the Cohere Solution and a termination of this Agreement.

8. Confidential Information

(a) Definitions. For the purposes of this Agreement, a Party receiving Confidential Information (as defined below) will be the “Recipient”, the Party disclosing such information will be the “Discloser” and “Confidential Information” of the Discloser means any and all information of the Discloser or any of its licensors that has or will come into the possession or knowledge of the Recipient in connection with or as a result of entering into this Agreement, including information concerning the Discloser’s past, present or future customers, suppliers, technology or business; provided that the Discloser’s Confidential Information does not include, except with respect to Personal Information: (i) information already known or independently developed by the Recipient without access to the Discloser’s Confidential Information; (ii) information that is publicly available through no wrongful act of the Recipient; or (iii) information received by the Recipient from a third party who was free to disclose it without confidentiality obligations.

(b) Confidentiality Covenants. The Recipient hereby agrees that during the Term and at all times thereafter it will not, except to exercise its license rights or perform its obligations under this Agreement:

(i) disclose Confidential Information of the Discloser to any person, except to:

(A) in the case of Customer to its own employee having a “need to know” and that have entered into written agreements no less protective of such Confidential Information than this Agreement, and to such other recipients as the Discloser may approve in writings; or

(B) in the case of Cohere to Cohere’s employees, consultants, agents or affiliates, having a “need to know” and that have entered into written agreements no less protective of such Confidential Information than this Agreement; to such other recipients as the Discloser may approve in writing; and to its subcontractors or contractors to perform the Cohere Solution;

(ii) use Confidential Information of the Discloser; or

(iii) alter or remove from any Confidential Information of the Discloser any proprietary legend.

Each Party will take industry standard precautions to safeguard the other Party’s Confidential Information, which will in any event be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.

(c) Exceptions to Confidentiality. Notwithstanding Section 8(b), the Recipient may disclose the Discloser’s Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; or (ii) to its legal counsel and other professional advisors, if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party’s business.

(d) Return of Confidential Information. Upon the termination or expiration of this Agreement, each Party will promptly return to the other Party or destroy all Confidential Information of the other Party in its possession or control within a reasonable amount of time, in accordance with the Recipient’s data destruction practices. Notwithstanding the foregoing, Cohere may retain any electronically archived Customer’s Confidential Information, provided that such retained information remains subject to the confidentiality obligations in this Agreement.

9. Warranty and Disclaimer; Data Indemnification

(a) GENERAL DISCLAIMER. COHERE DOES NOT WARRANT THAT THE COHERE SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE COHERE SOLUTION. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE COHERE SOLUTION (OR ANY PART THEREOF) AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY COHERE TO CUSTOMER

ARE PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COHERE HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, COHERE EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER, INCLUDING ANY OUTPUTS, IN CONNECTION WITH CUSTOMER'S USE OF THE COHERE SOLUTION OR ANY SERVICES (OR ANY PART THEREOF), IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

(b) AI MODEL DISCLAIMER. CUSTOMER UNDERSTANDS THAT: (I) THE NATURE OF AI MODELS IS NOT INTENDED, AND CANNOT BE, RELIED UPON WITHOUT INDEPENDENT VERIFICATION; AND (II) IT IS NOT COHERE'S RESPONSIBILITY TO VALIDATE AND INSTRUCT CUSTOMER'S END USERS TO VALIDATE THE RESULTS OF THE COHERE AI SERVICES, INCLUDING ALL OUTPUTS, BEFORE RELYING ON SUCH RESULTS AND OUTPUTS, NOR IS IT COHERE'S RESPONSIBILITY TO ENSURE THAT ALL PERSONS THAT RECEIVES SUCH RESULTS AND OUTPUTS UNDERSTANDS SUCH LIMITATIONS.

(c) Customer Data Warranty. Customer represents and warrants that it has obtained all rights, consents, and permissions, and made all requisite disclosures, necessary in respect of the Customer Data (including all Prompts) in connection with access to and use of the Cohere Solution.

(d) Customer Indemnity. Customer will defend, indemnify and hold harmless Cohere, and its officers, directors, employees and agents from and against any claim, suit, proceedings, damages, fees, expenses, damages or other liability arising out of or related to: (i) Customer's breach of its warranty, including the warranty set out in Section 9(c) above, or (ii) Customer's breach of this Agreement or violation of applicable law.

(e) Copyright Assurance.

(i) Subject to paragraph (ii) below, Cohere will defend, indemnify and hold harmless the Customer, and its officers, directors, employees, and agents from and against any fees, expenses, damages, or other liability arising from a claim, suit, or proceeding by a third party alleging that any Output infringes, violates or misappropriates any copyright rights of a third party in the amount of any adverse final judgement or settlement as Customer's sole and exclusive remedy in connection with such claim, suit, or proceeding (“Copyright Assurance”).

(ii) The Copyright Assurance will not apply if:

(A) Customer is late in paying any Fees that have become due and payable;

(B) Customer has breached the terms of this Agreement;

(C) Customer is, in Cohere's reasonable discretion, intentionally making use of the Cohere AI Services to generate Outputs that may infringe, violate or misappropriate the copyright of a third party;

(D) the claim, suit, or proceeding was a result of any finetuning or Modifications of the Cohere AI Services by Customer; or

(E) Customer continues to use the Outputs: (I) if Customer knows or should reasonably know that the Outputs are infringing, misappropriating, or violating the copyright rights of a third party; or (II) notwithstanding having received notice of the Outputs infringing, misappropriating, or violating the copyright rights of a third party.

10. Limitation of Liabilities

Cohere will not be liable for consequential, incidental, special, indirect, or exemplary damages arising out of or related to this Agreement, including without limitation lost profits, business, contracts, revenue, goodwill, production, anticipated savings, or data, and costs of procurement of substitute goods or services, even if advised of the possibility of such damages. Cohere's aggregate liability under this Agreement will not exceed the greater of: (a) the amount

Customer paid for the Cohere AI Services that gave rise to the claim during the 6 months prior to the date the liability arose; or (b) \$500 USD.

11. Term and Termination

(a) **Term.** This Agreement will begin on the Effective Date and will continue until such time as Fujitsu ceases to make the Cohere AI Services available to Customer unless terminated earlier as set forth in this Agreement (the “Term”).

(b) **Right to Request Fujitsu to Suspend or Terminate Access.** In addition and notwithstanding anything to the contrary in this Agreement, Cohere reserves the right to request Fujitsu to terminate or suspend Customer’s access to the Cohere Solution at any time at Cohere’s sole discretion, including if Cohere believes that Customer has violated this Agreement or as required by applicable laws.

(c) **Termination.** Cohere may, in addition to other relief, terminate this Agreement if Customer commits a material breach of this Agreement and fails to correct such breach within 14 calendar days after receipt of notice of such breach. Cohere may in its discretion terminate this Agreement effective immediately upon delivery of notice of termination to Customer if Customer becomes insolvent, ceases to conduct business in the ordinary course, takes any step or proceeding available to Customer for the benefit of insolvent debtors, or is subject to a proceeding for liquidation, dissolution or winding up, or a receiver, receiver-manager, liquidator or trustee in bankruptcy.

(d) **Survival.** The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 3 (Customer’s Use of the Cohere AI Services), Section 5 (Intellectual Property; Ownership), Section 6 (Privacy), Section 7 (Fees and Payment), Section 8 (Confidential Information), Section 9 (Warranty and Disclaimer), Section 10 (Limitation of Liabilities), Section 11(d) (Survival), and Section 13 (General Provisions).

12. Support Services

In addition to resources made available through the Fujitsu Services, Customer may access, but Cohere is not obligated to provide, Cohere’s technical support services in respect of the Cohere Solution via email at: support@cohere.com (“Support Services”). For the avoidance of doubt, the Support Services are not part of the Cohere AI Services.

13. General Provisions

(a) Notices. Notices sent to either Party will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be sent: (i) if to Cohere, either through the Fujitsu Services or to the following address:

171 John Street, Suite 200

Toronto, Ontario M5T 1X3

Email: support@cohere.com with a copy to legal@cohere.com

and (ii) if to Customer, to the current postal or email address identified in Customer’s Fujitsu account or otherwise through the Fujitsu Services. Cohere may change its contact information by posting the new contact information on its website at: <https://cohere.com> or by giving notice thereof to Customer. Customer is solely responsible for keeping its contact information on file with Cohere current at all times during the Term.

(b) Assignment. Customer will not assign this Agreement to any third party without Cohere’s prior written consent. Cohere may assign this Agreement or any rights under this Agreement to any third party without Customer’s consent. This Agreement will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.

(c) Governing Law and Attornment. This Agreement and any action related thereto will be governed by and construed in accordance with, without regard to conflicts of law principles:

(i) if Customer is based in the United States of America, the laws of the State of New York and the federal laws of the United States applicable therein, and the Parties will initiate any lawsuits in connection

with this Agreement in New York City, New York, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein; or

(ii) if Customer is not based in the USA, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Parties will initiate any lawsuits in connection with this Agreement in Toronto, Ontario, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein.

The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This choice of jurisdiction does not prevent Cohere from seeking injunctive relief with respect to a violation of Intellectual Property Rights or confidentiality obligations in any appropriate jurisdiction.

(d) Export Restrictions. Customer will comply with all export laws and regulations that may apply to its access to or use of the Cohere Solution.

(e) Construction. Except as otherwise provided in this Agreement, the Parties' rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

(f) Force Majeure. Neither Party will be liable for delays caused by any event or circumstances beyond that Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving that Party's employees), Internet service failures or delays, or the unavailability or Modification by third parties of telecommunications or hosting infrastructure or third party websites ("Force Majeure").

(g) Severability. Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.

(h) Waiver. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

(i) Independent Contractors. Cohere's relationship to Customer is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and neither Party will represent to any third party that it has, any authority to act on behalf of the other Party.

(j) Entire Agreement. This Agreement, along with any confidential disclosure agreement entered into by the Parties that references this Agreement and all attachments, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral.

(k) Amendments. No amendment, supplement, modification, waiver, or termination of this Agreement and, unless otherwise expressly specified in this Agreement, no consent or approval by any Party, will be binding unless executed in writing by the Party or Parties to be bound thereby. NOTWITHSTANDING THE PRECEDING SENTENCE, COHERE MAY UNILATERALLY AMEND THIS AGREEMENT, IN WHOLE OR IN PART (EACH, AN "AMENDMENT"), BY GIVING CUSTOMER PRIOR NOTICE OF SUCH AMENDMENT OR POSTING NOTICE OF SUCH AMENDMENT ON FUJITSU'S WEBSITE. UNLESS OTHERWISE INDICATED BY COHERE, ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE THE NOTICE OF SUCH AMENDMENT IS PROVIDED TO CUSTOMER OR IS POSTED ON THE FUJITSU WEBSITE (WHICHEVER IS THE EARLIER).

(l) English Language. It is the express wish of the Parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

14. Definitions

As used in this Agreement, the following capitalized words have the meaning set out below:

(a) "AI" means artificial intelligence.

(b) "Takane" means a Japanese language large language model powered by Cohere's AI neural networks for natural language processing.

(c) “APIs” mean application programming interfaces.

(d) “Cohere AI Services” means Cohere’s AI-powered neural networks for natural language processing.

(e) “Cohere Documentation” means any documentation in any form whatsoever, made available by Cohere related to APIs, the Cohere AI Services or Takane.

(f) “Cohere Solution” means: (i) the Cohere AI Services; and (ii) the Cohere Documentation.

(g) “Customer Data” means any data, information, content, records, or files that Customer loads, submits, transmits, or enters into the Cohere AI Services.

(h) “Customer Offering” means Customer’s application that makes use of the Cohere AI Services.

(i) “End User” means Customer’s customers or other end user of the Customer Offering.

(j) “Fees” has the meaning set out in Section 7.

(k) “Fujitsu” has the meaning set out in the preamble.

(l) “Fujitsu Services” has the meaning set out in the preamble.

(m) “High Risk Activities” means activities where the use or failure of the Cohere AI Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

(n) “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(o) “Modifications” means modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations.

(p) “Output” means a result generated by the Cohere AI Services in response to a Prompt.

(q) “Person” means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, governmental authority, unincorporated organization, trust, association or other entity.

(r) “Personal Information” means information about an identifiable individual provided by Customer under this Agreement.

(s) “Prompt” means the submission of text, documents, or other materials into the Cohere AI Services.

(t) “Responsible Use Guidelines” means:

(a) the model cards, available at <https://docs.cohere.com/docs/generation-card>;

(b) the data statement, available at <https://docs.cohere.com/docs/data-statement>; and

(c) the usage guidelines, available at <https://docs.cohere.com/docs/usage-guidelines>, as may be amended from time to time.

(u) “Term” has the meaning set out in Section 11.

附則（2025 年 10 月 1 日）

本規約は、2025 年 10 月 1 日から適用されます。