

Analysis of QA using GPT4

Assessment scenario

Q₄ - As a customer, can I share the product or service with third parties?



Manual analysis - 2022

No, as the customer **may neither distribute the product to third parties** nor upgrade parts of the product respectively (section 1.12 Restrictions).

GPT-4-All docs 2024

As a customer, **you are generally not allowed to share the product or service with third parties**. The GitHub Customer Agreement, which governs the use of GitHub's products, grants a nonexclusive and limited license for the customer's internal business purposes and specifies that licenses are non-transferable except as expressly permitted under the agreement or applicable law. Additionally, accounts may not be shared by individuals, and the **customer is restricted from selling, renting, leasing, sublicensing, distributing, or lending any products to others, or hosting products for use by others**. Therefore, sharing the product or service with third parties would likely violate the terms of the agreement.

GPT-4- Chucking 2024

As a customer, **you generally cannot share the product or service with third parties**. The license granted to you is nonexclusive, limited, and non-transferable except as expressly permitted under the agreement or applicable law. Additionally, **end user accounts may not be shared, and you are prohibited from selling, renting, leasing, sublicensing, distributing, or lending the product to others**.

GPT-4- Chucking 2022

As a customer, **you generally cannot share the product or service with third parties**. The license granted to you is nonexclusive, limited, and non-transferable except as expressly permitted under the agreement or applicable law. Additionally, **the agreement explicitly prohibits selling, renting, leasing, sublicensing, distributing, or lending any products to others**. The product is intended for use by the customer and its authorized end users only.

Q_4 - As a customer, can I share the product or service with third parties?



Results

All options get similar answer. Sharing the product or service with third parties would likely violate the terms of the agreement.

Q₅ - As a customer, can I modify the source code of the product or service to my liking ?



Manual analysis - 2022

No, as **the customer may neither** distribute the product to third parties nor **upgrade parts of the product** respectively (section 1.12 Restrictions).

GPT-4-All docs 2024

As a customer, **you cannot modify the source code of the product unless the license agreement or applicable law expressly permits such modifications**. The terms provided in the context (1.1 License grant and 1.12 Restrictions) indicate that the products are licensed with restrictions on transferring, reverse engineering, decompiling, or disassembling the product, which typically includes modifying the source code.

GPT-4- Chucking 2024

No, as a customer, **you cannot modify the source code of the product or service** to your liking. The license agreement, specifically **section 1.12, prohibits activities such as reverse engineering, decompiling, or disassembling the product**, which would be necessary to modify the source code.

GPT-4- Chucking 2022

As a customer, **you cannot modify the source code of the product or service to your liking according to the terms of the GitHub agreement**. Specifically, **section 1.12(a) prohibits reverse engineering, decompiling, or disassembling any product, which would include modifying the source code**. The license granted is nonexclusive and limited, and does not confer ownership or the rights that would typically allow for such modifications.

Q₅ - As a customer, can I modify the source code of the product or service to my liking ?



Results

All options get similar answer. You cannot modify the source code of the product or service to your liking according to the terms of the GitHub agreement. Section 1.12(a) prohibits reverse engineering, decompiling, or disassembling any product, which would include modifying the source code

Q₆ - Can the supplier make modifications to the products or services?



Manual analysis - 2022

Yes, because **GitHub** has the right to make changes to products if they do not materially diminish the functionality of the product.

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Yes, the supplier can make modifications to the products or services. Specifically, in the context of the provided agreement with **GitHub**, section 1.7 titled 'Product changes' states that **GitHub** reserves the right to make changes to the Products, provided that such changes do not materially lessen the Product's functionality. Additionally, section 10.2 titled 'Amendments' allows **GitHub** to require the Customer to accept revised or additional terms before processing a new order, which may include changes to the products or services. **However, any such modifications are subject to the terms of the agreement and may not materially reduce the functionality of the products.**

GPT-4- Chucking 2024

Yes, the supplier (**GitHub**) can make modifications to the products. According to **Section 1.7** of the agreement, **GitHub** has the right to make changes to the Products if such changes do not materially lessen the Product's functionality.

GPT-4- Chucking 2022

Yes, the supplier can make modifications to the products or services. According to the provided context, **GitHub**, as the supplier, has the right to make changes to the products if such changes do not materially lessen the product's functionality. **GitHub** may also introduce new features, supplements, or related software and provide terms or updates to the DPA that apply to the use of those new features. Additionally, **GitHub may modify or terminate services in response to government regulations that present a hardship or conflict with the DPA Terms.** However, the terms of service will not change during the term of a new subscription for that online service, providing some stability for the customer.

Q_6 - Can the supplier make modifications to the products or services?



Results

All options get similar answer. GitHub, as the supplier, has the right to make changes to the products if such changes do not materially lessen the product's functionality

Q₇ - Does the contract provide any protection for confidential customer information?



Manual analysis - 2022

Yes, because confidential information will **only be used for the relationship between both parties** (section 4.3 Protection on Confidential information).

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Yes, the contract provides protection for confidential customer information. The confidentiality sections of the contract outline the definition of confidential information, **the obligations of the parties to protect it, the permitted uses of such information, and the duration of the confidentiality obligations.** Specifically, the contract includes clauses that detail what constitutes confidential information, the steps each party must take to protect it, restrictions on disclosure to third parties, and the handling of personal data in compliance with applicable data protection laws. Additionally, the contract contains provisions for the event of a required disclosure by law and the treatment of residual information.

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Yes, the contract provides protection for confidential customer information. It defines 'Confidential Information,' outlines **the obligations to protect such information, specifies permitted disclosures, and sets the duration of confidentiality obligations.** The contract also includes data protection provisions, technical measures to ensure data security, and clauses related to the defence against third-party claims, which may involve the protection of confidential information.

GPT-4- Chucking 2022

Yes, the contract provides protection for confidential customer information. It includes specific clauses that define what constitutes confidential information, outline the obligations to protect such information, and set forth procedures for lawful disclosure. The contract also contains an addendum that offers additional safeguards and redress mechanisms for data subjects, which indirectly contributes to the protection of customer information. Furthermore, the contract requires compliance with applicable laws and regulations, including those related to data protection, which would encompass the protection of confidential customer information.

Q₇ - Does the contract provide any protection for confidential customer information?



Results

All options get similar answer. 'Confidential Information,' outlines the obligations to protect such information, specifies permitted disclosures, and sets the duration of confidentiality obligations.

Q₈ - Does the customer retain ownership of the data he provides to the supplier?



Manual analysis - 2022

Yes, because the customer retains all rights, title and interest and GitHub may only use the customer's data for what is strictly necessary (Data Protection Document, Nature of Data Processing and Ownership and Processing for GitHub's legitimate business operations sections).

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In most cases, the customer retains ownership of the data they provide to the supplier. However, the specific rights and responsibilities regarding the data are determined by the terms of the contract or agreement between the customer and the supplier. The supplier may have certain **rights to use the data as necessary to provide the services, but these rights are typically limited by the agreement and must comply with applicable data protection laws**. To provide a definitive answer, it would be necessary to review the contractual terms agreed upon by the parties.

GPT-4- Chucking 2024

Yes, the customer retains ownership of the data they provide to the supplier. The terms outlined in the provided context, including the ability to elect for the deletion or return of personal data and the restrictions on the supplier's use of the data, support the conclusion that the customer maintains control and ownership over their data.

GPT-4- Chucking 2022

Yes, the customer retains ownership of the data they provide to the supplier. This is explicitly stated in the GitHub Data Protection Agreement (DPA), which specifies that the **customer retains all right, title, and interest in and to Customer Data**. GitHub, as the supplier, acquires no rights in Customer Data other than the rights the customer grants to GitHub to provide the Online Services.

Q_8 - Does the customer retain ownership of the data he provides to the supplier?



Results

All options get similar answer. The customer retains ownership of the data they provide to the supplier. This is explicitly stated in the GitHub Data Protection Agreement (DPA), which specifies that the customer retains all right, title, and interest in and to Customer Data.

Q₉ - Are the rights of use the supplier receives over the customer's data limited to what is strictly necessary?



Manual analysis - 2022

Yes, because the customer retains all rights, title and interest and **GitHub may only use the customer's data for what is strictly necessary** (Data Protection Document, Nature of Data Processing and Ownership and Processing for GitHub's legitimate business operations sections).

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Yes, the rights of use that GitHub receives over the customer's data are limited to what is strictly necessary for the provision of the contracted services. The GitHub agreement and DPA outline specific terms that restrict GitHub's use of customer data to the agreed-upon purposes, ensuring compliance with applicable data protection laws. For instance, GitHub is obligated to process personal data only in accordance with the customer's instructions and the agreement (Section 1.1, 1.3, 1.4, 1.11, 1.12, 2.B, 2.C, 2.F, 2.G, 3.B, 3.C, 3.D, 3.E, 4.3, 5.1, 6.1, 7.1, 9.1, 9.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, Annex I, Annex II, Annex III, Annex IV). GitHub is also required to implement appropriate technical and organizational measures to protect the confidentiality and integrity of the data (Annex II).

GPT-4- Chucking 2024

Yes, the rights of use that GitHub receives over the customer's data are limited to what is strictly necessary for the provision of services. The terms of the agreement, including license grants, confidentiality obligations, and data protection addendums, all indicate that GitHub's use of customer data is restricted to the scope of providing the licensed products and services and ensuring data security. The agreement is designed to prevent the expansion of rights over the customer's data beyond what is necessary for these purposes.

GPT-4- Chucking 2022

Yes, the rights of use that GitHub receives over the customer's data are limited to what is strictly necessary for the provision of services. The terms of the agreement specify that GitHub will process customer data and personal data only to provide the online services and for GitHub's legitimate business operations incident to the delivery of these services. GitHub is restricted from using personal data for purposes such as user profiling, advertising, data selling, or brokering. The customer retains all rights, title, and interest in and to customer data, and GitHub acquires no rights other than those expressly granted by the customer for the purposes outlined in the agreement. Additionally, the confidentiality and data protection clauses provide safeguards that restrict the processing of personal data to the specific purposes of the transfer and in accordance with the customer's instructions.

Q_9 - Are the rights of use the supplier receives over the customer's data limited to what is strictly necessary?



Results

All options get similar answer. The terms of the agreement specify that GitHub will process customer data and personal data only to provide the online services and for GitHub's legitimate business operations incident to the delivery of these services.

Q₁₀ - Does the provider commit to any security standards or practices regarding customer content?



Manual analysis - 2022

Yes, because GitHub complies with the security standards (data protection document, **Data Security** section).

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Yes, the provider, GitHub, commits to various security standards and practices regarding customer content. Specifically, GitHub implements and maintains technical and organizational measures and security safeguards to protect customer personal data. These measures are detailed in Table 1 of the provided context and include, but are not limited to, data encryption, access controls, data recovery procedures, and incident response processes.

Additionally, GitHub holds several data security certifications, including SOC 1, Type 2; SOC 2, Type 2; and ISO 27001:2013, which demonstrate its adherence to recognized security standards. GitHub's personnel are also obligated to maintain the confidentiality of personal data, and this obligation continues even after their engagement ends.

GPT-4- Chucking 2024

Yes, the provider, GitHub, commits to security standards and practices regarding customer content. GitHub holds data security **certifications** such as **SOC 1, Type 2; SOC 2, Type 2; and ISO 27001:2013**. Additionally, GitHub's personnel are obligated to **maintain the confidentiality of personal data**, and the company has a vendor management program that includes **risk assessments and data protection agreements** with vendors. GitHub also implements and maintains technical and organizational measures for processing customer personal data in accordance with customer instructions and the security commitments in the DPA.

GPT-4- Chucking 2022

Yes, the provider, GitHub, commits to specific security standards and practices regarding customer content. GitHub complies with laws and regulations applicable to its provision of online services and implements appropriate technical and organizational measures to protect customer data. These measures include security breach notification law and data protection requirements. GitHub holds data security certifications such as SOC 1, Type 2, and SOC 2, Type 2, and maintains security safeguards against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to customer data. Additionally, GitHub regularly monitors compliance with these measures and continues to take appropriate steps throughout the term of the GitHub Customer Agreement.

Q₁₀ - Does the provider commit to any security standards or practices regarding customer content?



Results

All options get similar answer. GitHub, commits to security standards and practices regarding customer content. GitHub holds data security certifications such as SOC 1, Type 2; SOC 2, Type 2; and ISO 27001:2013.

Q₁₁ - Are the licenses received by the supplier on the customer's intellectual property limited?



Manual analysis - 2022

Yes, because the customer retains all rights, title and interest and **GitHub may only use the customer's data for what is strictly necessary** (Data Protection Document, Nature of Data Processing and Ownership and Processing for GitHub's legitimate business operations sections).

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We give you the document with all the information ✖

The licenses received by the supplier on the customer's intellectual property are typically limited in nature. These limitations are defined in the terms of the agreement between the customer and the supplier. Common limitations include the license being non-exclusive, meaning the customer can grant similar licenses to other parties; the license being limited to the scope necessary for the supplier to provide the agreed-upon services or products; and the license being revocable, allowing the customer to terminate the license under certain conditions. The duration of the license may also be limited to the term of the agreement. Without specific details from the agreement, it is not possible to provide a definitive answer about the exact limitations of the licenses.

GPT-4- Chucking 2024

Yes, the licenses received by GitHub (the supplier) on the customer's intellectual property are limited. The GitHub Customer Agreement specifies that **GitHub's use of the customer's intellectual property, such as customer content and feedback, is restricted to what is necessary for providing the services and maintaining confidentiality**. GitHub **does not obtain ownership rights over the customer's intellectual property, and any licenses are constrained** to the scope of the services provided under the agreement.

GPT-4- Chucking 2022

We give you the document with all the information ✖

In general, **licenses received by a supplier on a customer's intellectual property are indeed limited**. These limitations are typically defined in the contractual agreement between the customer and the supplier. The license granted is usually nonexclusive, meaning the customer can grant similar licenses to other parties. It is also often limited to certain uses, such as for providing services or integration with the supplier's products, and may be restricted in terms of time, geography, or scope of use. The specific limitations would be detailed in the agreement's terms, and without those details, we can only provide a general overview.

Q₁₁ - Are the licenses received by the supplier on the customer's intellectual property limited?



Results

Two and four do not get the expected response.

GitHub's use of the customer's intellectual property, such as customer content and feedback, is restricted to what is necessary for providing the services and maintaining confidentiality. GitHub does not obtain ownership rights over the customer's intellectual property, and any licenses are constrained to the scope of the services provided under the agreement

Q₁₂ - Does the supplier have to delete personal information after the end of the contract?



Manual analysis - 2022

No, because customer **data is only destroyed at the customer's request and if lawful** (data protection document, Data Retention and Deletion section).

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Yes, typically the supplier is required to delete personal information after the end of the contract. This obligation is usually outlined in the data processing agreement (DPA) or similar contractual documents. Data protection laws such as the GDPR mandate that personal data should not be retained longer than necessary for the purposes for which it was collected or processed. However, the specifics of the deletion obligations can vary depending on the jurisdiction, the nature of the contract, and the terms agreed upon by the parties involved.

GPT-4- Chucking 2024

Yes, the supplier, in this case GitHub, **is obligated to delete or return all Customer Personal Data after the completion of services, unless prohibited by law, in accordance with its retention and deletion policy.**

GPT-4- Chucking 2022

Yes, the supplier (data importer) is required to delete personal information after the end of the contract, unless local laws applicable to the data importer prohibit the deletion. In such cases, the data importer must continue to ensure compliance with the data protection clauses and only process the data to the extent and for as long as required under that local law.



Q₁₂ - Does the supplier have to delete personal information after the end of the contract?



Results

2022

Data Retention and Deletion

Upon Customer's reasonable request, unless prohibited by law, GitHub will return or destroy all Customer Data and Personal Data processed by GitHub on behalf and in accordance with the documented instructions of Customer in connection with the Online Services at all locations where it is stored within 30 days of the request, provided that it is no longer needed for providing the Online Services or the purposes for which a data subject

8. Retention and Deletion.

2024

Following the completion of the Services, to the extent that GitHub is a Processor and unless prohibited by law, GitHub will delete or return all the Customer Personal Data to You, whichever you elect, and delete existing copies in accordance with our retention and deletion policy.

This question differs due to the modification of the agreement in these two years. In the agreements the customer has to give consent for the provider to delete the information. This problem is one of the aspects that we want to address when automating the answers to questions, so that the modification of the context does not affect the flow. Need to have it automated.

GitHub is not automatically required to delete personal information when a contract ends. They need a reasonable request from the customer to do so. Moreover, they must ensure that any retention of personal data post-contract complies with lawful grounds as stipulated by applicable Data Protection Requirements or other laws.

Q₁₃ - Does the supplier indemnify the customer for infringement of third party intellectual property?



Manual analysis - 2022

Yes, because if **GitHub** is unable to resolve a misappropriation claim, it offers customer compensation options (section 6 Third-party claims).

Chat-gpt-4-All docs 2024

Yes, the supplier (**GitHub**) does indemnify the customer for infringement of third-party intellectual property rights. This is detailed in Section 6.1(a) of the agreement, where **GitHub agrees to defend the Customer against any third-party claim** that a Product made available by GitHub and used within the scope of the agreement misappropriated a trade secret or directly infringed a patent, copyright, trademark, or other proprietary right of a third party. The remedies available to GitHub if it cannot resolve a claim include modifying or replacing the Product, terminating the Customer's license, and refunding any license fees paid for any usage period after the termination date.

GPT-4- Chucking 2024

Yes, the supplier (GitHub) does indemnify the customer for infringement of third-party intellectual property rights. According to Section 6.1, **GitHub will defend the customer against third-party claims of intellectual property infringement and will pay any resulting adverse final judgment or approved settlement, subject to certain conditions**. Specifically, Section 6.3(a) states that GitHub will defend the customer against claims that a product made available by GitHub for a fee and used within the scope of the agreement misappropriated a trade secret or directly infringed a patent, copyright, trademark, or other proprietary right of a third party.

GPT-4- Chucking 2022

Yes, the supplier (GitHub) does indemnify the customer for infringement of third-party intellectual property rights. According to **Section 6.1(a) of the provided context, GitHub will defend the customer against any third-party claim** that a product made available by GitHub for a fee and used within the scope of the agreement misappropriated a trade secret or directly infringed a patent, copyright, trademark, or other proprietary right of a third party. If GitHub is unable to resolve a claim of misappropriation or infringement, it may modify or replace the product, or terminate the customer's license and refund any license fees paid for any usage period after the termination date.

Q₁₃ - Does the supplier indemnify the customer for infringement of third party intellectual property?



Results

Yes, all the same, the supplier (GitHub) does indemnify the customer for infringement of third-party intellectual property rights. According to Section 6.1(a) of the provided context, GitHub will defend the customer against any third-party claim.

Q₁₄ - Are the customer's indemnification obligations limited in third party claims?



Manual analysis - 2022

No, since the parties mutually defend each other and **will contribute the amount of any final judgment** (section 6 Third party claims).

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Yes, the customer's indemnification obligations are limited in third-party claims. According to section 6.3 of the provided contract, the described defense and indemnification obligations constitute the parties' sole remedies and entire liability for such claims, subject to the limitations set out in Section 7 ('Limitation of liability'). Additionally, section 7.1(d) outlines exceptions to the limitations on liability, which include the parties' defense obligations. **This indicates that while there are limitations on liability, the indemnification obligations related to defense are not limited by those general caps on liability.**

GPT-4- Chucking 2024



The **customer's indemnification obligations in the event of third-party claims are not explicitly limited** within the indemnification clauses themselves (sections 6.1, 6.2, and 6.3). However, the overall liability of the parties, including indemnification obligations, is subject to the limitations set out in Section 7 of the agreement. Specifically, Section 7.1(d) indicates that **no limitation or exclusions will apply to liability arising out of either party's defence obligations, which suggests that indemnification obligations related to defence might not be limited**. Therefore, while there is a general cap on liability, **the indemnification obligations for defence against third-party claims may not be subject to this cap.**

GPT-4- Chucking 2022

What is it? It is the supplier's cap

Yes, the customer's indemnification obligations are limited in third-party claims. According to the provided clauses, the customer is required to defend and indemnify the other party against certain types of third-party claims, but this obligation is subject to limitations set out in the agreement. Specifically, **the customer's liability is capped at the amount paid for the product during the 12 months before the incident**, and the customer is not liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business. Additionally, the customer's indemnification obligations do not apply to claims for which the customer has already received compensation or where the disclosure did not violate GDPR obligations.

Q_{14} - Are the customer's indemnification obligations limited in third party claims?

Results

With this question the model interprets the context as it wants to

Section 7.1(d) indicates that no limitation or exclusions will apply to liability arising out of either party's defence obligations, which suggests that indemnification obligations related to defence might not be limited. Therefore, while there is a general cap on liability, the indemnification obligations for defence against third-party claims may not be subject to this cap.

Q₁₅ - Is the customer's ability to confront the supplier or any other party limited?



Manual analysis - 2022

No, as no related information appears in the CA.

Chat-gpt-4-All docs 2024

The customer's ability to confront the supplier or any other party may be limited by various clauses in the agreement. Indemnification clauses (6.1, 6.2, 6.3) could require the customer to defend the supplier against certain claims. Limitations of liability (7.1) cap the potential financial recovery from the supplier. Confidentiality obligations (4.1-4.6) restrict the use of confidential information, which could impact the customer's legal strategy. Dispute resolution procedures (10.11) dictate the governing law and venue for legal actions, potentially limiting the customer's choice of jurisdiction. **While the agreement does not explicitly limit the customer's ability to confront, these clauses collectively could impose implicit limitations.**

GPT-4- Chucking 2024

The customer's ability to confront the supplier (GitHub) or any other party is limited in certain respects by the agreement. The limitations are primarily related to the control over defence and settlement of third-party claims, the cap on liability amounts, the exclusion of certain types of damages, and the specified venues for legal action. However, **the agreement does not explicitly prohibit the customer from confronting the supplier or other parties outside of these specified limitations.**

GPT-4- Chucking 2022

The customer's ability to confront the supplier or any other party is limited in several ways according to the agreement. The parties have mutual defense obligations (Sections 6.1, 6.2, and 6.3) and must assist each other in the event of third-party claims, which could limit confrontations between the customer and supplier over such claims. Liability is capped (Section 7.1), restricting the amount the customer can recover in damages. Confidentiality obligations (Sections 4.1 through 4.6) may prevent the customer from using or disclosing certain information in a legal dispute. The applicable law and venue for legal actions are specified (Section 10.11), which could limit the jurisdictions in which the customer can confront the supplier. **However, the agreement does not appear to prevent the customer from confronting the supplier or third parties entirely, but rather sets the framework within which such confrontations must occur.**

Q_{15} - Is the customer's ability to confront the supplier or any other party limited?



Results

The agreement does not explicitly prohibit the customer from confronting the supplier or other parties outside of these specified limitations.

Q₁₆ - Does the supplier have a liability limit of 12 months' quota or higher?



Manual analysis - 2022

Yes, as GitHub will not exceed the amount the customer has paid for the product during the 12 months prior to the incident (section 7.1 (a) Products).

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Yes, the supplier (presumably GitHub, based on the context provided) does have a liability limit of 12 months' quota or higher. According to the agreement clause provided, for products ordered on a subscription basis, the supplier's maximum liability to the customer for any incident giving rise to a claim will not exceed the amount the customer paid for the product during the 12 months before the incident.

GPT-4- Chucking 2024

Yes, the supplier (GitHub) has a liability limit of 12 months' quota. According to section 7.1(a) of the agreement, GitHub's maximum liability to the customer for any incident giving rise to a claim will not exceed the amount the customer paid for the product during the 12 months before the incident.

GPT-4- Chucking 2022

Yes, the supplier (GitHub) has a liability limit of 12 months' quota. According to section 7.1(a) of the agreement, for products ordered on a subscription basis, GitHub's maximum liability to the customer for any incident giving rise to a claim will not exceed the amount the customer paid for the product during the 12 months before the incident.

Q_{16} - Does the supplier have a liability limit of 12 months' quota or higher?



Results

Yes, the supplier (GitHub) has a liability limit of 12 months' quota. According to section 7.1(a) of the agreement.

Q₁₇ - What limits of liability for indirect damages does the supplier have?



Manual analysis - 2022

In response to Q17 we can say that **liability for indirect damages is excluded for both parties (section 7.1 (C) Exclusions).**

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The supplier, GitHub, **has a limitation of liability against consequential damages as outlined in section 7.1(c) of their agreement.** It states that in **no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business;** however, caused or on any theory of liability. This means that GitHub and the customer mutually agree to exclude liability for such damages arising from the agreement.

GPT-4- Chucking 2024

The supplier, in this case, **GitHub, has a limitation of liability against indirect damages as stated in Section 7.1(c) of the agreement. It specifies that neither party will be liable for indirect,** incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, regardless of how they are caused or on any theory of liability.

GPT-4- Chucking 2022

The supplier, GitHub, has limited its liability against consequential damages as stated in section 7.1(c) of the agreement. Specifically, GitHub will not be liable for indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of use, loss of profits, or interruption of business, regardless of the cause or on any theory of liability.

Q₁₇ - What limits of liability for indirect damages does the supplier have?



Results

GitHub, has a limitation of liability against indirect damages as stated in Section 7.1(c) of the agreement. It specifies that neither party will be liable for indirect

Q₁₈ - If the supplier indemnifies for infringement of third party intellectual property, is it exempt from the limit of liability?



Manual analysis - 2022

Yes, as **infringement of IP rights is an exception to limitation of liability** and liability is limited to direct damages respectively (section 7 Limitation of liability).

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Based on the provided context, indemnification for infringement of third-party intellectual property is exempt from the limit of liability. This is explicitly stated in section 7.1(d) of the agreement, which lists exceptions to the limitation of liability clause. **It specifies that no limitation or exclusions will apply to liability arising out of either party's violation of the other party's intellectual property rights.** Therefore, if the supplier indemnifies for infringement of third-party intellectual property, it is not subject to the general financial caps on liability as outlined in the agreement.

GPT-4- Chucking 2024

Yes, the supplier's indemnification for infringement of third party intellectual property is exempt from the limit of liability. This is based on **Section 7.1(d)** of the agreement, which **explicitly states that no limitation or exclusions will apply to liability arising out of either party's violation of the other party's intellectual property rights.** Therefore, even though Section 6.3 mentions that the remedies and liabilities for such claims are subject to the limitations set out in Section 7 ('Limitation of liability'), the specific exemption provided in Section 7.1(d) for intellectual property violations takes precedence over the general limitation of liability.

GPT-4- Chucking 2022

Yes, indemnification for infringement of third party intellectual property is exempt from the limit of liability. According to the 'Exceptions' clause in the provided contractual context, **no limitation or exclusions apply to liability arising out of either party's violation of the other party's intellectual property rights.** This means that if the supplier indemnifies for infringement of third party intellectual property, this indemnification is not capped by the general limit of liability established in the agreement.

Q₁₈ - If the supplier indemnifies for infringement of third party intellectual property, is it exempt from the limit of liability?



Results

This is based on Section 7.1(d) of the agreement, which explicitly states that no limitation or exclusions will apply to liability arising out of either party's violation of the other party's intellectual property rights.

Q₁₉ - Is the customer's liability limited?



Manual analysis - 2022



Yes, as infringement of IP rights is an exception to limitation of liability and **liability is limited to direct damages** respectively (section 7 Limitation of liability).

Chat-gpt-4-All docs 2024

Change in the agreement



Yes, the customer's liability is limited. According to section 7.1 of the agreement, the maximum aggregate liability of each party to the other is limited to direct damages finally awarded and cannot exceed certain amounts. Specifically:

- (a) For Products ordered on a subscription basis, the maximum liability to the **customer** for any incident giving rise to a claim will not exceed the amount the customer paid for the product during the 12 months before the incident.
- (b) For Previews, the maximum liability is limited to US \$500.00.
- (c) There are exclusions where neither party will be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, regardless of the cause or theory of liability.
- (d) There are exceptions to these limitations, which do not apply to liability arising out of either party's confidentiality obligations unrelated to Customer Content, defense obligations, or violation of the other party's intellectual property rights.

GPT-4- Chucking 2024



The customer's liability under the agreement appears to be limited to certain extents, particularly in the context of mutual defence obligations as outlined in Section 6. However, the agreement does not explicitly state a maximum cap on the customer's liability to GitHub in the same way that it caps GitHub's liability to the customer. Instead, the customer's **liability may be inferred to be limited by the responsibilities and obligations they agree to under the terms of the agreement, including defence and indemnification obligations, but without a specified maximum monetary cap.**

GPT-4- Chucking 2022



Yes, the customer's liability is limited under the agreement. According to Section 7.1, the **customer's maximum aggregate liability to GitHub is limited** to direct damages finally awarded and cannot exceed the amount the customer paid for the product **during the 12 months before the** incident for subscription-based products, and is limited to US \$500.00 for Previews. Additionally, there are exclusions for indirect, incidental, special, punitive, or consequential damages, and exceptions where the limitation does not apply, such as for confidentiality obligations unrelated to Customer Content, defense obligations, or violation of the other party's intellectual property rights.



7 Limitation of liability

7.1 Each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the following:

(a) **Products.** For Products ordered on a subscription basis, GitHub's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

(b) **Previews.** For Previews, GitHub's maximum liability is limited to US \$500.00.

(c) **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business; however, caused or on any theory of liability.

(d) **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations unrelated to Customer Content; (2) defense obligations above; or (3) violation of the other party's intellectual property rights.

Your answer is true, the terms of use do not define a monetary limit of liability, but they do specify the situations in which there are limits when it comes to direct damage. However, this have not sense, because if none of the clauses the customer have a real monetary cap, what is the limitation?

In the other tests the model changes the agreement, which does not make sense.

Hallucinations

Q₂₀ - Does the customer have any right to terminate the agreement?



Manual analysis - 2022

Yes, as a customer may terminate the agreement, but with 30 days' notice (section 9 Term and termination).

Chat-gpt-4-All docs 2024

Yes, the customer has the right to terminate the agreement. **According to clause 9.2 of the provided contract excerpts, either party may terminate the agreement without cause by providing 30 days' notice.** Additionally, the customer may have the right to terminate the agreement for cause if there is a material breach by the other party that is not cured within a 30-day notice period, as outlined in clause 9.3. Furthermore, clause 9.4 specifies that GitHub may terminate the agreement for regulatory reasons, and if such termination occurs, the customer is entitled to a reimbursement for any prepaid, unused subscription fees.

GPT-4- Chucking 2024

Yes, the customer has the right to terminate the agreement under certain conditions. **They can terminate without cause with a 30 days' notice**, for material breach if the breach is not cured within a 30-day notice period, and for regulatory reasons if GitHub discontinues a product due to regulatory hardship.

GPT-4- Chucking 2022

Yes, the customer has the right to terminate the agreement. **According to Clause 9.2, the customer can terminate the agreement without cause on 30 days' notice. Additionally, under Clause 9.3,** the customer can terminate the agreement for material breach if the breach is not cured within a 30-day notice period. Furthermore, Clause 16(c) allows the data exporter, which could be the customer, to terminate the contract in cases of non-compliance with the clauses under specific conditions.

Q_{20} - Does the customer have any right to terminate the agreement?



Results

According to clause 9.2 of the provided contract excerpts, either party may terminate the agreement without cause by providing 30 days' notice

Q₂₁ - If the contract is self-renewing, can the customer opt out at that time?



Manual analysis - 2022

Yes, as a customer may terminate the agreement, but with 30 days' notice (section 9 Term and termination).

Chat-gpt-4-All docs 2024

If the contract in question is self-renewing, the customer can opt out at the time of renewal by adhering to the termination procedures specified in the contract. According to clause 9.2 of the provided context, **either party may terminate the agreement without cause by giving 30 days' notice**. Therefore, if the customer wishes to opt out at the time of renewal, they would need to provide such notice within the timeframe stipulated in the contract. It is important to review the entire contract to ensure that there are no additional terms or conditions that may affect the customer's ability to opt out at the time of renewal.

GPT-4- Chucking 2024

Based on the provided clauses, the **agreement allows for termination without cause by either party with a 30-day notice** (clause 9.2). While the agreement does not explicitly state that it is self-renewing, clause 1.2 suggests that there is a mechanism for renewal of licenses. **If the contract is self-renewing, the customer should be able to opt out by providing a termination notice within the 30-day period before the renewal takes effect**. However, the specific process for opting out prior to automatic renewal is not detailed in the provided clauses, so it is recommended to review the full agreement or the renewal policy for precise instructions on how to opt out at the time of renewal.

GPT-4- Chucking 2022

Yes, according to Clause 9.2 of the provided context, **the customer can opt out of the contract by providing 30 days' notice**. This implies that if the contract is self-renewing, the customer has the option to terminate the agreement without cause by following the notice requirement outlined in the contract terms.

Q_{21} - If the contract is self-renewing, can the customer opt out at that time?



Results

If the contract is self-renewing, the customer should be able to opt out by providing a termination notice within the 30-day period before the renewal takes effect

Q₂₂ - Does the customer have any liability to pay taxes?



Manual analysis - 2022

Yes, the customer has tax liabilities (section 8.3 Taxes).

Chat-gpt-4-All docs 2024

Yes, the customer has the liability to pay all taxes, fees, duties, and governmental assessments that are imposed or become due in connection with the agreement, except for taxes based on GitHub's net income. If any taxes are required to be withheld on payments to GitHub, the customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, provided that the customer promptly supplies GitHub with an official receipt for those withholdings and other documents reasonably requested to allow GitHub to claim a foreign tax credit or refund. The customer is also responsible for ensuring that any taxes withheld are minimized to the extent possible under applicable law.

GPT-4- Chucking 2024

Yes, the customer has the liability to pay taxes. According to section 8.3 Taxes of the agreement, the **customer is solely responsible for all taxes, fees, duties, and governmental assessments that are imposed or become due in connection with the agreement, except for taxes based on GitHub's net income.** If taxes are required to be withheld on payments, the customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, provided that GitHub is promptly given an official receipt for those withholdings and other documents reasonably requested to allow GitHub to claim a foreign tax credit or refund.

GPT-4- Chucking 2022

Yes, the customer has the liability to pay taxes. According to section 8.3 of the agreement, the customer is solely responsible for all taxes, fees, duties, and governmental assessments that are imposed or become due in connection with the agreement, except for taxes based on GitHub's net income. If taxes are required to be withheld on payments invoiced by GitHub, the customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but must promptly provide GitHub with an official receipt for those withholdings and other documents reasonably requested to allow GitHub to claim a foreign tax credit or refund.

Q_{22} - Does the customer have any liability to pay taxes?



Results

Yes, the customer has the liability to pay taxes. According to section 8.3 Taxes of the agreement, the customer is solely responsible for all taxes, fees, duties, and governmental assessments that are imposed or become due in connection with the agreement, except for taxes based on GitHub's net income

Q₂₃ - What rights does the customer have regarding data migration?



Manual analysis - 2022

The customer can request data migration up to 90 days after the end of the agreement (section 9.4 Migration).

Chat-gpt-4-All docs 2024



The customer has the right to migrate data for up to ninety (90) days after termination of the service agreement with the service provider. During this period, the customer may not use the products on a production basis. This right is stipulated in the service agreement and is subject to the terms and conditions agreed upon between the customer and the service provider. The customer's rights regarding data migration are also influenced by applicable data protection laws, such as the GDPR, which may grant additional rights like data portability.

GPT-4- Chucking 2024

The customer has the right to extract their personal data from GitHub's services. Upon expiration or termination of the customer's use of GitHub's Online Services or Professional Services, the customer may extract personal data, and GitHub is obligated to delete personal data in accordance with the terms of the DPA. Additionally, the customer has the right to ensure that their personal data is handled in compliance with data protection laws during the migration process, including any cross-border transfers. These rights are supported by GitHub's adherence to data protection certifications, technical and organizational measures, and data transfer mechanisms such as the Standard Contractual Clauses.

GPT-4- Chucking 2022

Customers have several rights regarding data migration, which are primarily derived from data protection laws such as the GDPR. These rights include, but are not limited to, the right to data portability, which allows customers to receive their personal data in a structured, commonly used, and machine-readable format and to transmit those data to another data controller. Other relevant rights include the right to access their data, request rectification of inaccurate data, and request erasure of their data under certain conditions. Additionally, the terms of any contract between the customer and the data controller or processor may grant additional rights or specify procedures related to data migration. It is important for customers to be aware of both the legal and contractual aspects that govern their personal data to fully understand their rights in the context of data migration.

Q₂₃ - What rights does the customer have regarding data migration?



9 Term and termination

data

9.1 Term. This Agreement is effective until terminated by a party, as described b

9.2 Termination without cause. Either party may terminate this Agreement without notice. Licenses granted on a subscription basis will continue for the duration c subject to the terms of this Agreement.

9.3 Termination for cause. Without limiting other remedies, either party may term

(a) All licenses granted under this Agreement will terminate immediately.

(b) All amounts due under any unpaid invoices will become due and payable immedia

(c) If GitHub is in breach, Customer will be reimbursed for any prepaid unused fe

9.4 Termination for regulatory reasons. GitHub may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for GitHub to continue offering the Product without modification; or (3) causes GitHub to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If GitHub terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a reimbursement for any prepaid, unused subscription fees.

9.5 Migration. Customer may migrate or request migration of the data in its repositories for up to ninety (90) days after termination of this Agreement. Customer may not use the Products on a production basis during that time.

In this case, the relevant documents provided to you do not include section 9.5. But there is other information that lets you know that information can be extracted. However, with all the agreement we get the correct answer

Q₂₄ - Is the contract renewal automatic or does it need to be initiated by the customer?



Manual analysis - 2022

Needs to be initiated, according to CA product licenses expire at the end of the subscription period, unless renewed (section 1.2 Duration of licenses).

Chat-gpt-4-All docs 2024

Based on the provided context, **the contract does not renew automatically. The terms state that licenses expire at the end of the applicable Subscription Term unless renewed.** Additionally, GitHub may require the customer to accept revised or additional terms before processing a new order, which implies that the customer must take action to initiate the renewal process. Therefore, it is likely that the customer needs to initiate the renewal of the contract.

GPT-4- Chucking 2024

The contract does not renew automatically. According to the provided context, **specifically section 1.2, licenses expire at the end of the applicable Subscription Term unless renewed.** This indicates that renewal requires action on the part of the customer. Additionally, section 9.2 allows for termination of the Agreement without cause on 30 days' notice, which further implies that continuation or renewal of the Agreement is not automatic and must be initiated by the customer.

GPT-4- Chucking 2022

The provided context does not explicitly state whether the contract renewal is automatic or requires customer initiation. However, the mention of 'Subscription Term' and the process for renewal suggests that there is a mechanism in place for renewing the services. Since the agreement can be terminated by either party with notice, and the terms apply upon renewal or new subscription purchase, it is likely that some form of action is required by the **customer to renew the contract.** Without a specific clause stating otherwise, **we cannot assume automatic renewal.**

Q_{24} - Is the contract renewal automatic or does it need to be initiated by the customer?



Results

The contract does not renew automatically. According to the provided context, specifically section 1.2, licenses expire at the end of the applicable Subscription Term unless renewed.

Q₂₅ - What is the mandatory governing law?



Manual analysis - 2022

Depends on the principal office of the customer, as if it is located in the European Union, the European Economic Area or Switzerland then the agreement is governed by the laws of Ireland, otherwise by the laws of the State of California and the federal laws of the United States (section 10.11 Applicable law and venue).

Chat-gpt-4-All docs 2024

The mandatory governing law for the agreement depends on the location of the Customer's principal office. If the Customer's principal office is within the European Union, European Economic Area, or Switzerland, the governing law is the laws of Ireland. For Customers whose principal office is not within these regions, the governing law is the laws of the State of California and federal laws of the United States.

GPT-4- Chucking 2024

The mandatory governing law for the GitHub Customer Agreement **depends on the location of the customer's principal office.** If the customer's principal office is within the United States, the Agreement will be governed by the laws of the State of California and federal laws of the United States. However, if the customer's principal office is within the European Union, European Economic Area, or Switzerland, the Agreement will be governed by the laws of Ireland. Legal actions or proceedings will be brought exclusively in the courts located in the Northern District of California or in Dublin, respectively.

GPT-4- Chucking 2022

The mandatory governing law is the legal jurisdiction specified in the governing law clause of the contract or agreement that governs the terms of the data transfer or processing activities. **It depends on the specific context of the data transfer, including the locations of the data exporter and importer, and the nature of the data processing activities.** In the context of the EU, it would typically be the GDPR; for the UK, it would be the UK Data Protection Laws; and for the U.S., it would be the relevant state and federal laws. Without more specific information about the contract or agreement in question, it is not possible to provide a definitive answer on the mandatory governing law.





Results

Depends on the location of the customer's principal office. If the customer's principal office is within the United States, the Agreement will be governed by the laws of the State of California and federal laws of the United States. However, if the customer's principal office is within the European Union, European Economic Area, or Switzerland, the Agreement will be governed by the laws of Ireland

Q₂₆ - Is the mandatory headquarters located within the United States?



Manual analysis - 2022



No, as there is insufficient information in the CA on the compulsory seat.

Chat-gpt-4-All docs 2024

Yes, GitHub's mandatory headquarters is located within the United States. Specifically, GitHub, Inc.'s headquarters is in San Francisco, California, USA.

GPT-4- Chucking 2024

Yes, GitHub's mandatory headquarters is located within the United States. Specifically, **GitHub, Inc.'s headquarters is in San Francisco, California, USA.**

GPT-4- Chucking 2022

Yes, the headquarters of GitHub, Inc. is located within the United States. The address provided in the context is 88 Colin P Kelly Jr St, San Francisco, CA 94107, USA.

Q₂₆ - Is the mandatory headquarters located within the United States?



Results

It is not explicit in the 2024 agreement, but to contact them this address appears. However, it is in the 2022 agreement under A. LIST OF PARTIES :/

I am wrong with this answer, it is the United States.

Q₂₇ - Is the customer's ability to develop or procure similar products or services from other suppliers limited?



Manual analysis - 2022

No (section 10.1 Independent contracts)

Chat-gpt-4-All docs 2024

Based on the provided context, **there are no explicit terms in the agreement that limit the customer's ability to develop or procure similar products or services from other suppliers.** The license granted to the customer is nonexclusive (section 1.1), and the restrictions listed (section 1.12) do not include any clauses that would prevent the customer from engaging with other suppliers or developing their own similar solutions. **Therefore, it appears that the customer's ability to develop or procure similar products or services from other suppliers is not limited by the agreement with GitHub.**

GPT-4- Chucking 2024

No, the customer's ability to develop or procure similar products or services from other suppliers is not limited by the agreement with GitHub. The license granted to the customer is nonexclusive, and there is no exclusivity clause that would prevent the customer from engaging with other suppliers. However, the customer must ensure that any similar products they develop or procure do not infringe on GitHub's intellectual property and that they comply with the terms of the agreement, particularly regarding the restrictions on reverse engineering and the use or distribution of other software in a way that affects GitHub's intellectual property.

GPT-4- Chucking 2022

No, the customer's ability to develop or procure similar products or services from other suppliers is not limited under the terms of the agreement provided. **Section 10.1 explicitly states that the parties are independent contractors** and may develop products independently, which implies that the customer retains the freedom to develop or source similar products or services.

Q₂₇ - Is the customer's ability to develop or procure similar products or services from other suppliers limited?



Results

No, the customer's ability to develop or procure similar products or services from other suppliers is not limited under the terms of the agreement provided. Section 10.1 explicitly states that the parties are independent contractors

Q₂₈ - Who is responsible for ensuring that the services function properly?



Manual analysis - 2022

GitHub is responsible for the performance of the services (section 10.12 GitHub and contractors).

Chat-gpt-4-All docs 2024

In the context of GitHub's services, the responsibility for ensuring that the services function properly is shared between GitHub and its customers, as defined in the GitHub Customer Agreement, Data Protection Agreement (DPA), and Service Level Agreement (SLA). **GitHub is responsible for maintaining the performance of the services in accordance with the SLA, which includes warranties for the Online Services and Software.** The customer is responsible for using the services in compliance with the agreements and for managing their own data within the services. Specific responsibilities and remedies in case of service failures are detailed in these contractual documents.

GPT-4- Chucking 2024

GitHub is responsible for ensuring that the services function properly. This is outlined in the SLA, which specifies the minimum service level for the Online Services, and in the warranties provided for the Online Services, Software, and Support. If the services do not function as warranted, the customer has specific remedies as described in the SLA and the support programs.

GPT-4- Chucking 2022

GitHub is responsible for ensuring that the Online Services function properly in accordance with the applicable service level agreement (SLA). The customer is responsible for using the services in accordance with the terms of the agreement and meeting any system requirements. GitHub's warranties are limited to the performance of the Online Services, Software, and Support as described in the agreement, and the customer has remedies available in case of any breach of these warranties. However, GitHub is not responsible for issues caused by accident, abuse, or inconsistent use of the services by the customer.



Results

GitHub is responsible for maintaining the performance of the services in accordance with the SLA, which includes warranties for the Online Services and Software.

Q₂₉ - Can the customer notify the supplier via email?



Manual analysis - 2022

Yes, the customer can notify the supplier via email (section 10.10 Notices).

Chat-gpt-4-All docs 2024

Whether a customer can notify a supplier via email depends on the terms of the agreement between the two parties. If the agreement specifies that email is an acceptable method of notification, then the customer can use email for that purpose. However, if the agreement requires a different method of notification or does not mention email, then the customer must follow the specified method to ensure that the notification is valid and acknowledged by the supplier

GPT-4- Chucking 2024

Yes, the customer can notify the supplier (GitHub) via email. The provided context specifies that notices to GitHub may be submitted via email to legal@support.github.com for formal service notice. Additionally, customers can contact customer support or use GitHub's Privacy web form, with a copy emailed to GitHub's Data Protection Officer.

GPT-4- Chucking 2022

Yes, the customer can notify the supplier via email. The context provided indicates that GitHub, as the supplier, has specified an email address (legal@support.github.com) for customers to submit notices.

Q₂₉ - Can the customer notify the supplier via email?



Results

Yes, the customer can notify the supplier (GitHub) via email. The provided context specifies that notices to GitHub may be submitted via email to legal@support.github.com for formal service notice.