

SPECIFIC CONDITIONS FOR TESTING PHASE AI ENDPOINTS

Version date: July 11, 2024

ARTICLE 1: DEFINITIONS

« **Testing Phase** » means any stage of the development process of the Service, during which the Client is entitled, by subscribing on the dedicated website, to use the Service prior to its commercial launch in order to carry out tests, contribute to improvements, and discover potential flaws.

« **Service** » means the AI Endpoints service offered by OVHcloud to the Client, consisting of providing access to various artificial intelligence models, including machine learning, deep learning, and generative AI, which are Third-Party Products, and accessible through APIs.

ARTICLE 2: WHAT IS IT ABOUT?

These Specific Conditions set forth the technical and financial conditions under which OVHcloud implements a Testing Phase for the Service subscribed to by the Client. These Specific Conditions complement the General Terms of Service in effect. In the event of a conflict between these two documents, these Specific Conditions shall prevail.

ARTICLE 3: HOW TO ACCESS THE SERVICE?

3.1. Selection. The Client is responsible for ensuring that the Service meets their needs and for being compliant with the legal and regulatory requirements applicable to its activities conducted as part of the use of the Service. The Client is informed of the specificities of the Service on the AI Endpoints website: <https://endpoints.ai.cloud.ovh.net/>. OVHcloud reserves the right to charge the access to the Service, or not. The number of Users of the Service, the access modes or the features of the Service will be determined and may be modified by OVHcloud at its sole discretion and at any time. When the Service is charged, payment will be, by default, processed according to the provisions of Article “Financial Conditions” of the General Terms of Service. Only the information on the websites of AI Endpoints and OVHcloud or in the Control Panel shall prevail in the event of a dispute. The Client confirms to have the necessary technical knowledge to correctly administer the Service, especially regarding the backup of their data. The Client is the sole responsible for the use of the Service.

3.2. Access to the Service. The Client may access the Service through the AI Endpoints website or by logging in to its Client Account to receive the token (or access code) required for access. Any use and/or access to the Service is deemed to be on behalf of the Client and means full acceptance of the Contract, including these Specific Conditions, by the Client. The Client is the sole responsible for any consequences arising from the loss, disclosure, or fraudulent or illicit use of the token, and OVHcloud shall not be liable in such cases.

ARTICLE 4: HOW DO I USE THE SERVICE?

4.1. Information about the Service. OVHcloud provides the Client with the following documentation available online on the websites AI Endpoints and OVHcloud: (a) information about the different features, configurations, options, and available ranges of the Service; and (b) documentation, technical guides, or use cases for the Service.

4.2. Content of the Service. The Service is hosted on a Public Cloud infrastructure. This infrastructure is located in the OVHcloud Datacenter displayed on the OVHcloud Website or, if applicable, chosen by the Client during the Ordering Process. OVHcloud is not responsible for the artificial intelligence models used as part of the Service. These are Third-Party Products within the meaning of the General Terms of Service. As part of the Service, OVHcloud does not perform any backups. Consequently, the Client shall carry out, under their sole responsibility, any operations necessary to back up the results generated by the Service.

4.3. Third Party Products. OVHcloud does not participate in the creation or development of the Third-Party Product provided to the Client as part of the Service. As a result, OVHcloud is not responsible for the Third-Party Product, which may include technical errors, vulnerabilities, biases, or incompatibilities. Prior to using the Service, the Client agrees to familiarize themselves with and comply with, throughout the duration of the Contract, the Third-Party Product Conditions available here: <https://endpoints.ai.cloud.ovh.net/models/licences/opensource>. The acceptance of these Specific Conditions and/or the use of the Service means acceptance by the Client of the applicable Third-Party Product Conditions available above. In the event of non-compliance with the Third-Party Product Conditions, the Client shall indemnify and hold OVHcloud harmless from any liability, claims, and actions from any third party in this regard.

ARTICLE 5: WHAT ARE THE OBLIGATIONS AND RESPONSIBILITIES OF OVHCLLOUD?

5.1. OVHcloud provides no guarantee whatsoever for the stability, reliability, security or availability of the Service. OVHcloud does not give any guarantees related to the consequences of the use of the Service by the Client or by any other User, including but not limited to the quality of the Service. It is the Client's sole responsibility to decide whether to use or not the Service and the results offered by the model used as part of the Service. The sale and continuity of the Service beyond the Testing Phase are not guaranteed by OVHcloud.

5.2. OVHcloud shall not be liable for any degradation, alteration or loss of the data of the Client through the use of the Service.

5.3. OVHcloud shall not be liable for any malfunction of the Service resulting from its misuse by the Client.

5.4. OVHcloud shall not be responsible for the training conditions of each model proposed as part of the Service, including but not limited to the quality and origin of the training data used to create the model, as well as the results obtained from the said models. OVHcloud cannot be held liable for the content of the information, sound, text, images, shapes, or any other data accessible through the use of the Service. The results generated as part of the Service never represent the opinion or positioning of OVHcloud.

5.5. OVHcloud shall not be held liable for any failure, non-compliance or breach by an operator of the worldwide transport networks leading to the Internet, and especially by any Internet service providers.

5.6. OVHcloud does not perform any backup of the Client's data stored on the Service. Therefore, it is the Client's responsibility to take all necessary measures for the backup of its data in case of loss, alteration, or degradation of data, regardless of the cause, including but not limited to those not expressly referred to herein.

ARTICLE 6: WHAT ARE THE OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT?

6.1. Prerequisite. The Client acknowledges and is aware that the Service provided by OVHcloud is in Testing Phase. Therefore, the Client agrees to bear all risks (such as instability, malfunctions, data loss, etc.) resulting therefrom. The Client declares and warrants OVHcloud that it has the authority and capacity to act and engage the Client in accordance with the terms of the Contract.

6.2. Feedback. The Client may be invited to provide regular feedback regarding the use of the Service during the Testing Phase, through established communication channels made available to the Client by OVHcloud. The Client feedback data will be transmitted only to the Affiliates of OVHcloud.

6.3. Responsibility. The Client acts as an independent entity and consequently bears the risks of its activities. The Client is solely responsible for the use of the Service, the content of the information transmitted, distributed, or collected, their exploitation and updating, as well as all files, including but not limited to address files. The Client shall exercise discretion before relying on the results generated as part of the Service. These results are not intended to be used without human intervention, especially in areas that affect the rights or well-being of an individual or group of individuals. Any result should be understood as informational only and does not replace the advice of a suitability qualified professional.

6.4. Compliance with the Contract and third-party rights. The Client acts as an independent entity and consequently bears the risks and liabilities of its activities. The Client agrees to respect the rights of third parties, personal rights, intellectual property rights, such as copyrights, patents, or trademarks. Therefore, OVHcloud cannot be held liable for the content of the information transmitted, distributed, or collected, their exploitation, and updating, as well as all files, including but not limited to address and files, and for any purpose whatsoever. The Client is prohibited from using the Service to make publicly available any content that it does not own and that would violate copyright or intellectual property rights. OVHcloud can only warn the Client of the legal consequences arising from illicit activities on the Service, and disclaim any joint liability for the use of data made available to the public by the Client.

The Client agrees to comply with the provisions of the Contract, and in particular these Specific Conditions and Third-Party Product Conditions. When using the Service on behalf of third parties or allowing third parties to use the Service, the Client agrees, prior to any use of the Service by the third parties, to communicate and obtain their acceptance and validation of the relevant terms and conditions and guarantees OVHcloud for the respect of the aforementioned terms and conditions.

The Client is prohibited from using the Service for unlawful or illegal purposes, such as spamming, intrusion or attempted intrusion (non-exhaustively: port scanning, sniffing, spoofing...). In such cases, OVHcloud reserves the right to terminate the Contract immediately, without prejudice to any damages that may be claimed by OVHcloud.

The Client shall bear the consequences of any malfunction of the Service resulting from its use, by its personnel or any person to whom the Client has provided its password(s). Similarly, the Client shall bear the consequences of the loss of the token/aforementioned password(s).

ARTICLE 7: WHAT IS THE TERM OF THE CONTRACT?

The Testing Phase is intended not to be permanent. Therefore, the Contract is entered into for an indeterminate period. OVHcloud reserves the right to suspend the Testing Phase at any time. To the extent possible, OVHcloud will notify the Client and/or the Users of the Service through a message on the mailing list created for the Testing Phase, available at <https://endpoints.ai.cloud.ovh.net/> or by any other means that OVHcloud deems necessary.

ARTICLE 8: WHAT ARE THE CONSEQUENCES OF THE LIMITATION, SUSPENSION AND TERMINATION OF THE SERVICE?

8.1. Control. Restriction. Suspension. OVHcloud reserves the right to control the Client's use of the Service in accordance with these Conditions. OVHcloud reserves the right to restrict, limit or suspend the Service without notice or compensation: (a) if the Client does not comply with the terms of the Contract and, generally, all applicable laws and regulations and third-party rights; and (b) if the Client uses the Service for any activity, whether or not related to the Testing Phase, that does not correspond to the purposes of the Testing Phase; and (c) if the specific conditions applicable to each type of service provided by OVHcloud contains this sanction



as a consequence of a breach , and (d) if the Client's actions pose a threat to the security of OVHcloud's infrastructures, including in the event of Service hacking or security system vulnerabilities detected. In any case, measures of restriction, limitation or suspension are exercised based on the seriousness and recurrence of the violations.

8.2. Request from an authority. The Client agrees in advance that OVHcloud may restrict, limit, or suspend the Service if OVHcloud receives a notice to that effect from a competent administrative, arbitral or judicial authority, administrative, in accordance with applicable laws and regulations.

8.3. Termination. Non-compliance with the provisions of Article 6 of these Specific Conditions by the Client, and in particular any specifically prohibited activity through OVHcloud's services or any specifically prohibited content distributed on OVHcloud's services, or any actions giving rise to civil and/or criminal liability, or which may infringe the rights of a third party, will give OVHcloud the right to immediately and without prior notice suspend the Client's Service and terminate the Contract immediately, without prejudice to any damages which could be claimed by OVHcloud.

8.4. Consequences of the end of the Contract. At the end of the Contract, regardless of the reason, OVHcloud will proceed with the complete deletion of any files that may possibly be present on the Client's Service.