Dr.Sum Copilot (Technical Preview) Terms of Use

These Dr.Sum Copilot (Technical Preview) Terms of Use ("Terms") define the conditions that apply to Customers ("Customer") who will use the function to generate SQL and Python scripts from natural language to be used with Dr.Sum and Dr.Sum Cloud ("Function") provided by WingArc1st Inc. ("WingArc"). The Customers shall be deemed to have agreed to the Terms upon download of the Function or application to use the Function, whichever comes first. The Terms apply in addition to the terms and conditions that apply to Dr.Sum and Dr.Sum Cloud (Software License Agreement and Dr.Sum Cloud "Terms of Use"; "Original Terms"). For matters not stated in the Terms, the Original Terms shall apply. Furthermore, in the event of any conflict between the Terms and the Original Terms, the contents of the Terms shall take precedence.

Article 1.Application

A contract for the provision of the Function based on the Terms ("Contract") shall be entered into when the Customer downloads the Function, or when the Customers applies for use of the Function via the method specified by WingArc (including applications made through a distributor), and WingArc has accepted such application and notifies the Customer. If WingArc or the distributor does not notify the Customers regarding their application within 10 working days of the Customer's application for the use of the Function, the application shall be deemed to have been rejected.

Article 2. Provision of the Function

1. In accordance with the Contract and the Terms, WingArc shall provide the Function as a Technical Preview to the Customer who has entered into a maintenance service contract or are using Dr.Sum on a trial basis and to the Customers who are using Dr.Sum Cloud under a usage agreement or on a trial basis. The detailed contents of the Function will be stipulated in the Function's instruction manual and specifications provided separately by WingArc.

2. The use of the Function presupposes the use of the Dr.Suor, or Dr.Sum Cloud. Therefore, if the contract for the use of such product or service ends, or if the right to use the such product or service expires, or if the such product cannot be used or the service cannot be provided due to reasons such as discontinuation or suspension of Dr.Sum Cloud, the Function will not be available.

Article 3. Preparation by the Customer

In order to use the Function, the Customer shall prepare an OpenAI environment (including Azure OpenAI Service) that fulfills the conditions specified by WingArc, and shall connect to the Function via a network.

Article 4. Disclaimer

1. This Function is provided by WingArc as a work in progress, WingArc does not guarantee its suitability, accuracy, usefulness, completeness, continuity, and legality for a particular purpose (including completeness and continuity of its linkage with Third-party service), its compatibility with internal regulations of organizations applicable to the Customer, nor that it is free of any security defects, errors, bugs, and that it will not infringe on the rights of any third parties.

2. WingArc may add new features to the Function, change its specifications, or suspend or terminate provision of the Function, without prior notice to the Customer. In addition, should WingArc suspend or terminate provision of the Function, it is the responsibility of the Customer using Dr.Sum to uninstall the Function, delete Customer's data, and change the settings of linked Third-party service ("Configuration Changes"). On the other hand, for the Customer using Dr.Sum Cloud, WingArc shall terminate and uninstall the Function. In either case, WingArc shall not be liable for any damages incurred by the Customer as a result of the change the Configuration Changes.

3. Upon official launch of the Function, WingArc does not guarantee the compatibility of specifications and data provided by the Function should the Customer switch from the Technical Preview to the official version. In addition, the product structure (including but not limited to the product license structure that includes the Function) established by WingArc may change upon official launch of the Function.

4. WingArc shall decide at its own discretion whether or not to respond to any requests from the Customer regarding the Technical Preview environment or any defects found in the Function.

5. The Function shall be provided as a Technical Preview, and WingArc shall not be liable for any damages incurred by the Customer or any third party as a result of using the Function.

6. WingArc shall not respond to inquiries regarding the results of the Customer using the Function. In addition, the Customer acknowledges that the results of the Function may contain false and biased information, and that the Customer is responsible for checking the accuracy and appropriateness of the result themselves.

Article 5. Compliance with Third-Party Services

1. With respect to third-party services (including but not limited to OpenAI operated by OpenAI and Azure Open AI operated by Microsoft) (collectively the "Third-party service") that link with the Function, the terms and conditions separately specified by the provider of the Third-party service (including but not limited to terms of use and data usage policy; "Third-Party Terms") shall apply. The Customer shall comply with the Third-Party Terms of the relevant Third-party service.

2. With respect to Third-party service, WingArc does not guarantee their suitability, accuracy, usefulness, completeness, continuity, and legality for a particular purpose of the Customer, their compatibility with internal regulations of organizations applicable to the Customer, nor that they are free of any security defects, errors, bugs, and that they will not infringe on the rights of any third parties.

Article 6. Handling of Data

1. WingArc may use Customer's data pertaining to the Function without prior approval of the Customer during and after their use of the Function for the following purposes:

(1) Support services and notifications pertaining to the Service; and

(2) Version updates and quality improvements for the Function.

2.WingArc will not use the Customer's data without prior approval of the Customer for purposes other than those listed in the previous paragraph, and will not disclose or divulge the data to third parties.

Article 7. Termination of the Function

If WingArc notifies the Customer of the termination of the provision of the Function, the provision of the Function will shall cease at the time of such notification and the Customer shall cease to use the Function. In the event of such cessation, Customer shall delete the Function at Customer's own cost and responsibility.

Article 8. Revision of Terms

WingArc may change the contents of the Terms at any time. When changing the Terms, WingArc shall inform the Customer of the timing of the change and the contents of the Terms following the change. In this case, the Customer is deemed to have agreed to the change if they continue to use the Function following the change.