# PageMind Terms of Service

*Last updated: 2025-12-08*

These PageMind Terms of Service (the "Terms") govern access to and use of the PageMind software-as-a-service platform provided by INAI.

These Terms are entered into between:

- **INAI**, a société par actions simplifiée à associé unique (SASU) incorporated under the laws of France, with a share capital of €1,000, registered with the Registre du Commerce et des Sociétés de Lille Métropole under number 987 977 386, having its registered office at 142 rue d'Iéna, apt. 21, 59000 Lille, France ("**inAi**", "**we**", "**us**", "**our**"); and
- The legal entity that creates an account on, signs an order for, or otherwise uses the PageMind service ("**Customer**", "**you**").

By creating an account, clicking "I agree" or similar, executing an Order Form, or accessing or using the Service, Customer agrees to be bound by these Terms.

These Terms are intended solely for professional use. Customer represents that it is acting for purposes relating to its trade, business, craft or profession and not as a consumer, and that the person accepting these Terms has the authority to bind Customer.

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## 1. Purpose, Scope and Acceptance

### 1.1 Purpose of the Terms
These Terms set out the legal framework under which inAi provides Customer with access to and use of the PageMind software-as-a-service platform and related services. They govern all access to and use of the Service by Customer and its Authorized Users, whether under a free trial, pilot, paid subscription, or any other arrangement, unless Customer and inAi have executed a separate written master service agreement that expressly overrides these Terms.

### 1.2 Scope of the Service
The Service covered by these Terms consists of:

a) access to the PageMind web application and any associated application programming interfaces (APIs) made available by inAi;
b) the processing, analysis and transformation of Customer Content through the Service, including the generation of Outputs and Evidence;
c) any standard support and maintenance services provided by inAi in connection with the Service as described in the Documentation or applicable Order Form.

The precise functional scope, service levels (if any) and commercial conditions applicable to the Service may be further detailed in one or more Order Forms, service descriptions or policies incorporated by reference into these Terms.

### 1.3 **Professional Use Only**
The Service is provided exclusively to business users. By accepting these Terms, Customer represents and warrants that:

a) it is a legal entity or a sole trader acting for professional purposes and not as a consumer;
b) it has full power and authority to enter into these Terms; and
c) the individual accepting these Terms on its behalf is duly authorised to bind Customer.

If, notwithstanding this representation, a natural person acting as a consumer were to access or use the Service, such use would be unauthorised and at their own risk, and inAi shall not owe them any consumer-law specific information, withdrawal or other rights beyond those mandatory under Applicable Law.

### 1.4 **Acceptance of the Terms**
Customer accepts these Terms by:

a) creating an account on the Service and ticking a box or clicking a button referring to acceptance of the PageMind Terms of Service;
b) executing an Order Form that references these Terms; or
c) accessing or using the Service after having been presented with these Terms or a link to them.

If Customer does not agree to these Terms, Customer must not access or use the Service.

### 1.5 **Hierarchy of Documents and Precedence**

**(a) Priority of Signed Agreements:**
If Customer has entered into a valid, separate written agreement with inAi regarding the Service (such as a "Master Service Agreement," "Pilot Agreement," or "Enterprise Agreement") (a "**Written Contract**"), that Written Contract shall **wholly supersede and replace** these Terms with respect to Customer's use of the Service. In such cases, these Terms shall not apply, and any acceptance of these Terms during account creation or login shall be deemed a technical formality only.

**(b) Standard order of precedence (no separate Written Contract).**
In the absence of a Written Contract, the contractual relationship between inAi and Customer in relation to the Service is governed by the following documents (together, the "Agreement"). In the event of conflict or inconsistency, the following order of precedence applies (from highest to lowest):

1.  Any applicable Order Form;
2.  These Terms of Service;

3. The Data Processing Agreement (DPA), which shall prevail over these Terms only for matters strictly relating to the allocation of roles and obligations for the processing of personal data;
4. The PageMind Acceptable Use Policy (AUP);
5. Any other policies or annexes expressly stated to be contractually binding and incorporated by reference into the documents above;
6. The Security & Data Protection Overview and the Sub-processor List, which are provided for transparency and informational purposes only and do not create independent contractual obligations or remedies, except to the limited extent that the DPA or an Order Form expressly provides otherwise.

1.6 **Effective Date and Duration of the Terms**
These Terms take effect on the earliest of:

a) the date on which Customer first accepts these Terms; or
b) the date on which Customer first accesses or uses the Service.

They remain in effect for as long as Customer has an active account or Order Form, subject to earlier termination in accordance with Section 7.

1.7 **Territorial Scope**
Customer acknowledges that the Service is operated from within the European Union and primarily targets professional customers based in or operating within the EU/EEA, the United Kingdom and Switzerland. Customer remains solely responsible for ensuring that its use of the Service complies with any local laws that may apply to it outside these territories.

## 2. Definitions

For the purposes of these Terms, the following terms, when capitalised, have the meanings set out below. Other capitalised terms may be defined elsewhere in these Terms.

2.1 **"Acceptable Use Policy" or "AUP"** means the PageMind Acceptable Use Policy published on inAi's Legal Hub as amended from time to time, which forms part of and is incorporated by reference into these Terms.

2.2 **"Account"**
Means the online account created by or on behalf of Customer to access and use the Service, including associated administrator and user profiles.

2.3 **"Applicable Law"**
Means any law, statute, regulation, decree, ordinance, directive, decision, judgment, code or other binding legal instrument applicable to a party or to the processing of personal data, including where relevant Regulation (EU) 2016/679 (General Data Protection Regulation) and its national implementations, and any successor or equivalent legislation.

### 2.4 **"Authorized User"**

Means any individual who is authorised by Customer to access and use the Service under Customer's Account, such as Customer's employees, temporary staff and independent contractors acting on Customer's behalf, within the limits of the Subscription Plan and these Terms.

### 2.5 **"Beta Features"**

Means any functionality, integration, model, module or interface of the Service that is labelled or otherwise indicated by inAi as "beta", "preview", "experimental", "early access", "pilot" or similar, whether or not provided free of charge.

### 2.6 **"Customer"**

Has the meaning set out in the preamble and includes any legal successor of such entity that assumes its rights and obligations under these Terms in accordance with Section 18.

### 2.7 **"Customer Content"**

Means all data, documents, files, information, text, images and any other content that Customer or its Authorized Users upload to, submit to, store on, or otherwise make available through the Service, including without limitation:

a) supplier documents, product datasheets, spec sheets, catalogues, PDFs, images and any related materials;
b) existing catalog data, attributes, taxonomies and templates;
c) any configuration rules, glossaries, mappings or other business logic provided by Customer; and
d) any Outputs to the extent that they incorporate or are derived from the foregoing.

Customer Content excludes Service Data and inAi Materials.

### 2.8 **"Data Processing Agreement" or "DPA"**

Means the data processing agreement concluded between inAi and Customer, which governs the processing of personal data by inAi as a processor on behalf of Customer in connection with the Service, as updated from time to time in accordance with its terms.

### 2.9 **"Documentation"**

Means the then-current official technical and functional documentation for the Service made available by inAi to Customer (for example, via the Service interface, help centre or dedicated documentation site), excluding any purely marketing or promotional materials.

### 2.10 **"Effective Date"**

Means the date on which these Terms first become effective for Customer as described in Section 1.6.

### 2.11 **"Evidence"**

Means the machine-readable and/or human-readable references, snippets, citations, document fragments, registry lookups, hashes, configuration snapshots, logs or other

supporting information generated by the Service to substantiate how particular Outputs were derived or to support Customer's own audit and quality-assurance processes.

### 2.12 **"Force Majeure Event"**
Means an event or circumstance beyond the reasonable control of the affected party which prevents or delays the performance of its obligations under these Terms, such as natural disasters, war, acts of terrorism, civil unrest, strikes not limited to that party's personnel, failure of third-party networks or infrastructure, widespread power outages, or measures imposed by public authorities.

### 2.13 **"inAi Materials"**
Means the Service, the underlying software, algorithms, models, user interfaces, designs, features, workflows, Documentation, brand names, logos and any other materials, information or content provided or made available by or on behalf of inAi in connection with the Service, together with all improvements, modifications and derivative works thereof, excluding Customer Content and Customer trademarks.

### 2.14 **"Order Form"**
Means any order form, proposal, quotation, statement of work, online subscription selection or other ordering document, whether in electronic or paper form, that is issued by inAi and accepted by Customer (including through online click-acceptance) and that references these Terms. An Order Form may specify, among other things, the Subscription Plan, term, fees, usage limits, environments and any specific conditions agreed between the parties.

### 2.15 **"Output"**
Means the structured data, text, fields, tags, mappings, QA lists, retry bins, reports and other results produced by the Service from the processing of Customer Content (including as assisted by AI models and registry lookups), such as normalised product attributes, translations, compliance copy, energy-label fields and related catalog information. For clarity, Outputs may incorporate or derive from Customer Content and Service Data.

### 2.16 **"Registry" or "Official Registry"**
Means any official database, register or public information service operated by or on behalf of a public authority or regulator, including, where applicable, EU energy-label and product-information registries such as EPREL, that the Service is capable of querying or from which it can retrieve data for comparison or assistance purposes.

### 2.17 **"Service"**
Means the PageMind SaaS platform made available by inAi, including the web application, APIs, Verify.EU or similar compliance-assistance modules, any associated features identified in the Documentation or an Order Form, and any standard support services provided by inAi in connection with such platform, but excluding Customer's own systems and any third-party products or services that are not under inAi's control.

### 2.18 **"Service Data"**

"Service Data" means data generated by or on behalf of inAi in the course of operating the Service, such as technical logs, telemetry, performance metrics, usage statistics, configuration fingerprints, hash values, error reports and similar operational data. Service Data may include personal data and/or information relating to Customer.

Where Service Data or any derived data is anonymised or aggregated such that it no longer relates to an identified or identifiable natural person or to Customer, it constitutes anonymised or aggregated data for the purposes of Section 8.6.

### 2.19 **"Sub-processor"**

Means any third party engaged by inAi to process personal data on behalf of Customer in connection with the Service, within the meaning of Applicable Law and as further described in the DPA and Sub-processor list.

### 2.20 **"Subscription Plan"**

Means the bundle of features, usage metrics, limits, environments and commercial terms under which the Service is made available to Customer, as specified on the relevant pricing page, in the Documentation, or in an Order Form (for example, a plan that limits the number of products, languages, users, environments or other measurable units).

### 2.21 **"Term"**

"Term" means, as the context requires:
a) the overall period during which these Terms remain in force between the parties (the "Agreement Term"), as described in Section 1.6; and
b) in relation to a specific Subscription Plan, the initial subscription period specified in Section 7.2 together with any Renewal Terms under Section 7.3 (the "Subscription Term").

For clarity, references in these Terms to the "then-current Term" of a Subscription Plan refer to the relevant Subscription Term only, and references to the duration of these Terms generally refer to the Agreement Term.

### 2.22 **"Third-Party Service"**

Means any product, service, software, data source or integration that is provided by a third party other than inAi and that is used in conjunction with or via the Service, whether or not such third-party product is presented or recommended by inAi.

### 2.23 **"Verification Module" or "Verify.EU Module"**

Means any module or functionality of the Service that is designed to query one or more Registries, compare Registry data with Customer Content or other sources, and surface discrepancies, missing fields, blank fields, warnings or QA flags to assist Customer with its own verification and compliance processes.

## 3. Description of the Service and Functional Scope

### 3.1 **Nature of the Service**
The Service is a business-to-business software platform that assists catalog and content teams in transforming and maintaining product data. In particular, the Service is intended to help Customer to:

a) ingest Customer Content such as supplier PDFs, images, spreadsheets and other product-related documents;
b) analyse such content using rule-based methods and AI models to identify and extract product attributes, specifications and other relevant information;
c) map extracted information into structured fields aligned with Customer's templates, schemas or taxonomies;
d) translate or localise certain elements of product information across languages and markets, where configured;
e) generate Outputs such as CSV files, API payloads, QA lists, retry bins and Evidence to support Customer's internal workflows; and
f) where the Verification Module is used, retrieve data from one or more Registries and surface discrepancies or missing information between Registry data, Customer Content and Customer's own rules.

### 3.2 **Tool for Assistance Only**
The Service is a tool intended to assist experienced teams in preparing, maintaining and reviewing product data, catalog content and related materials. The Service does not make autonomous decisions regarding what information Customer should publish, which products Customer should offer, or whether Customer satisfies any applicable legal or regulatory obligations. Customer remains solely responsible for:

a) determining whether and how to use any Output in its own systems, channels or documents;
b) designing and maintaining its own internal workflows, controls and quality-assurance processes; and
c) ensuring that all published or otherwise communicated catalog content, labels and product information are accurate, complete and compliant with Applicable Law.

### 3.2A **No obligation of result.**
Customer acknowledges and agrees that inAi's obligations in relation to the Service are obligations of means (*obligations de moyens*) only. inAi does not guarantee that any particular business, legal, regulatory or financial result will be achieved through the use of the Service, nor that any particular percentage of automation, cost saving, or error reduction will be reached.

### 3.3 **No Legal, Compliance or Regulatory Advice**
The Service and any information provided by or through the Service (including Outputs, Evidence, Documentation, examples and templates) do not constitute legal, compliance, regulatory, tax or accounting advice. inAi does not provide, and Customer shall not rely on

inAi for, any advice as to how Applicable Law should be interpreted or applied. Customer is responsible for obtaining its own professional advice and for making its own determinations regarding legal and regulatory requirements.

### 3.X Exclusive responsibility for legal and regulatory compliance

Customer acknowledges and agrees that, as between the parties, it is solely and exclusively responsible for (i) determining and complying with all legal, regulatory and contractual obligations applicable to its products, catalog content, labels and commercial communications (including, where applicable, consumer-protection, product-safety, environmental, labelling and advertising rules), and (ii) verifying that any Outputs and Evidence generated via the Service are accurate, complete and appropriate before they are used, published or relied upon. Nothing in the Service, the Outputs, the Evidence, the Documentation or any communication from inAi shall be construed as constituting legal, regulatory, tax or compliance advice, or as a guarantee that Customer satisfies any applicable obligation.

### 3.4 No Guarantee of Accuracy, Completeness or Fitness

While the Service is designed to support traceability and reduce certain types of human error, inAi does not guarantee that:

a) any Output or Evidence will be accurate, complete or up to date;
b) any extraction, mapping, translation, transformation or comparison performed by the Service will correctly interpret Customer Content or Registry data; or
c) the Service will be suitable for Customer's particular use case, product portfolio, regulatory environment or internal processes.

AI models, rule-based logic, and integrations used by the Service are subject to inherent limitations and may produce errors, omissions, misclassifications or biases. Customer acknowledges these limitations and commits to using appropriate human review and oversight before relying on Outputs or Evidence for decisions, publication or regulatory filings.

Customer remains solely responsible for obtaining its own professional advice and for interpreting and applying Applicable Law to its activities.

For the avoidance of doubt, Customer remains solely responsible for any consequences arising from the use of Outputs or Evidence, including, without limitation, any regulatory investigations or fines, contractual penalties imposed by marketplaces or platforms, product withdrawals, recalls, or reputational impacts.

### 3.5 Use of Official Registries and Third-Party Data Sources

Where the Verification Module or any similar functionality is used, the Service may query one or more Registries or other Third-Party Services to retrieve data for comparison and display. Customer acknowledges and agrees that:

a) Registries and Third-Party Services are outside inAi's control and may be unavailable, out-of-date, incomplete, inaccurate or subject to their own terms and conditions;

b) inAi does not operate, maintain or guarantee any Registry or Third-Party Service and cannot be held liable for their content, behaviour or availability; and
c) the fact that data is retrieved from a Registry or Third-Party Service via the Service does not mean that such data is correct, complete or sufficient to demonstrate compliance with Applicable Law.

### 3.6 Human Oversight Requirement

Customer shall implement and maintain adequate human oversight over its use of the Service and over all Outputs and Evidence, especially where such Outputs or Evidence may have safety, consumer-protection or regulatory implications (for example, product safety information, energy labels, environmental claims or mandatory product attributes). At a minimum, Customer shall:

a) ensure that appropriately trained personnel review Outputs and Evidence before such information is used for publication, labelling or decision-making;
b) validate that required information is present and accurate for each product and jurisdiction in which the product is marketed; and
c) not rely solely on the Service, Outputs or Evidence to meet its legal or regulatory obligations.

### 3.7 Service Availability and Maintenance

inAi shall use commercially reasonable efforts to make the core components of the Service available on a 24/7 basis, excluding planned maintenance windows and emergency interventions. Customer acknowledges that:

a) the Service may be temporarily unavailable due to planned maintenance, urgent security updates, failures of Third-Party Services or infrastructure, Force Majeure Events or other factors beyond inAi's reasonable control;
b) any service levels or uptime commitments shall apply only if expressly set out in an Order Form or a separate service-level agreement (SLA); and
c) inAi shall not be liable for any unavailability or performance degradation of the Service caused by factors outside its reasonable control, including Customer's own systems, networks or Third-Party Services.

### 3.8 Service Evolution and Changes

inAi may, in its sole discretion but acting reasonably, improve, modify or adapt the Service from time to time, including by:

a) updating or replacing underlying models, algorithms or integrations;
b) changing user interfaces, workflows or configuration options;
c) adding, modifying or deprecating features, provided that the core functionality of the Service under the applicable Subscription Plan is not materially degraded during the current Term without prior notice.

Where inAi makes a change that materially reduces the core functionality of the Service for Customer under an existing Subscription Plan, inAi will provide reasonable prior notice to

Customer and, if Customer materially disagrees with the change, Customer may exercise any termination right that may be provided under Section 7.

### 3.9 **Beta Features**

inAi may make Beta Features available to Customer for testing or evaluation. Unless otherwise agreed in writing:

a) Beta Features are provided "as is" and "as available", without any warranties or service levels of any kind and without any liability on the part of inAi, except for any liability that cannot be excluded or limited under Applicable Law as described in Section 12.4;
b) inAi may change, suspend or discontinue Beta Features at any time without notice; and
c) Beta Features may be subject to additional limitations, restrictions or conditions communicated to Customer at the time of activation.

Customer shall use Beta Features at its own risk and shall not rely on them in production or for critical workflows unless this has been expressly agreed in an Order Form.

For the avoidance of doubt, any liability of inAi in connection with a Trial, Beta Feature or any use of the Service provided free of charge shall be subject to the specific cap set out in Section 12.2 (last paragraph).

## 4. Access, Accounts and Users

### 4.1 **Account Creation and Accuracy of Information**

To access and use the Service, Customer must create an Account. Customer shall provide true, accurate and complete information when creating the Account and shall keep such information up to date throughout the Term. inAi may rely on the information associated with the Account as being accurate and complete unless and until Customer updates it through the Service or otherwise notifies inAi in writing.

### 4.2 **Account Administration and Authorized Users**

Customer is responsible for configuring and managing its Account, including:

a) designating one or more administrators with authority to manage the Account on Customer's behalf (each an "Administrator");
b) creating and deactivating Authorized User accounts;
c) assigning appropriate roles and permissions to Authorized Users; and
d) ensuring that the number of Authorized Users, environments and other usage parameters remain within the limits of the applicable Subscription Plan.

Customer acknowledges that any configuration, permission change, action or instruction carried out through an Administrator or Authorized User account will be deemed to have been authorised by Customer.

### 4.3 **Eligibility of Authorized Users**

Only Authorized Users may access or use the Service under Customer's Account. Authorized Users must:

a) be natural persons;
b) act solely on behalf of Customer and for its internal business purposes; and
c) agree to comply with these Terms, the Acceptable Use Policy and any additional conditions communicated to them via the Service.

Customer shall ensure that all Authorized Users are bound by contractual or employment obligations consistent with Customer's obligations under these Terms and shall be directly liable to inAi for all acts and omissions of its Authorized Users.

## 4.4 Credentials and Security of Access

Customer and its Authorized Users are responsible for maintaining the confidentiality and security of all usernames, passwords, API keys and other credentials associated with the Account. In particular, Customer shall:

a) implement appropriate access controls, including role-based permissions and, where available, multi-factor authentication;
b) prohibit the sharing of credentials between individuals;
c) promptly revoke access for any Authorized User who no longer requires access (for example, in case of termination of employment or engagement); and
d) immediately notify inAi at the contact address indicated in the Documentation or Legal Notice if Customer becomes aware of any unauthorised access to the Account or suspected compromise of credentials.

inAi is entitled to assume that any activity carried out using valid credentials associated with Customer's Account has been authorised by Customer, unless Customer has notified inAi in advance of a suspected compromise and inAi has had a reasonable opportunity to act on such notification.

## 4.5 Technical Requirements

Customer is responsible for obtaining and maintaining at its own expense all hardware, software, network connections and other technical resources necessary to access and use the Service. inAi does not warrant that the Service will function on any particular hardware, browser, operating system or network environment. Minimum and recommended technical requirements may be specified in the Documentation and may evolve over time.

## 4.6 Usage Limits and Fair Use

The Service may be subject to quantitative limits as specified in the applicable Subscription Plan or Order Form, such as:

a) number of products or SKUs processed;
b) number of languages;
c) number of Authorized Users;
d) number of environments or workspaces; or
e) volume of API calls or processing runs.

Customer shall monitor its use of the Service and ensure that such use remains within the applicable limits. inAi may implement technical measures to monitor, restrict or throttle usage in order to enforce such limits and to protect the stability and security of the Service.

If Customer repeatedly exceeds its permitted usage, inAi may, after notifying Customer, either:

a) charge Customer additional fees in accordance with its then-current pricing or the applicable Order Form; and/or
b) require Customer to upgrade to a Subscription Plan that accommodates Customer's actual usage; and/or
c) restrict or suspend the relevant functionalities until an appropriate adjustment has been agreed.

### 4.7 **Suspension for Security or Operational Reasons**
inAi may temporarily suspend or restrict access to all or part of the Service, without liability to Customer, where such suspension or restriction is reasonably necessary to:

a) address actual or suspected security incidents or vulnerabilities;
b) prevent or mitigate misuse, abuse or overload of the Service;
c) perform urgent maintenance or updates; or
d) comply with Applicable Law or with a binding request from a competent authority.

Where reasonably practicable and lawful, inAi will notify Customer of any such suspension or restriction and will use commercially reasonable efforts to limit the scope and duration of the measure.

### 4.8 **Suspension for Breach or Non-Payment**
Without prejudice to any other rights or remedies, inAi may suspend Customer's access to the Service (in whole or in part) if:

a) any undisputed amount due under these Terms remains unpaid more than fifteen (15) days after written reminder; or
b) Customer commits a material breach of these Terms or the Acceptable Use Policy and fails to cure such breach within the applicable cure period, if any; or
c) inAi reasonably believes that Customer's use of the Service is unlawful or exposes inAi, a Sub-processor or any third party to a material risk of harm.

inAi shall notify Customer of the suspension and the grounds for it, unless Applicable Law or security considerations prohibit such notification. Access will be restored as soon as the underlying issue has been resolved to inAi's reasonable satisfaction. Suspension under this Section does not relieve Customer of its obligation to pay any fees due for the period of suspension.

## 5. Customer Obligations and Acceptable Use

### 5.1 **General Obligations of Customer**
Customer shall:

a) use the Service solely for its internal business purposes and in accordance with these Terms, the Documentation and Applicable Law;
b) ensure that its configuration and use of the Service are compatible with its own regulatory obligations and technical environment;
c) promptly provide inAi with any information reasonably requested to enable inAi to perform its obligations under these Terms (for example, for support or incident investigation); and
d) remain solely responsible for any decisions made or actions taken on the basis of Outputs, Evidence or any other information obtained through the Service.

### 5.2 **Responsibility for Customer Content**
Customer is solely responsible for the nature, quality, accuracy, legality and completeness of all Customer Content. In particular, Customer is solely responsible for:

a) ensuring that Customer Content is accurate, up to date and sufficient for the intended use;
b) ensuring that Customer Content does not violate any third-party rights (including intellectual property, confidentiality and privacy rights) or Applicable Law;
c) determining which documents and datasets should be processed through the Service and how they are structured; and
d) preserving original copies of any documents or data that Customer is required to retain under Applicable Law, independently of the Service.

inAi is under no obligation to monitor Customer Content. However, inAi reserves the right (without assuming any duty to monitor) to remove or disable access to any Customer Content that inAi reasonably believes to be unlawful, infringing or in violation of these Terms, and may request that Customer promptly remove, modify or replace such content.

### 5.2A **Prohibited data categories (by default)**
Unless expressly agreed otherwise in a separate written addendum signed by both parties, Customer shall not intentionally upload to or process via the Service (i) special categories of personal data within the meaning of Article 9 GDPR, (ii) personal data relating to criminal convictions and offences within the meaning of Article 10 GDPR, or (iii) personal data of children as the primary data subjects. Customer shall implement appropriate organisational and technical measures (including internal policies, training and pre-processing of files) to prevent such data from being ingested into the Service.

### 5.3 **Rights and Consents to Use Customer Content**
Customer represents and warrants that:

a) it has obtained all rights, licenses, consents and permissions necessary to upload Customer Content to the Service and to permit its processing by inAi and its

Sub-processors as contemplated by these Terms and the DPA;
b) where Customer Content contains personal data, such processing is in compliance with Applicable Law and Customer has provided all necessary information to data subjects and, where required, obtained their consent; and
c) Customer Content does not contain any information whose disclosure or processing via the Service is prohibited under Applicable Law.

Customer acknowledges that inAi has no obligation to verify the existence or validity of such rights, licences, consents or legal bases and relies entirely on Customer's representations in this respect.

Customer shall indemnify inAi for any claim, fine, penalty or loss arising from a breach of this Section 5.3, subject to the conditions set out in Section 13.

### 5.4 **Internal Policies and Training**
Customer is responsible for:

a) implementing internal policies and procedures governing its users' use of the Service, including policies addressing data upload, QA processes, human review, and publication of Outputs;
b) ensuring that all Authorized Users receive adequate training on the proper use of the Service, the limitations of AI and Third-Party Services, and the importance of human oversight; and
c) ensuring that its internal policies and procedures are consistent with these Terms and with Applicable Law.

### 5.5 **Acceptable Use Policy – Prohibited Conduct**
Customer and its Authorized Users shall not, and shall not permit any third party to, directly or indirectly:

a) use the Service in any manner that violates Applicable Law, including laws relating to product safety, labelling, advertising, consumer protection, export control, sanctions or competition law;
b) upload, transmit, store or otherwise make available through the Service any Customer Content that is unlawful, defamatory, fraudulent, misleading, discriminatory, hateful, harassing, obscene, or otherwise objectionable, or that promotes illegal activities;
c) infringe or misappropriate any intellectual property, trade secret, privacy, confidentiality or other rights of any third party in connection with the use of the Service;
d) attempt to gain unauthorised access to the Service or to any related systems, networks or data, or circumvent or interfere with any security or access-control mechanisms, rate limits or technical measures implemented by inAi or its Sub-processors;
e) probe, scan or test the vulnerability of the Service or related infrastructure, or perform penetration testing, load testing or security assessments, except with inAi's prior written consent;
f) introduce into the Service any malware, virus, worm, Trojan horse, time bomb, corrupted file or other harmful or destructive code;

g) use the Service to develop, train or improve a competing product or service, or to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, underlying algorithms, models or non-public APIs of the Service, except to the extent that such restriction is prohibited by Applicable Law and then only after giving prior written notice to inAi;

h) remove or alter any proprietary notices, labels or marks on or within the Service, Documentation or inAi Materials;

i) use the Service in a way that materially interferes with or disrupts the integrity or performance of the Service or related systems, including abusive or excessive use that exceeds reasonable fair-use thresholds;

j) resell, sublicense, distribute, time-share, lease, frame or otherwise make the Service available to third parties (including affiliates) except as expressly permitted in an Order Form or these Terms;

k) use Outputs, Evidence or any information obtained from the Service as if it were an official statement, certificate, registration or confirmation issued by a regulator, Registry operator or other public authority, or represent that inAi or the Service is an official service or representative of such authority; or

l) use the Service in any way that is likely to cause harm to inAi, its Sub-processors, other customers or any third party, including damage to reputation or exposure to unjustified regulatory risk.

## 5.6 **Use of Outputs and Evidence**

Customer acknowledges that Outputs and Evidence are generated based on the Customer Content, configuration, models and data sources available at the time of processing and that:

a) Outputs and Evidence may not reflect subsequent changes in Applicable Law, Registry data, supplier information or Customer Content;

b) Outputs and Evidence are intended to assist Customer's teams and are not a substitute for independent verification and expert judgment; and

c) Customer shall not rely solely on Outputs or Evidence to prove compliance or to make legally or commercially significant decisions without appropriate human review.

Customer remains solely responsible for any consequences arising from its use of Outputs and Evidence, including any publication, labelling, disclosure to third parties or reliance upon such information. Without prejudice to the foregoing, Customer expressly acknowledges that inAi has no obligation to verify, audit or validate Outputs or Evidence and assumes no responsibility or liability of any kind for any decisions, publications, catalog entries, labels, product pages or other materials created or approved by Customer (or its third-party providers) on the basis of such Outputs or Evidence.

Without limiting the foregoing, Customer shall not represent any Output or Evidence as an official certificate, notification, registration, or confirmation issued by inAi, any Registry operator, or any public authority, and acknowledges that Outputs and Evidence are, by nature, heuristic aids only.

5.7 **Cooperation and Incident Handling**
In the event of a suspected security incident, misuse of the Service, or investigation by a competent authority relating to the Service or Customer's use of it, Customer shall:

a) promptly notify inAi if the incident or investigation relates to the Service or may impact inAi or its Sub-processors;
b) cooperate in good faith with inAi to investigate and remediate the incident, including by providing relevant logs, samples of Customer Content or other information to the extent reasonably necessary and lawful; and
c) refrain from making any public statements referring to inAi or the Service in relation to the incident without inAi's prior written approval, except where such statements are required by Applicable Law.

5.8 **Audit and Verification of Use**
To the extent permitted by Applicable Law, inAi may monitor Customer's use of the Service (including via automated means) for the purposes of:

a) operating, securing and maintaining the Service;
b) enforcing these Terms and the Acceptable Use Policy; and
c) calculating fees and verifying compliance with usage limits under the applicable Subscription Plan.

Where inAi has reasonable grounds to suspect that Customer's use of the Service materially violates these Terms or exceeds the permitted usage, inAi may request that Customer provide information or records reasonably necessary to verify compliance. Customer shall cooperate with such requests in good faith, subject to its own confidentiality obligations towards third parties.

## 6. Fees, Billing and Payment Terms

6.1 **Fees and Subscription Plans**
Customer shall pay to inAi the fees applicable to the Subscription Plan selected by Customer or set out in the applicable Order Form ("**Fees**"). Unless otherwise specified in an Order Form:

a) Fees are determined by reference to one or more usage metrics (such as number of products or SKUs processed, languages, environments, Authorized Users, runs or other units of measurement) as described in the Subscription Plan and/or price list in force at the time of subscription or renewal;
b) any volume-based tiers or discounts apply only for the Term specified in the relevant Order Form or Subscription Plan and may be adjusted at renewal; and
c) Fees are payable in the currency indicated in the Order Form or, if none is specified, in euros (EUR).

inAi may offer different Subscription Plans (including pilot or limited plans) with different features and limits. Customer's right to use the Service is subject to the limits and conditions of the Subscription Plan in effect.

### 6.2 **Taxes and Withholdings**

All Fees are exclusive of any applicable taxes, levies or duties, including value-added tax (VAT), sales tax, use tax, withholding tax or similar charges (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases under these Terms, excluding Taxes based on inAi's net income, property or employees.

If withholding tax is required by Applicable Law, Customer shall:

a) pay the required amount to the relevant tax authority;
b) pay inAi such additional amounts as are necessary to ensure that the net amount received by inAi after withholding equals the amount that would have been received if no withholding had been required; and
c) provide inAi with official receipts or other appropriate documentation issued by the relevant tax authority evidencing the payment of such Taxes.

Where Applicable Law requires inAi to collect VAT or similar taxes, such Taxes will be added to the Fees and itemised on the invoice.

### 6.3 **Invoicing and Payment**

Unless otherwise specified in an Order Form:

a) Fees for subscription-based plans are invoiced in advance at the start of the initial term and each renewal term;
b) variable or usage-based Fees (if any) may be invoiced monthly in arrears based on actual or measured usage; and
c) one-off Fees (such as set-up, training or professional services) are invoiced upon acceptance of the relevant Order Form.

Invoices shall be issued electronically and sent to the billing contact designated by Customer. Customer shall pay each invoice in full, without deduction or set-off (except as required by Applicable Law), within the payment period stated on the invoice or, if none is stated, within thirty (30) days of the invoice date.

Payment shall be made by bank transfer, credit card or other payment method accepted by inAi. If Customer provides credit card or direct debit details, Customer authorises inAi to charge all amounts due under these Terms using such payment method.

### 6.4 **Late Payments**

If any undisputed amount due under these Terms is not paid by the due date:

a) inAi may charge interest on the overdue amount at a rate equal to **three (3) times the legal interest rate** in force in France; and
b) Customer shall pay the mandatory fixed recovery indemnity (*indemnité forfaitaire pour frais de recouvrement*) of **forty euros (€40)**, without prejudice to inAi's right to claim supplementary compensation if actual recovery costs are higher.

In addition, and without prejudice to any other rights, inAi may suspend all or part of Customer's access to the Service in accordance with Section 4.8 if an undisputed amount remains unpaid after a written reminder and a reasonable cure period.

### 6.5 **Disputed Amounts**
If Customer disputes in good faith any amount charged by inAi, Customer shall:

a) notify inAi in writing of the dispute within fifteen (15) days of the invoice date, specifying the reasons for the dispute in reasonable detail; and
b) pay the undisputed portion of the invoice by the due date.

The parties shall cooperate in good faith to resolve the dispute. Any amount determined to be payable following such resolution shall be paid without undue delay. Disputes raised after the deadline in this Section 6.5 shall not entitle Customer to withhold payment.

### 6.6 **No Refunds**
Except as expressly provided otherwise in these Terms or an Order Form, all Fees are non-refundable and non-cancellable once incurred, including in the event of partial use or non-use of the Service, downgrades or early termination for convenience by Customer.

### 6.7 **Changes to Fees and Subscription Plans**
inAi may modify the Fees and/or the features or limits of Subscription Plans for future Terms. For Customer on an automatically renewing Subscription Plan:

a) any Fee changes or material plan changes will be communicated to Customer with reasonable prior notice (for example, thirty (30) days) before the start of the next renewal term; and
b) the new Fees or plan features will apply from the start of the next renewal term.

If Customer does not agree with the announced changes, Customer may prevent the renewal of the Subscription Plan by giving notice of non-renewal in accordance with Section 7.3. Continued use of the Service beyond the current Term constitutes acceptance of the new Fees and plan characteristics.

## 7. Term, Renewal, Suspension and Termination

### 7.1 **Free Trials and Pilot Access**
inAi may, at its discretion, provide Customer with access to the Service on a free trial or pilot basis under specific conditions communicated to Customer ("**Trial**"). Unless otherwise agreed in writing:

a) the duration of the Trial is limited as indicated at the time of activation (for example, a number of days or a specific end date);
b) during the Trial, the Service may be provided with reduced features, lower support levels or additional technical or usage limitations; and
c) the Trial is provided "as is" and without any warranties, service levels or liability of any

kind on the part of inAi, except in cases where such exclusion is not permitted by Applicable Law and subject in all cases to Section 12.4.

For the avoidance of doubt, any liability of inAi in connection with a Trial, Beta Feature or any use of the Service provided free of charge shall be subject to the specific cap set out in Section 12.2 (last paragraph).

At the end of the Trial, access to the Service will automatically cease unless Customer transitions to a paid Subscription Plan or enters into an Order Form. inAi may, but is not obliged to, delete Customer Content generated or uploaded during the Trial after the Trial ends, in accordance with its data-retention practices, the DPA and Applicable Law.

### 7.2 **Initial Subscription Term**
For paid access to the Service (outside of a Trial), the initial subscription term ("**Initial Term**") shall be as specified in the applicable Order Form or, if no term is specified, twelve (12) months from the activation of the Subscription Plan. Customer's right to use the Service during the Initial Term is subject to timely payment of Fees and compliance with these Terms.

### 7.3 **Renewal**
Unless otherwise stated in the Order Form or Subscription Plan:

a) at the end of the Initial Term, the Subscription Plan will automatically renew for successive periods equal to the Initial Term (each a "**Renewal Term**"), unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Term; and
b) the Terms in effect at the time of renewal and the Fees applicable to the Subscription Plan at renewal shall apply to each Renewal Term, subject to any changes notified in accordance with Section 6.7 and Section 15.

Either party may elect not to renew the Subscription Plan for any reason by providing timely notice of non-renewal. Non-renewal does not affect any rights or obligations accrued prior to the end of the then-current Term.

### 7.4 **Termination for Convenience by Customer**
Unless otherwise specified in an Order Form:

a) Customer may terminate the Subscription Plan for convenience with effect at the end of the then-current Term by giving written notice of non-renewal in accordance with Section 7.3; and
b) Customer may not terminate the Subscription Plan for convenience with effect during the Initial Term or any Renewal Term, and remains liable for all Fees due for the entire Term, except where Applicable Law grants Customer a mandatory right of early termination.

inAi may, at its sole discretion and without creating any precedent, agree in writing to an early termination requested by Customer, subject to such conditions (including payment of a termination fee or remaining Fees) as inAi may reasonably require.

### 7.5 **Termination for Cause**
Either party may terminate these Terms and any applicable Subscription Plan or Order Form, in whole or in part, with immediate effect by written notice if:

a) the other party commits a material breach of these Terms or the relevant Order Form and fails to remedy such breach within thirty (30) days after receipt of written notice specifying the breach in reasonable detail (or within any longer cure period expressly agreed in writing); or
b) the other party becomes subject to insolvency, liquidation or similar collective proceedings, or ceases to carry on business in the ordinary course, and, where and to the extent such termination is permitted by Applicable Law, such situation materially affects that party's ability to perform its payment or other material obligations under these Terms and such non-performance is not cured within any applicable cure period;

Without limiting the generality of the foregoing, the following shall be deemed material breaches on the part of Customer:

i) failure to pay undisputed Fees when due and failure to cure such non-payment within the time period specified in Section 4.8;
ii) repeated or serious violations of the Acceptable Use Policy or the provisions of Section 5;
iii) use of the Service in violation of Applicable Law that exposes inAi or its Sub-processors to material risk; or
iv) unauthorised resale, sublicensing or making the Service available to third parties in breach of these Terms.

### 7.6 **Termination or Suspension by inAi for Legal or Security Reasons**
inAi may, in addition to any other rights it may have, terminate these Terms or the relevant Subscription Plan with immediate effect, or suspend access to all or part of the Service, if:

a) inAi is required to do so by Applicable Law or by a binding order or instruction from a competent authority; or
b) continuing to provide the Service to Customer would, in inAi's reasonable opinion, create an unacceptable risk to the security, integrity or availability of the Service or to the rights and freedoms of individuals whose personal data are processed through the Service.

Where reasonably practicable and lawful, inAi shall inform Customer prior to such termination or suspension and, where possible, give Customer the opportunity to remedy or mitigate the underlying issue.

### 7.7 **Effects of Termination or Expiry**
Upon termination or expiry of these Terms or of a Subscription Plan for any reason:

a) all rights of access to and use of the Service granted to Customer under these Terms shall immediately cease for the relevant Subscription Plan;
b) Customer shall cease all use of the Service and inAi Materials and shall ensure that all Authorized Users do the same;
c) all amounts invoiced and not yet paid shall become immediately due and payable, and Customer shall pay all such amounts without delay, subject to any good-faith disputes notified in accordance with Section 6.5; and
d) each party shall, upon request of the other party and subject to Section 9 and the DPA, return or destroy the other party's Confidential Information, except for any copies that must be retained under Applicable Law or for legitimate record-keeping purposes.

Termination or expiry of these Terms or of a Subscription Plan shall not affect any provisions which, by their nature, are intended to survive, including but not limited to Sections 5 (Customer Obligations and Acceptable Use), 6 (Fees, Billing and Payment Terms) with respect to amounts due, 8 (Intellectual Property and Licenses), 9 (Data Protection and Security) as applicable, 11 (Warranties and Disclaimers), 12 (Limitation of Liability), 13 (Indemnities), 14 (Confidentiality), 17 (Governing Law and Dispute Resolution) and 18 (Miscellaneous).

### 7.8 **Data Export and Retention after Termination**
Without prejudice to the data-return and deletion obligations set out in the DPA with respect to personal data, for a limited period after termination or expiry of the relevant Subscription Plan (for example, thirty (30) days), inAi may allow Customer, upon request, to export certain Customer Content and/or Outputs from the Service in a standard, commonly used format. The exact scope and format of such export, as well as the duration of the export window, may be specified in the Documentation or agreed in an Order Form.

After the applicable export window, inAi may delete or anonymise Customer Content and Outputs from active systems, subject to:

a) any retention periods imposed by Applicable Law;
b) reasonable technical backups and archival copies that are routinely created and kept for system integrity and disaster recovery, which will be deleted in accordance with inAi's normal retention cycles; and
c) the rights and obligations of the parties under the DPA with respect to personal data. Customer is responsible for exporting and preserving any data it wishes to retain beyond the export window in compliance with Applicable Law and the DPA, and shall not hold inAi liable for deletion of Customer Content or Outputs in accordance with this Section 7.8, except to the extent that inAi fails to comply with the DPA or Applicable Law.

## 8. Intellectual Property and Licenses

### 8.1 **Ownership of the Service and inAi Materials**
Between the parties, inAi owns and shall retain all right, title and interest, including all intellectual property rights, in and to:

a) the Service and all inAi Materials;

b) any software, algorithms, models, architectures, user interfaces, designs, databases, workflows and Documentation used in or associated with the Service;

c) any updates, upgrades, improvements, modifications, derivative works, configurations and adaptations of the foregoing, whether created before or during the Term; and

d) any trademarks, trade names, logos and other distinctive signs used by inAi in relation to the Service.

No rights are granted to Customer in respect of the Service or inAi Materials other than those expressly set out in these Terms.

8.2 **License to Use the Service**

Subject to Customer's compliance with these Terms and timely payment of all applicable Fees, inAi grants to Customer, for the Term and solely for Customer's internal business purposes, a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to:

a) access and use the Service in accordance with the Documentation and the applicable Subscription Plan or Order Form; and

b) permit its Authorized Users to do the same, within the limits and restrictions set out in these Terms.

Any use of the Service beyond the scope of this license, including any use by or for the benefit of third parties without inAi's prior written consent, is strictly prohibited.

8.3 **Rights in Customer Content and Outputs**

**(a) Customer Content:** As between the parties, Customer owns and shall retain all right, title and interest in and to Customer Content.

**(b) Output.** As between the parties and without prejudice to Customer's rights in Customer Content, inAi grants to Customer a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free licence to use, reproduce, modify, distribute and otherwise exploit the Outputs for any lawful purpose. For clarity, this licence does not transfer to Customer any rights in the Service, inAi Materials or Service Data themselves. Customer acknowledges that inAi does not make any representation or warranty that Outputs will be free from third-party intellectual-property claims, and Section 12 (Limitation of Liability) applies in full to any such claims.

**(c) No Transfer of inAi IP:** Nothing in these Terms transfers to Customer any rights in the underlying inAi Materials, models, or Service Data used to generate the Outputs.

8.4 **License to inAi to Process Customer Content and Outputs**

Customer grants to inAi, for the Term and for such additional period as may be required under Sections 7.8 and 9, a worldwide, non-exclusive, royalty-free license to:

a) host, store, reproduce, process, transmit, display and otherwise use Customer Content and Outputs as necessary to provide, operate, maintain, secure, support and improve the

Service and any related services requested by Customer;
b) generate Service Data from Customer's use of the Service; and
c) create internal test datasets and non-production copies of Customer Content and Outputs solely for the purposes of testing, monitoring, troubleshooting, incident response, quality assurance, security assessments and performance optimisation of the Service.

This license includes the right for inAi to grant sub-licenses to its Sub-processors solely for the purposes set out above, subject to the data-processing and confidentiality obligations described in these Terms, the DPA and any applicable confidentiality agreements.

### 8.5 **Prohibition on Training General Models**
Notwithstanding the license granted in Section 8.4, inAi expressly covenants that it shall **not** access, use, or process Customer Content or Outputs to train, fine-tune, or improve any machine learning models, Large Language Models (LLMs), or foundation models that are:
a) made available to the public; or
b) used for the benefit of other customers of inAi (cross-tenant training).

**Permitted AI Processing:** inAi may use Customer Content solely to:
i) train or fine-tune models **exclusively** for Customer's own benefit (e.g., a custom glossary model isolated to Customer's workspace); and
ii) improve the structural performance of the Service (e.g., debugging parsing logic, layout understanding, or error detection) provided that such improvement does not result in the extraction or memorization of Customer's semantic content or trade secrets within the model weights.

Notwithstanding the foregoing, the Parties may, in a separate written agreement or addendum, agree on specific, limited uses of certain Customer Content or Outputs to train or improve models or components dedicated to Customer or to a defined group of customers, subject to appropriate safeguards and legal bases. Any such agreement shall be strictly opt-in and shall not affect the default position described above for other Customers or other data.

### 8.6 **Use of Service Data and Aggregated Data**
inAi may generate, collect and use Service Data in connection with Customer's use of the Service. inAi may process such Service Data for the purposes of:

a) operating, maintaining, monitoring and securing the Service;
b) generating statistics, analytics and metrics regarding the performance, reliability and use of the Service; and
c) developing, improving and enhancing the Service and other products and services of inAi.

To the extent that Service Data or any derived data is anonymised or aggregated such that it no longer identifies Customer or any individual, inAi may use such data without

restriction, including after the Term, provided that such use does not disclose Customer's identity or Confidential Information.

### 8.7 Restrictions on Use of the Service and inAi Materials

Except as expressly permitted in these Terms, Customer shall not, and shall not permit any third party to:

a) copy, frame, mirror, reproduce, modify, adapt, translate or create derivative works of the Service or inAi Materials;
b) decompile, disassemble, reverse engineer or otherwise attempt to extract or discover the source code, underlying ideas, algorithms, models or data structures of the Service or any part thereof, except to the extent such restriction is prohibited by Applicable Law and then only after giving prior written notice to inAi;
c) remove, obscure or alter any proprietary notices, trademarks, labels or attribution contained within the Service or inAi Materials; or
d) use any part of the Service or inAi Materials to develop, train, validate or improve a product or service that competes with the Service.

### 8.8 Feedback

Customer and its Authorized Users may from time to time provide suggestions, comments, ideas, requests for improvements, feedback or other input regarding the Service ("**Feedback**"). inAi may freely use, exploit and incorporate such Feedback into its products and services without any obligation, payment or restriction of any kind, provided that inAi shall not publicly attribute such Feedback to Customer without Customer's consent. Feedback shall not be deemed Confidential Information of Customer unless expressly agreed otherwise in writing.

### 8.9 Third-Party Services and Open-Source Components

The Service may interoperate with, or rely upon, certain Third-Party Services or open-source software components. To the extent that specific third-party or open-source license terms are identified in the Documentation or in the Service, such terms shall be deemed incorporated by reference into these Terms solely for the relevant components.

Customer acknowledges that:

a) Third-Party Services are provided by third parties under their own terms and conditions;
b) inAi does not control or endorse Third-Party Services and is not responsible for their content, behaviour or availability; and
c) Customer's use of Third-Party Services in conjunction with the Service may require Customer to enter into separate agreements with the relevant third parties.

Nothing in this Section 8.9 limits or excludes any rights Customer may have under mandatory provisions of Applicable Law regarding open-source software licenses.

## 9. Data Protection and Security

### 9.1 Roles of the Parties under Data Protection Law
For the purposes of Applicable Law on the protection of personal data:

a) in relation to personal data contained in Customer Content and processed by inAi on behalf of Customer through the Service, Customer acts as controller (or equivalent under Applicable Law) and inAi acts as processor (or equivalent), as further detailed in the DPA; and
b) in relation to personal data collected and processed by inAi for its own purposes in connection with the operation of its business (such as Account administration, billing, support, security monitoring, analytics and marketing), inAi acts as controller and processes such data in accordance with its Privacy Policy.

Customer shall ensure that it has all necessary legal bases and has complied with all legal requirements (including providing adequate transparency and, where required, obtaining consent) in order to lawfully transfer personal data to inAi and have such data processed in connection with the Service.

### 9.2 Data Processing Agreement
When Customer uses the Service in a manner that involves the processing of personal data by inAi as processor on behalf of Customer, the DPA forms an integral part of these Terms and shall govern such processing. In the event of conflict between these Terms and the DPA with respect to the subject matter of the DPA, the DPA shall prevail.

Customer may obtain a copy of the DPA via the Legal Hub or other means communicated by inAi. By using the Service in a way that involves the processing of personal data, Customer agrees to the DPA.

### 9.3 Sub-processors
Customer authorises inAi to engage Sub-processors to process personal data on Customer's behalf in connection with the Service, subject to the conditions set out in the DPA. inAi shall:

a) impose on all Sub-processors data-protection obligations that are at least as protective as those set out in the DPA; and
b) remain responsible to Customer for the performance of its Sub-processors' obligations, subject to the limitations of liability set out in these Terms.

inAi shall maintain an up-to-date list of Sub-processors involved in the provision of the Service and shall make this list available to Customer via the Legal Hub or another appropriate channel. Where required by the DPA, inAi shall inform Customer of the addition or replacement of Sub-processors, and Customer may object to such changes in accordance with the mechanisms set out in the DPA.

### 9.4 Data Location and International Transfers
inAi shall host and process personal data in data centres located within the European

Union or such other locations as may be agreed in the DPA or an Order Form. To the extent that personal data is transferred to a country outside the European Economic Area in a manner that is subject to cross-border transfer restrictions under Applicable Law, inAi shall ensure that such transfers are made under an adequate transfer mechanism recognised by Applicable Law (for example, standard contractual clauses or an adequacy decision), as further described in the DPA.

### 9.5 Security Measures

inAi shall implement and maintain appropriate technical and organisational measures designed to protect personal data and Customer Content against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks to data subjects.

Such measures may include, as appropriate:

a) logical and physical access controls;
b) encryption in transit and at rest for relevant categories of data;
c) network segmentation and hardened infrastructure;
d) logging, monitoring and anomaly detection;
e) backup and disaster-recovery procedures; and
f) regular security testing, audits or assessments.

A high-level description of inAi's security measures may be provided in a Security & Data Protection Overview or similar document made available to Customer. Customer is responsible for assessing whether these measures meet its own obligations under Applicable Law and for implementing any additional security measures required in its own environment.

### 9.6 Data Breach Notification

If inAi becomes aware of a personal data breach affecting personal data processed on Customer's behalf through the Service, inAi shall:

a) notify Customer without undue delay after becoming aware of the breach; and
b) provide Customer with information about the breach as required by Applicable Law and as reasonably available to inAi, to enable Customer to comply with its own reporting obligations.

inAi's notification shall not be construed as an admission of fault or liability. Customer is responsible for assessing whether to notify the competent supervisory authority or affected data subjects and for complying with any such obligations.

### 9.7 Customer's Data Protection Responsibilities

Customer remains responsible for:

a) configuring and using the Service in a manner that complies with Applicable Law, including privacy-by-design and privacy-by-default principles where applicable;

b) determining the categories of personal data that may be uploaded to or processed via the Service and ensuring that no special categories of personal data or other sensitive data are processed unless this has been expressly agreed in advance;
c) implementing appropriate access controls, user management and internal policies to protect personal data; and
d) fulfilling its own obligations under Applicable Law towards data subjects, including providing them with appropriate information and responding to their requests.

### 9.8 **Data Retention and Deletion**

inAi shall retain personal data and Customer Content processed on behalf of Customer only for as long as necessary to provide the Service, fulfil its legal obligations, resolve disputes, enforce its rights, and maintain adequate business records, in accordance with these Terms, the DPA and Applicable Law.

Upon expiry or termination of the relevant Subscription Plan and after any applicable export window described in Section 7.8, inAi shall delete or anonymise personal data and Customer Content from active systems, subject to:

a) any retention obligations imposed by Applicable Law; and
b) the retention of backup copies that are regularly overwritten in accordance with inAi's standard retention cycles.

The specific procedures and timelines for deletion of personal data are further described in the DPA.

## 10. AI-Specific and Registry-Specific Terms

### 10.1 **Use of AI Technologies**

Customer acknowledges that the Service uses artificial intelligence and machine-learning techniques, including large language models and other automated components, to analyse Customer Content and generate Outputs and Evidence. Such AI components rely on patterns learned from training data and may not always behave deterministically.

Customer understands and agrees that:

a) AI-generated elements of Outputs and Evidence may be incomplete, inaccurate, ambiguous or inconsistent;
b) the same input may, in some cases, yield different outputs over time, especially as models or configurations are updated; and
c) AI components may exhibit limitations, biases or errors that cannot be fully eliminated despite reasonable efforts by inAi.

### 10.2 **Transparency and Explanation Features**

Where available, the Service may provide features that enhance transparency and traceability of AI-assisted processing, such as:

a) Evidence linking specific outputs to document fragments or Registry entries;
b) hashes, configuration fingerprints and logs that capture the state of the system at the time of processing; and
c) QA flags, warnings or confidence signals indicating potential issues or missing data.

Customer shall familiarise itself with such features and incorporate them into its own review and QA processes. However, these features are inherently limited and do not constitute a complete explanation of all internal model operations.

### 10.3 Customer Obligations for Safe Use of AI
Customer agrees to:

a) implement and maintain appropriate human review mechanisms and controls around any use of AI-generated Outputs, particularly where such Outputs may have legal, safety, regulatory or reputational implications;
b) ensure that Authorized Users are informed of the limitations of AI and are trained to interpret Outputs and Evidence cautiously;
c) avoid using AI-generated Outputs in a way that is misleading, deceptive or likely to cause harm to consumers or third parties; and
d) not represent AI-generated Outputs as being error-free, guaranteed or officially endorsed by any public authority, Registry operator or inAi.

### 10.4 Registry and Official Data Disclaimers (Verify.EU)
Where the Service retrieves information from a Registry (e.g., EPREL):

a) **Technical Role:** inAi acts solely as a technical gateway to retrieve and display Registry data. inAi does not create, validate, or certify this data.
b) **Source Responsibility:** Customer acknowledges that the Registry operator (e.g., the EU Commission) is solely responsible for the availability and accuracy of the source data. inAi is not liable for discrepancies caused by Registry errors or API failures.
c) **Obligation of means only.** inAi will use commercially reasonable efforts to retrieve and display Registry data as it is returned by the relevant Registry APIs, but does not guarantee that such data will be successfully retrieved, displayed, complete, accurate or up to date. Any claim arising from a failure of this transmission or display is subject to the limitations and exclusions of liability set out in Section 12.
d) **Verification Duty:** Customer shall not use Verify.EU outputs as a defence in regulatory proceedings without having independently verified the data against the official Registry website.

To the maximum extent permitted by Applicable Law, inAi shall have no liability for any fines, penalties, warning letters, mandatory corrective actions, or similar measures imposed by regulators or marketplace operators that arise from Customer's reliance on or failure to verify Registry data, Outputs, or Evidence, it being understood that such measures are solely a consequence of Customer's own regulatory and contractual obligations.

e) For the avoidance of doubt, any use of the Verification Module or of Registry data by Customer is at Customer's own risk. Customer shall not rely on the Service, Outputs or Evidence as proof of compliance vis-à-vis regulators, marketplaces or other third parties, and remains solely responsible for independently validating Registry data and demonstrating its own compliance.

## 10.5 No Official Status or Certification

inAi is not a government body, regulator, notified body, conformity-assessment organisation or official representative of any public authority or Registry. Neither the Service nor any Outputs or Evidence:

a) constitute an official registration, notification, permit, certification, label or approval; or
b) relieve Customer from any obligation to file information, obtain approvals, maintain documentation or otherwise comply with its regulatory duties.

Customer remains solely responsible for determining whether it has met all applicable legal and regulatory requirements, regardless of the information or assistance provided by the Service.

## 10.6 Algorithmic and Model Updates

inAi may from time to time update or replace the AI models, algorithms and configurations used by the Service, in order to improve performance, reliability, compliance or security. Such changes may affect how Outputs and Evidence are generated.

inAi will use commercially reasonable efforts to ensure that such updates do not materially degrade the core functionality of the Service. Customer acknowledges, however, that:

a) certain Outputs may differ across time as models evolve; and
b) prior Outputs may not be reproducible with exact identity in future runs, even under similar conditions, due to model or configuration changes.

Where reproducibility is legally or operationally important for Customer, Customer should export and archive Outputs, Evidence and relevant configuration metadata at the time of processing and, where appropriate, complement such data with Customer's own records.

## 10.7 Prohibited high-risk uses of AI

The Service is not designed or intended to be used as part of an AI system that is, under Applicable Law, classified as "high-risk" (for example in connection with biometric identification, credit scoring, access to essential public services, or safety-critical systems), unless the Parties have expressly agreed otherwise in a separate written agreement defining the respective roles, responsibilities and compliance measures. Customer shall not use the Service in such high-risk contexts without such an agreement and shall remain solely responsible for any such use.

# 11. Warranties and Disclaimers

### 11.1 **Limited Warranty on the Service**
inAi warrants that, during the Term:

a) the core technical functionalities of the Service will substantially conform in all material respects to the applicable Documentation, when used in accordance with such Documentation and these Terms; for clarity, such warranty does not extend to the accuracy, completeness, or legal sufficiency of any Outputs, Evidence, or Registry data retrieved through the Service; and
b) inAi will perform any support and related services with reasonable skill and care, in accordance with generally accepted industry standards.

Customer's exclusive remedies for breach of the foregoing warranty shall be as set out in Section 11.4 and Section 12.

### 11.0 **Nature of inAi's obligations**
The parties expressly agree that, in relation to the Service, inAi is subject only to an obligation de moyens, not to an obligation de résultat. In particular, inAi undertakes to implement commercially reasonable technical and organisational measures and industry-standard care in providing access to the Service as described in these Terms and the Documentation, but does not guarantee the achievement of any specific business, financial, operational or compliance result.

### 11.2 **Exclusions from Warranty**
The limited warranty in Section 11.1 does not apply to any non-conformity resulting from:

a) use of the Service contrary to these Terms, the Documentation or inAi's instructions;
b) any modification of the Service or inAi Materials by anyone other than inAi or its authorised subcontractors;
c) failure of Customer's own systems, networks or Third-Party Services;
d) Customer's use of the Service in combination with products, services or data not supplied or expressly approved by inAi;
e) force majeure events, as described in Section 16; or
f) Beta Features, Trials, pilots or any use of the Service provided free of charge, which are provided "as is" without warranty.

### 11.3 **Warranty Claim Procedure**
To claim that the Service does not conform to the warranty in Section 11.1, Customer must:

a) notify inAi in writing without undue delay and in any event within thirty (30) days of becoming aware of the alleged non-conformity;
b) provide sufficient detail and examples of the issue to allow inAi to investigate; and
c) cooperate reasonably with inAi's efforts to diagnose and reproduce the issue.

If inAi confirms that the Service does not conform to the warranty, inAi shall use commercially reasonable efforts to correct the non-conformity or provide a workaround. If inAi is unable to correct the non-conformity within a reasonable period, Customer may be entitled to the remedies specified in the applicable Order Form or, in the absence of such provisions, may terminate the affected Subscription Plan with respect to the non-conforming portion of the Service and receive a pro rata refund of prepaid Fees for the unused remaining Term for that portion.

## 11.4 **Exclusive Remedies**

Except as expressly provided otherwise in these Terms or an Order Form, Customer's sole and exclusive remedies for any failure of the Service to conform to the warranty in Section 11.1 are:

a) correction of the non-conformity by inAi within a reasonable time;
b) where available, allocation of service credits as set out in an applicable service-level agreement; or
c) if inAi is unable to correct a material non-conformity within a reasonable time, termination of the affected Subscription Plan and receipt of a pro rata refund of prepaid Fees for the unused remaining Term for the non-conforming portion of the Service.

## 11.5 **Disclaimer of Warranties**

Except for the express warranties set out in these Terms, the Service, Outputs, Evidence, Documentation and all inAi Materials are provided "as is" and "as available". To the fullest extent permitted by Applicable Law, inAi and its affiliates, Sub-processors and licensors expressly disclaim all other warranties, representations and conditions, whether express, implied, statutory or otherwise, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, quiet enjoyment or accuracy.

Without limiting the foregoing, inAi does not warrant that:

a) the Service will be error-free, uninterrupted, secure, or free from vulnerabilities;
b) any particular result, outcome, saving or performance improvement will be achieved through the use of the Service; or
c) Outputs, Evidence or any data obtained via the Service (including Registry data) will be free from errors, omissions or inaccuracies.

Customer acknowledges that it has not relied on any representations, statements or warranties that are not expressly set out in these Terms.

## 11.6 **No Warranty as to Legal or Regulatory Compliance**

inAi does not warrant and shall not be responsible for:

a) Customer's compliance with any legal, regulatory or contractual obligations;
b) the adequacy of Customer's internal policies, workflows or QA processes; or
c) the correctness or completeness of any legal, regulatory or compliance-related interpretations that Customer or third parties may derive from use of the Service.

Customer remains solely responsible for ensuring its compliance with Applicable Law and for obtaining any necessary professional advice.

### 11.7 **Nature of AI Guardrails**

Customer acknowledges that features described as "safeguards," "filters," or "blocking rules" (including the "No Evidence, No Publish" logic) rely on probabilistic AI models.
a) **Heuristic Nature:** These features function as heuristic aids, not deterministic logic gates.
b) **No Guarantee:** inAi does not warrant that these features will prevent 100% of unsupported data from being processed or output.
c) **Remedy:** A failure of such a safeguard to catch a specific error does not constitute a breach of warranty, provided the Service generally conforms to its documentation.

Customer acknowledges that such safeguards are heuristic aids only and may fail to detect or block specific problematic content or situations. Any such failure shall not, in itself, constitute a defect of the Service or a breach of these Terms, provided the Service otherwise substantially conforms to the Documentation in accordance with Section 11.1.

## 12. Limitation of Liability

### 12.1 **Types of Excluded Damages**

To the maximum extent permitted by Applicable Law, neither party shall be liable to the other party under or in connection with these Terms, whether in contract, tort (including negligence), strict liability or otherwise, for any:

a) loss of profits, revenue or anticipated savings;
b) loss of business, contracts, opportunities or goodwill;
c) loss or corruption of data or restoration of data (except to the extent directly caused by a failure of the Service to perform backup or restoration functions expressly committed to in writing);
d) business interruption or downtime costs; or
e) any indirect, consequential, incidental, special, exemplary or punitive damages,

even if such party has been advised of the possibility of such damages or such damages were reasonably foreseeable.
The exclusions in this Section 12.1 relate to categories of damages and do not limit Customer's obligation to pay the Fees, interest and recovery costs that are due under Section 6.

For clarity, and to the extent permitted by Applicable Law, the parties agree that administrative fines, regulatory penalties, and amounts paid to marketplaces or platforms as contractual penalties shall be treated as indirect or consequential losses for the purposes of this Section 12.1.

## 12.1A **Regulatory fines and contractual penalties**

To the maximum extent permitted by Applicable Law, and without prejudice to the powers of supervisory or regulatory authorities under such law, the parties expressly agree that, as between inAi and Customer:

(a) any administrative fines, sanctions, corrective measures or other penalties imposed by a supervisory authority or other regulator, and any contractual penalties, platform charges or other amounts imposed by marketplaces, platforms or business partners, that primarily result from Customer's acts or omissions (including its configuration or use of the Service, its failure to verify Outputs or Evidence, or its failure to comply with Applicable Law), shall be borne by Customer; and

(b) Customer shall indemnify and hold harmless inAi against any such amounts to the extent they arise from Customer's breach of these Terms, the DPA or Applicable Law, subject to the limitations set out in Section 12.2.

## 12.2 **Aggregate Liability Cap**

Subject to Sections 12.3 and 12.4:

(a) Each party's total aggregate liability to the other party arising out of or in connection with these Terms, whether in contract, tort (including negligence), strict liability or otherwise, excluding any liability covered by Section 12.2(b), shall in no event exceed an amount equal to the total Fees actually paid by Customer to inAi under the relevant Subscription Plan during the twelve (12) months immediately preceding the event giving rise to the first claim (or, if the event occurs during the Initial Term and less than twelve (12) months of Fees have been paid, the Fees payable for the Initial Term).

(b) Each party's total aggregate liability to the other party arising specifically from (i) a proven breach of Section 14 (Confidentiality) or (ii) a proven breach by inAi of its data-protection obligations under Section 9 and the DPA leading to an enforceable decision against Customer by a competent supervisory authority or court, shall in no event exceed one hundred and fifty percent (150%) of the amount defined in Section 12.2(a).

(c) Where Customer has multiple Subscription Plans, the caps in Sections 12.2(a) and 12.2(b) shall be calculated separately for each Subscription Plan and shall apply only to claims arising in relation to that Subscription Plan.

(d) The limitations in this Section 12.2 shall not apply to: (i) Customer's obligation to pay Fees, interest and recovery costs under Section 6; or (ii) Customer's indemnity obligations under Section 13.1. For the avoidance of doubt, inAi's indemnity obligations under Section 13.2 remain subject to the limitations in this Section 12, except as otherwise expressly provided in an Order Form or separate agreement.

This contractual limitation of liability applies only to the extent permitted by Applicable Law and does not limit any liability that cannot be limited or excluded under such law, including liability for wilful misconduct (*dol*), and, where and to the extent the law so provides, gross negligence (*faute lourde*).

Notwithstanding the foregoing, if Customer is using the Service under a Free Trial, Beta, or Pilot plan for which no fees are paid, Provider's total aggregate liability shall be limited to one thousand euros (€1,000).

In all cases, the caps in this Section 12.2 operate without prejudice to Section 12.4 (Non-excludable Liability).

### 12.2A Essential obligations

The parties acknowledge that the essential obligation of inAi under these Terms is to provide the Service with reasonable skill and care as described in Section 11.1, as an obligation de moyens. The limitations and exclusions of liability in this Section 12 are not intended to, and do not, deprive this essential obligation of its substance within the meaning of Article 1170 of the French Civil Code.

### 12.3 Specific Liability Regimes (Optional or Contractually Extended)

If the parties agree in an Order Form or separate agreement on specific liability regimes for certain categories of claims (for example, data incidents or IP infringement claims), such regimes may:

a) provide for a different cap for those specific categories; or
b) apply in addition to or instead of the general cap in Section 12.2,

in each case only to the extent expressly stated in such Order Form or agreement. In the absence of such specific provisions, the general cap in Section 12.2 applies.

### 12.4 Non-excludable Liability

Nothing in these Terms shall operate to exclude or limit either party's liability to the extent that such exclusion or limitation is prohibited by Applicable Law, including liability for:
a) death or personal injury caused by that party's negligence;
b) fraud or fraudulent misrepresentation;
c) that party's wilful misconduct (dol); or
d) where and to the extent such limitation or exclusion is prohibited by Applicable Law, that party's gross negligence (faute lourde).

To the extent that Applicable Law does not allow a disclaimer or exclusion of implied warranties or certain types of damages, such disclaimers and exclusions shall apply only to the fullest extent permitted by law.

### 12.5 Allocation of Risk

The parties agree that the limitations and exclusions of liability set out in these Terms:

a) are reasonable and have been taken into account when determining the Fees and other commercial terms;
b) allocate the risk between the parties in a manner that is an essential basis of the bargain; and
c) shall apply even if any remedy fails of its essential purpose.

### 12.6 Claims and Time Limits

Except where a longer limitation period is required by Applicable Law, any claim or cause of action arising out of or in connection with these Terms must be notified in writing to the other party within twelve (12) months after the date on which the claiming party first

became aware, or ought reasonably to have become aware, of the facts giving rise to the claim. Any claim not notified within this period shall be deemed waived and time-barred, without prejudice to any mandatory statutory limitation periods that cannot be shortened by contract.

## 13. Indemnities

### 13.1 Customer Indemnity
Customer shall indemnify, defend and hold harmless inAi and its affiliates, officers, directors, employees and Sub-processors ("**inAi Indemnified Parties**") from and against any and all third-party claims, actions, proceedings, demands, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

a) Customer Content, including any allegation that Customer Content infringes or misappropriates any intellectual property, trade secret, privacy, confidentiality or other rights of a third party, or violates Applicable Law;
b) use of the Service by Customer or its Authorized Users in violation of these Terms, the Acceptable Use Policy or Applicable Law, including any misleading or unlawful product information, advertising, labelling or use of Outputs or Evidence, including any resulting regulatory investigations, warning letters, or fines to the extent permitted by Applicable Law;
c) Customer's failure to implement adequate human oversight, QA processes or internal controls, where such failure contributes to a third-party claim or regulatory action; or
d) any use of Outputs or Evidence by Customer or its Authorized Users in a way that causes harm to consumers or third parties, including reliance on Outputs or Evidence without appropriate validation.

This indemnity shall not apply to the extent that the alleged damage is caused solely by a breach of these Terms by inAi.

### 13.2 inAi Indemnity for IP Infringement (Optional / Limited)
Subject to Sections 12 and 13.4, inAi shall indemnify, defend and hold harmless Customer and its officers and directors ("**Customer Indemnified Parties**") from and against any third-party claim alleging that the Service, when used by Customer in accordance with these Terms and the Documentation, directly infringes a copyright, patent, trademark or other intellectual property right of that third party in the jurisdiction where the Service is provided.

The foregoing indemnity is subject to the following conditions:

a) Customer promptly notifies inAi in writing of the claim, providing reasonable detail;
b) inAi has sole control over the defence and settlement of the claim (except that inAi may not settle any claim in a manner that imposes any admission of liability or payment obligation on Customer without Customer's prior written consent, not to be unreasonably

withheld); and
c) Customer provides all reasonable cooperation and assistance requested by inAi, at inAi's expense.

### 13.3 **Exclusions from inAi IP Indemnity**
The indemnity in Section 13.2 shall not apply to claims resulting from:

a) use of the Service in combination with software, hardware, data or processes not provided or expressly authorised by inAi, where the infringement would not have occurred but for such combination;
b) modification of the Service or inAi Materials by anyone other than inAi or its authorised subcontractors;
c) use of the Service after inAi has notified Customer of, and made available, a modification or alternative that would have avoided the alleged infringement;
d) use of the Service not in accordance with these Terms or the Documentation; or
e) Customer Content, Outputs or any Third-Party Services.

### 13.4 **Mitigation and Remedies for IP Claims**
If the Service is, or in inAi's reasonable opinion is likely to be, the subject of an IP infringement claim, inAi may, at its option and expense:

a) obtain for Customer the right to continue using the Service;
b) modify or replace the Service so that it becomes non-infringing while providing substantially equivalent functionality; or
c) if options (a) and (b) are not commercially reasonable, terminate the affected Subscription Plan and refund to Customer any prepaid Fees relating to the unused portion of the Term for the affected portion of the Service.

The remedies set out in this Section 13.4, together with the indemnity obligations in Section 13.2 and the liability limitations in Section 12, constitute Customer's sole and exclusive remedies for any IP infringement claims relating to the Service.

### 13.5 **Indemnification Procedure**
A party seeking indemnification under this Section 13 ("**Indemnified Party**") shall:

a) promptly notify the other party ("**Indemnifying Party**") in writing of any claim for which it seeks indemnification, specifying the nature of the claim in reasonable detail;
b) allow the Indemnifying Party to assume sole control of the defence and settlement of the claim, subject to the limitations set out in this Section; and
c) provide the Indemnifying Party with all reasonable cooperation, information and assistance, at the Indemnifying Party's expense, as may be necessary to defend or settle the claim, provided that such cooperation does not require the Indemnified Party to disclose information subject to legal privilege or trade secrets unrelated to the claim.

Failure by the Indemnified Party to comply with the notice obligations in this Section shall relieve the Indemnifying Party of its indemnity obligations only to the extent that such failure materially prejudices the Indemnifying Party's defence of the claim.

# 14. Confidentiality

## 14.1 Definition of Confidential Information

For the purposes of these Terms, "**Confidential Information**" means any non-public or proprietary information disclosed by or on behalf of one party ("**Disclosing Party**") to the other party ("**Receiving Party**") in connection with these Terms or the Service, whether orally or in writing, in any form or medium, and whether or not marked or identified as confidential, including:

a) business, commercial, financial, technical or strategic information;
b) product roadmaps, designs, architectures, security information and Documentation;
c) Customer Content and Outputs;
d) details of the Service's configuration, pricing and commercial terms; and
e) any information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information does not include information that the Receiving Party can demonstrate:

i) is or becomes publicly available without breach of these Terms;
ii) was lawfully known to the Receiving Party before disclosure by the Disclosing Party;
iii) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or
iv) is lawfully obtained from a third party without breach of any obligation of confidentiality.

## 14.2 Confidentiality Obligations

The Receiving Party shall:

a) use the Confidential Information of the Disclosing Party solely for the purposes of performing its obligations or exercising its rights under these Terms;
b) not disclose such Confidential Information to any third party except as expressly permitted in these Terms; and
c) protect such Confidential Information against unauthorised use, access or disclosure using at least the same degree of care as it uses to protect its own information of a similar nature, and in no event less than a reasonable degree of care.

## 14.3 Permitted Disclosures

The Receiving Party may disclose the Disclosing Party's Confidential Information:

a) to its and its affiliates' employees, officers, directors, professional advisers, auditors, insurers and subcontractors who need to know such information for the purposes of these Terms and who are bound by confidentiality obligations at least as protective as those set out in this Section; and
b) to the extent required by Applicable Law, court order or request from a competent authority, provided that (unless prohibited by law) the Receiving Party gives the Disclosing Party reasonable prior notice and cooperates reasonably (at the Disclosing Party's cost) in any effort to limit or contest the required disclosure.

### 14.4 **Return or Destruction**

Upon termination or expiry of these Terms, or upon the Disclosing Party's written request, the Receiving Party shall, subject to Section 7.8 and Section 9:

a) return or destroy the Disclosing Party's Confidential Information under its control; and
b) confirm in writing, upon request, that it has complied with this obligation,

except that the Receiving Party may retain copies of Confidential Information:

i) in accordance with its standard backup or archival procedures, which will remain subject to the confidentiality obligations herein; or
ii) where retention is required by Applicable Law or for the establishment, exercise or defence of legal claims.

### 14.5 **Duration of Confidentiality Obligations**

The obligations in this Section 14 shall apply for the Term and shall survive for a period of five (5) years after termination or expiry of these Terms. For Confidential Information that qualifies as a trade secret under Applicable Law, the obligations in this Section shall continue for as long as such information remains a trade secret.

## 15. Modifications to the Service and to the Terms

### 15.1 **Modifications to the Service**

inAi may modify, enhance, update or otherwise change the Service from time to time, including by:

a) introducing new features or modules;
b) updating or replacing existing features, models or integrations; or
c) removing or discontinuing features that are obsolete, low usage or impractical to maintain.

Such modifications may be applied automatically without prior notice, provided that they do not materially reduce the core functionality of the Service under Customer's current Subscription Plan during the then-current Term. Where a change is likely to materially reduce the core functionality relied upon by Customer, inAi will provide reasonable prior notice and, if the change materially adversely affects Customer's use of the Service, Customer may exercise any termination right set out in Section 7.5, without prejudice to any statutory rights.

### 15.2 **Modifications to Policies and Documentation**

inAi may update or amend the Documentation, Acceptable Use Policy, Security & Data Protection Overview, Sub-processor list, DPA and other related policies from time to time to reflect:

a) changes in the Service;
b) evolving security practices;

c) organisational or legal changes; or
d) clarifications or corrections.

Where such updates materially affect Customer's rights or obligations, inAi shall provide notice in accordance with Section 15.3 and, where applicable, the DPA. Non-material updates, clarifications or corrections may be applied without specific notice.

### 15.3 Modifications to these Terms
inAi may revise these Terms from time to time. When inAi does so, it will:

a) post the updated version of the Terms at the location where the current Terms are made available; and
b) where the changes are material for existing customers, notify Customer via email and/or in-product notification reasonably in advance of the effective date of the changes.

Unless a different effective date is specified in the notice, the updated Terms will apply from the start of the next Renewal Term. If Customer does not agree to the revised Terms, Customer may prevent renewal by giving notice of non-renewal in accordance with Section 7.3. Continued use of the Service after the updated Terms have become effective constitutes acceptance of the updated Terms.

### 15.4 Customer-Specific Amendments
Any amendments or deviations from these Terms requested by Customer and agreed by inAi shall only be valid if documented in writing in an Order Form or separate written agreement signed by duly authorised representatives of both parties. In the event of conflict between such agreed amendments and these Terms, the amendments shall prevail solely with respect to the subject matter they address.

## 16. Force Majeure

### 16.1 Definition and Effect
Neither party shall be liable for any failure or delay in performing its obligations under these Terms (other than payment obligations) to the extent such failure or delay is directly caused by a Force Majeure Event.

### 16.2 Notification and Mitigation
The affected party shall:

a) promptly notify the other party of the Force Majeure Event and its expected impact on performance;
b) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable; and
c) keep the other party reasonably informed of developments.

### 16.3 Extended Force Majeure
If a Force Majeure Event continues for a period of more than sixty (60) consecutive days

and materially prevents either party from performing its material obligations, either party may terminate the affected Subscription Plan or these Terms, in whole or in part, upon written notice to the other party, without liability for such termination, except for amounts accrued prior to the effective date of termination.

## 17. Governing Law and Dispute Resolution

### 17.1 Governing Law
These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of France, without giving effect to any conflict-of-law rules that would lead to the application of the laws of another jurisdiction.

### 17.2 Jurisdiction
Subject to Section 17.3, the parties irrevocably agree that the competent courts within the jurisdiction of the registered office of inAi shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims), and each party waives any objection to proceedings in such courts on the grounds of improper venue or inconvenient forum.

### 17.3 Amicable Resolution and Mediation
Before initiating court proceedings, the parties shall use reasonable efforts to resolve any dispute, controversy or claim arising out of or in connection with these Terms through good-faith negotiations between persons with decision-making authority. If the dispute has not been resolved within thirty (30) days after written notice of the dispute by one party to the other, either party may initiate proceedings before the competent courts in accordance with Section 17.2.

The parties may mutually agree to submit their dispute to mediation or another form of alternative dispute resolution before or in parallel with court proceedings. Unless otherwise agreed, such processes shall not suspend the parties' right to seek interim or protective measures from the courts.

### 17.4 Injunctive Relief and Interim Measures
Nothing in these Terms prevents either party from seeking urgent interim or injunctive relief from a competent court at any time, in particular to protect its intellectual property rights, Confidential Information or data, or to prevent unauthorised use of the Service.

## 18. Miscellaneous

### 18.1 **Assignment**
Customer may not assign, transfer or novate any of its rights or obligations under these Terms, in whole or in part, without the prior written consent of inAi, except in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of Customer's assets or business to a successor entity that is not a competitor of inAi and that assumes all of Customer's obligations under these Terms in writing. inAi may assign or transfer its rights and obligations under these Terms without Customer's consent:

a) to any affiliate of inAi; or
b) in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets or business relating to the Service.

Any assignment in breach of this Section 18.1 shall be null and void.

### 18.2 **Subcontracting**
inAi may subcontract or delegate the performance of its obligations under these Terms, in whole or in part, to third parties, including Sub-processors, provided that inAi remains responsible for the performance of its contractual obligations, subject to the limitations of liability set forth in these Terms.

### 18.3 **Relationship of the Parties**
The parties are independent contractors. Nothing in these Terms shall be construed as creating a partnership, joint venture, agency, franchise, fiduciary or employment relationship between the parties. Neither party has the authority to bind the other party or to incur obligations on its behalf, unless expressly stated otherwise in these Terms.

### 18.4 **Entire Agreement and Order of Precedence**
These Terms, together with any Order Forms, the DPA and any policies or documents referenced herein, constitute the entire agreement between the parties with respect to the subject matter of the Service and supersede all prior or contemporaneous agreements, understandings, representations or warranties, whether written or oral, relating to the same subject matter. In the event of any conflict or inconsistency between:
a) an executed master service agreement or written amendment and these Terms, the executed agreement or amendment shall prevail;
b) an Order Form and these Terms, the Order Form shall prevail with respect to the subject matter of that Order Form; and
c) these Terms and any policy, Documentation or other document referenced herein (including the Privacy Policy, Security & Data Protection Overview and Sub-processor list), these Terms shall prevail, except where the referenced document expressly states that it prevails and only for the subject matter specified.

For the avoidance of doubt, where there is a conflict between these Terms or any Order Form and the DPA in relation to the processing of personal data, the DPA shall prevail as described in Section 9.2.

### 18.5 **Severability**
If any provision of these Terms is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and the remaining provisions shall remain in full force and effect.

### 18.6 **No Waiver**
No failure or delay by either party in exercising any right, power or remedy under these Terms shall operate as a waiver of that or any other right, power or remedy, nor shall any single or partial exercise of such right, power or remedy preclude any other or further exercise of it. Any waiver must be in writing and signed by the waiving party to be effective.

### 18.7 **Third-Party Beneficiaries**
Except as expressly provided in these Terms (for example, in relation to indemnified parties), these Terms are for the sole benefit of the parties and their permitted successors and assigns, and do not create any rights in favour of any other person or entity.

### 18.8 **Notices**
Any formal notices required or permitted under these Terms shall be in writing and shall be deemed to have been duly given:

a) when delivered personally;
b) when sent by registered or recorded delivery mail, return receipt requested, to the registered office or other address notified by the receiving party; or
c) when sent by email to the email address designated by the receiving party for notices, provided that no error message is received and a hard copy is also sent by mail upon request.

For notices to inAi, the contact details are those indicated in the Legal Notice and/or Order Form, as updated from time to time. For notices to Customer, the contact details are those specified in the Account or applicable Order Form.

### 18.9 **Language**
Unless otherwise agreed in writing, these Terms are drawn up in English. If these Terms are translated into another language, the English version shall prevail in case of any discrepancy or inconsistency.

### 18.10 **Headings**
Headings and section titles in these Terms are for convenience only and shall not affect the interpretation of any provision.

### 18.11 **Convention of Proof.**
In accordance with Article 1368 of the French Civil Code, the Parties agree that any information inAi's systems relating to the use of the Service, including logs, connection data, audit trails, configuration fingerprints, run reports, Evidence objects and other digital records generated or stored by inAi, shall constitute admissible and prima facie proof of the facts they document, until proven otherwise by any means by Customer.