

Last Updated: 21 April 2025

Service Terms

These Service Terms are part of Your Terms with Interwave. Any capitalized terms used but not defined in these Service Terms have the meaning set forth in the Terms. In any situation in which there is a conflict between these Service Terms and the Terms, these Services Terms control with respect to features and services governed by these Service Terms.

1. PREVIEW FEATURES

1.1. This section governs Your use of services or features that Interwave offers on a preview, beta, or early access basis (“Preview Features”). Any Feedback related to the Preview Feature may be used to improve the Service.

1.2. Preview Features are offered on an as-is and as-available basis. Your access to or use of Preview Features is at your own risk. To the extent permitted by law, Interwave expressly disclaims all, and You receive no, warranties and conditions of any kind, whether express or implied, including by not limited to, those of merchantability, satisfactory quality, title, fitness for a particular purpose, and non-infringement.

1.3. To the extent allowed by applicable law, Interwave’s liability to You with respect to Preview Features is limited to \$50.00.

1.4. Unless indicated otherwise on these Service Terms, Preview Features will be metered and billed as normal usage of the Service.

1.5. Interwave may materially change Preview Features during the course of the preview and may opt to discontinue Preview Features.

2. DATA STORAGE LOCATION.

2.1. By default, Customer Data is stored in the United States.

2.2. Where supported by our underlying cloud service provider(s) and where otherwise in compliance with applicable laws and regulations, You may request to have your Customer Data stored outside of the United States, and Interwave will use commercially reasonable efforts to support such requests.

2.3. You acknowledge that storing Customer Data outside the United States may affect performance and availability of the Services.

2.4. You further acknowledge that processing of Customer Data will still occur within the United States, the European Union and/or Switzerland.

3. TARGETED SOURCE FEATURES.

3.1. The use of certain services and features either requires You to ingest documents into the AthenaAIService Platform or relies on the AthenaAIService Platform’s ability to target specific exogenous data sources (such as publicly available web sources) (“Targeted Source Features”).

3.2. Documents provided by the authorized user and ingested by the Service are specific to the user ingesting the documents and remain queryable by the authorized user only during that user's session. All such ingested documents are Customer Data.

3.3. Content may contain portions of the Customer Data or portions of data from the exogenous data sources.

3.4. The Targeted Source Features are part of the Basic Service.

4. WEB BROWSING.

4.1. Web browsing is a feature that may be leveraged in various parts of the Service to enhance the user's experience by directly querying the world-wide-web. When the "Web Browsing Feature" is activated by an authorized user, links to relevant URLs will be returned to the user with the Output.

4.2. Interwave engages a Subprocessor, listed on the Subprocessor List, to help provide the web searching aspects of the Web Browsing Feature (the "Web Browsing Subprocessor").

4.3. The Web Browsing Subprocessor processes Customer Data and Content in the United States.

4.4. Content generated from a Web Browsing Feature may contain portions of data from the world-wide-web.