Alauda AI Supplemental Terms

Supplement to the Alauda Enterprise Agreement and Subscription Terms

These Alauda AI Supplemental Terms ("**AI Terms**") apply to your use of Alauda AI and of AI models made available by Alauda, and supplement the Alauda Enterprise Agreement available at https://www.alauda.io/legal/enterprise-agreement (the "Agreement") and the Alauda Subscription Terms available at https://www.alauda.io/legal/subscription-terms (including Exhibit C thereto). Where these AI Terms are incorporated by reference into the Alauda End User License Agreement available at https://www.alauda.io/legal/eula (the "EULA"), they also supplement and form part of the EULA; if you are not a party to the Agreement or the Subscription Terms, (i) a reference in these AI Terms to a specific provision of either document incorporates only that provision for the purpose of that reference and does not incorporate the remainder of that document, and (ii) any other reference to either document applies only if that document is otherwise applicable to you. Capitalized terms not defined in these AI Terms have the meanings given in the Agreement or the Subscription Terms. In the event of a conflict between these AI Terms and the Agreement or the Subscription Terms with respect to the subject matter of these AI Terms (including Alauda Models, Model Derivatives, Inputs, and Outputs), these AI Terms control.

Alauda may modify these AI Terms by posting a revised version at https://www.alauda.io/legal/ai-supplemental-terms, or by providing notice using other reasonable means. If you do not agree to the revised version: (a) the existing AI Terms will continue to apply to Subscriptions you have purchased as of the date of the update for the remainder of the then-current Subscription term; and (b) the revised version will apply to any new purchases or renewals made after its effective date. If you do not agree to a later revision and you use an applicable copy of the software or an Alauda Model other than under an active Subscription covering that copy or model, the version of these AI Terms in effect on the date you obtained that copy or model continues to apply to it, no later revision imposes new or additional restrictions on your use of it, and a revised version applies only to a copy, update, or model obtained after its effective date.

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1. Definitions

1.1 "**Alauda Model**" means an AI model (including model weights, checkpoints, tokenizers, and associated configuration files) that Alauda distributes with or makes available as part of the Alauda Products, as described in Section 4(e) of Exhibit C to the Subscription Terms and Section 1.2 (Data Files) of the EULA. A model that you obtain from a source other than Alauda is not an Alauda Model, even where the Alauda AI platform facilitates its download, deployment, or optimization.

1.2 "**Input**" and "**Output**" have the meanings given in Section 4(e) of Exhibit C to the Subscription Terms.

1.3 "**Model Derivative**" means any model created by or for you that is derived from an Alauda Model, including through fine-tuning, continued pre-training, distillation, quantization, pruning, or merging, together with any adapter or delta weights (such as LoRA weights) created for use with an Alauda Model.

1.4 "**Model License**" means the license terms accompanying a particular Alauda Model (which may be an open source, open-weight, or other license identified in the accompanying licensing documentation).

1.5 "**Alauda AI**" and "**Alauda AI platform**" refer to the Alauda AI Platform product described in Exhibit C to the Subscription Terms, including its software platform components.

2. License and Use of Alauda Models

2.1 Model Licenses Govern. Each Alauda Model is licensed to you under its Model License, not sold. These AI Terms do not grant you rights that supersede the Model License applicable to a particular Alauda Model. To the extent a Model License does not permit Alauda to impose additional restrictions on your use of the applicable Alauda Model or of a Model Derivative of that Alauda Model, the restrictions in these AI Terms will not limit, supersede, or modify your rights under that Model License with respect to that Alauda Model or Model Derivative, but they will continue to apply to the remainder of Alauda AI and to the Subscription Services. Nothing in any Model License modifies the provisions of the Agreement governing Subscription Services, warranties, indemnification, limitation of liability, or governing law and dispute resolution. With respect to Alauda Models and Model Derivatives, this Section 2.1 (and not Section 6.1 of the Agreement or Section 1.4 of the Subscription Terms) governs the relationship between the restrictions in the Agreement and the applicable Model License.

2.2 Use Through the Platform. Alauda Models are provided for deployment and use through the Alauda AI platform in accordance with the product documentation and the Internal Use provisions of the Subscription Terms (Section 1.2(g)). Alauda provides support for Alauda Models only as described in Sections 4(d) and 4(e) of Exhibit C to the Subscription Terms.

2.3 Provenance and Attribution. You will not remove, obscure, or alter license files, attribution notices, or provenance metadata distributed with an Alauda Model, except as necessary for permitted fine-tuning or deployment and as permitted by the Model License.

2.4 Third-Party Model Licensors; No Indemnity for Third-Party Models. Alauda Models licensed under third-party Model Licenses are made available for deployment through Alauda AI as a convenience; they are licensed to you by their respective licensors. For the avoidance of doubt, such Alauda Models, and all Model Derivatives, are not "Alauda Products" for purposes of Sections 5.1 and 11 of the Agreement (and Alauda's indemnification obligations under Section 11 of the Agreement do not apply to them), and Sections 2.5 and 2.7 of the Acceptable Use Policy do not apply to the evaluation of such Alauda Models.

3. Fine-Tuning and Model Derivatives

3.1 Permitted. You may create and use Model Derivatives for your Internal Use (or, following expiration or termination of the Agreement, for your own internal purposes, including use by your Affiliates and by contractors performing work on your behalf), subject to the applicable Model License and the Agreement. You may also redistribute a Model Derivative to the extent the applicable Model License permits, subject to Section 3.3.

3.2 Your Responsibility. Model Derivatives are not Alauda Products. As between you and Alauda, you are solely responsible for Model Derivatives you create, including their performance, safety, and legal compliance, and for the data you use to create them. Alauda provides no support for Model Derivatives, except that Alauda will continue to support the Alauda AI platform infrastructure on which they run.

3.3 Alauda Marks. You may not distribute a Model Derivative under any Alauda trademark or in a manner that suggests Alauda origin, endorsement, or certification. Before redistributing a Model

Derivative (where permitted by the applicable Model License), you must remove and replace all occurrences of Alauda trademarks, consistent with Section 2 of the EULA.

4. Redistribution of Model Weights

You may redistribute an Alauda Model, or make it available to third parties, only to the extent the applicable Model License permits and only after removing and replacing all occurrences of Alauda trademarks. For the avoidance of doubt, nothing in this Section 4 modifies the Internal Use provisions of the Subscription Terms or extends Subscription Services to any third party: redistribution of a model does not entitle any third party to Alauda support, maintenance, or other Subscription Services.

5. Inputs and Outputs

5.1 Responsibility. As set forth in Section 4(e) of Exhibit C to the Subscription Terms: you are solely responsible for your Inputs, for evaluating the accuracy, quality, and appropriateness of Outputs before relying on them, and for ensuring that your use of any model, Input, and Output complies with applicable laws, regulations, and third-party rights. Alauda claims no intellectual property rights in your Inputs or Outputs and makes no warranties or guarantees with respect to any Output. Alauda AI is deployed and operated in your environment; Alauda does not require the transmission of your Inputs or Outputs to Alauda, and Technical Usage Data under Section 1.6 of the Subscription Terms excludes the content of your Inputs and Outputs. You are responsible for ensuring that any diagnostic materials you provide to Alauda (such as logs submitted with support cases) do not contain Input or Output content, or other content, that you do not wish to disclose.

5.2 No Indemnity for Outputs. For the avoidance of doubt, Outputs are not Alauda Products, and Alauda's indemnification obligations under Section 11 of the Agreement do not apply to Outputs or to any claim arising from your use of, reliance on, or distribution of Outputs.

5.3 Nature of Outputs. You acknowledge that machine-generated Outputs are probabilistic, may be inaccurate, incomplete, biased, or similar to content generated for other users, and are not a substitute for professional advice.

6. Responsible Use

6.1 You will not use Alauda Models or the Alauda AI platform: (a) in violation of the Acceptable Use Policy published at https://www.alauda.io/legal/acceptable-use-policy; (b) to generate content or take actions that are unlawful under applicable law; (c) in the hazardous environments described in Section 5.3 of the Agreement without human oversight appropriate to the risk; (d) to create or disseminate content depicting a natural person's voice or likeness without that person's consent or other appropriate rights; (e) to harm or exploit minors; (f) to perform or facilitate unlawful tracking, monitoring, or identification of individuals; (g) to perform a lethal function in a weapon without human authorization or control; (h) to incorporate into a high-risk AI system (as defined under applicable AI regulations) an AI model whose provider has opted out of such use under Article 25(2) of Regulation (EU) 2024/1689 or any equivalent provision; (i) to intentionally deceive others through the dissemination of false information; or (j) to harass, or encourage harm toward, individuals or specific groups. Nothing in clause (c) is a statement that any Alauda Product or Alauda Model is designed or intended for the environments described in Section 5.3 of the Agreement, which continues to apply. For clarity, the Acceptable Use Policy applies to your use of Alauda Models and the Alauda AI platform subject to Sections 2.1 and 2.4 of these AI Terms: to the

extent an applicable Model License does not permit Alauda to impose additional restrictions, the Acceptable Use Policy does not restrict the exercise of rights expressly granted under that Model License (including permitted modification and redistribution in accordance with Sections 3 and 4 of these AI Terms). Nothing in this Section 6.1 entitles you or any third party to receive Subscription Services.

6.2 Where you deploy Alauda Models or any other model on the Alauda AI platform in ways that make consequential decisions about individuals (such as employment, credit, insurance, or access to essential services), you are the deployer of the relevant AI system and are responsible for the human oversight, impact assessment, transparency, and record-keeping obligations that applicable AI regulations place on deployers. You acknowledge that Alauda has not provided, and you have not relied on, any advice from Alauda as to the lawfulness of your use or deployment of any AI system.

6.3 Alauda is not the provider, distributor, importer, or deployer (or any equivalent role under applicable AI regulations) of any AI system that you develop, deploy, or operate using Alauda AI or Alauda Models, by virtue of making Alauda AI or Alauda Models available for your Internal Use, and the use of the terms "distribute" or "redistribution" in these AI Terms does not make Alauda a distributor of any such system. You will not represent (including in any technical documentation, conformity assessment, registration, or instructions for use) that Alauda is the provider, distributor, importer, or deployer of, or holds any equivalent role under applicable AI regulations in respect of, any high-risk AI system (as defined under applicable AI regulations, including Regulation (EU) 2024/1689) that you develop, deploy, or operate, or that the Alauda AI platform or any Alauda Model is itself such a high-risk AI system or a safety component of one.

6.4 Where you configure the Alauda AI platform, an Alauda Model, or any other model running on the Alauda AI platform to take or implement actions in your systems or environment automatically (including through agents or tool integrations), you have sole discretion whether to enable such automation and, as between you and Alauda, you are solely responsible for, and Alauda is not responsible for, any action taken or implemented by or through such configuration (whether or not the action reflects an Output); Sections 5.2 and 5.3 apply to such actions as they apply to Outputs. You are responsible for: (a) maintaining appropriate human oversight of those actions; (b) reviewing and validating Outputs and automated actions, including by appropriate human review; and (c) appropriate testing before use in a production environment or in any context in which errors, failures, or unexpected behavior could result in loss or harm.

6.5 EU AI Act Cooperation. Where you develop or deploy a high-risk AI system that uses or integrates the Alauda AI platform, Alauda will, on your reasonable written request and at Alauda's then-current Professional Services rates, use reasonable efforts to provide such information, capabilities, and technical access relating to the Alauda AI platform and Alauda-branded Alauda Models as Alauda reasonably considers necessary (based on the generally acknowledged state of the art) to assist your compliance with Regulation (EU) 2024/1689, provided that: (a) this obligation does not extend to Alauda Models licensed under third-party Model Licenses, Model Derivatives, models you or third parties provide, or other third-party components; (b) you have first used the documentation and resources Alauda makes publicly available; (c) Alauda is not required to disclose trade secrets, third-party proprietary information, or information it does not possess or control; and (d) nothing in this Section 6.5 alters Section 6.3.

7. Model Updates and Retirement

Alauda may update, replace, or retire Alauda Models from time to time. Updated or replacement models may produce different Outputs from prior versions. Where Alauda retires an Alauda Model, Alauda will provide reasonable advance notice via the Alauda Cloud portal or the software lifecycle page referenced in the Alauda Support Terms, except that Alauda may remove or replace an Alauda Model with shorter or no notice where reasonably required to address security, legal, or license-compliance concerns. The retirement, removal, or replacement of an individual Alauda Model is not an end of support or end of life of a product version for purposes of the Alauda Support Terms, and the end-of-support notice periods in the Alauda Support Terms do not apply to individual Alauda Models. Your continued use of a retired model that remains in your possession is governed by its Model License and by Sections 2.3, 3.3, 4, 5, and 6 of these AI Terms, and Alauda has no obligation to provide Subscription Services for retired models.

8. Third-Party and Customer Models

Models that you obtain from a third party, or that you develop independently without use of an Alauda Model, are not Alauda Models and are not Alauda Products (for clarity, a model derived from an Alauda Model is a Model Derivative governed by Section 3, not by this Section 8, even though you created it). Such models are governed by their own license terms; Alauda provides no support for, makes no warranties regarding, and has no obligations or liability with respect to them, except that Alauda will support the Alauda AI platform infrastructure as described in the Subscription Terms. Sections 5 (Inputs and Outputs) and 6 (Responsible Use) apply to all models run on the Alauda AI platform.

9. General

These AI Terms form part of the Agreement and, where incorporated by reference into the EULA, form part of the EULA. Except as expressly modified by these AI Terms, the Agreement, the Subscription Terms, and/or the EULA applicable to you remain in full force and effect, including their applicable warranty disclaimers, limitations of liability, and governing law and dispute resolution provisions, all of which apply to these AI Terms. Sections 2.1, 2.3, 2.4, 3, 4, and this Section 9 survive expiration or termination of the Agreement with respect to Alauda Models and Model Derivatives that remain in your possession (wherever deployed or run); Section 8 survives with respect to the models described in that Section; and Sections 5 and 6 survive with respect to Alauda Models and Model Derivatives that remain in your possession (wherever deployed or run), all other models run on the Alauda AI platform, and Inputs and Outputs. No surviving provision continues or creates any entitlement to Subscription Services after expiration or termination of the applicable Subscription or the Agreement, and the platform-infrastructure support commitments in Sections 3.2 and 8 apply only while the required Subscriptions are active. For the avoidance of doubt, the exclusions stated in Sections 2.4 and 5.2 survive with respect to all Alauda Models licensed under third-party Model Licenses, all Model Derivatives, and all Outputs, whether or not the relevant model remains in your possession, including as to claims arising from use, reliance, or distribution occurring before expiration or termination.
