



Part B – Service-Specific Terms

Service-Specific Terms for 1NCE AI

(version as of July 2026)

1. Service description and capabilities

1.1 The 1NCE AI service (hereinafter referred to as the "Service" or "1NCE AI") is a managed artificial intelligence gateway service that provides the Customer with unified API-based access to a curated catalogue of large language models ("LLMs") and embedding models (together, "AI Models") through a single OpenAI-compatible API endpoint. The Service comprises the following elements:

- a) access to the AI Models listed in the applicable 1NCE AI Service Description ("Service Description"), comprising Germany-Hosted Models and US-Routed Models. US-Routed Models are made available only where the Customer has activated them in accordance with the Service Description;
- b) a unified API endpoint and associated API key which allows the Customer to have access to multiple AI Models through one or more API Keys without requiring separate accounts or subscriptions with each underlying model provider;
- c) a self-service portal for the 1NCE AI service (the "1NCE AI Portal"), the functions of which are set out in the Service Description; and
- d) such additional features and capabilities as may be introduced by 1NCE and described in the Service Description from time to time.

1.2 The Service functions as a gateway between the Customer's software systems and the underlying AI Models. The Customer's requests ("Inputs") are routed through 1NCE's infrastructure to the relevant AI Model, which generates a response ("Output"). 1NCE does not itself operate the AI Models; the underlying models are provided by third-party model providers ("Model Providers").

The current list of AI Models and the applicable Model Providers is set out in the Service Description, which may be updated from time to time in accordance with Section 3 of these Service-Specific Terms.

1.3 (a) Support. 1NCE provides support for the Service under the Standard Service tier set out in the 1NCE Global Service Description. No Premium Service tier is offered for the Service. For the avoidance of doubt, where the Customer has enrolled in Premium Service in respect of another 1NCE service, that enrolment does not extend to the Service and the Service remains supported under the Standard Service tier.

(b) Availability. The Service is provided on a best-efforts basis. No binding service level commitments (including in respect of availability or uptime) apply to the Service, except where expressly agreed in writing between the Parties (for example through an Individual Agreement under Section 1.4 of Part A). The availability of the Service depends on the availability of the underlying third-party infrastructure and AI Models.

1.4 The Customer acknowledges that the AI Models included in the Service are based on statistical patterns and probabilistic processes. Output generated by the Service may therefore be erroneous, misleading, incomplete, inappropriate, or factually incorrect. The inability of the Service to guarantee the accuracy, completeness, legality, originality, or fitness for purpose of any Output constitutes part of the contractually agreed characteristics of the Service (vertragsgemäße Beschaffenheit) within the meaning of applicable law. Outputs that are inaccurate as a result of the statistical nature of the underlying AI Models are accordingly not defects (Mängel) of the Service.

1.5 The Customer is solely responsible for reviewing each Output for its suitability for the intended application before using, publishing, or relying upon it as the basis for business, legal, financial, medical, or other decisions (Prüfpflicht).



The Customer shall not use the Service as a substitute for professional advice in medical, legal, financial, regulatory, or other expert domains. Any Output relating to such domains is provided for informational purposes only and does not constitute professional advice.

1.6 The Customer acknowledges that the AI Models available through the Service are provided or operated by third-party Model Providers. The use of certain AI Models is subject to additional terms imposed by the relevant Model Provider ("Model Provider Terms"), which are identified in the Model Catalogue. The Customer is required to accept the applicable Model Provider Terms before first use of the relevant AI Model. The Customer undertakes to comply with the Model Provider Terms applicable to each AI Model it uses. 1NCE is entitled to immediately suspend access to a specific AI Model where the Customer is in breach of the applicable Model Provider Terms. In the event of a conflict between the Model Provider Terms applicable to a specific AI Model and these Service-Specific Terms, these Service-Specific Terms prevail, except to the extent that the Model Provider Terms impose obligations on the use of the relevant AI Model that 1NCE is required to pass through to the Customer under its agreement with the Model Provider.

1.7 The Customer's use of the Service is further governed by the 1NCE AI Authorized Use Policy ("AI AUP") and incorporated into the Contract by reference. The AI AUP sets out the categories of prohibited use of the Service, including the development of content or systems in violation of applicable law or the terms of the relevant Model Providers. In the event of a conflict between the AI AUP and these Service-Specific Terms, these Service-Specific Terms prevail.

1.8 The Customer may integrate the Service into its own products, services or applications and make such products, services or applications available to its end users. The Customer remains the sole contracting counterparty of 1NCE; the Customer is

not entitled to make the Service available to third parties as a standalone service, including as a re-branded gateway, inference, or AI-access service, or to permit third parties to access the Service under their own contracting arrangements with 1NCE.

2. Data protection

2.1 To the extent the Customer submits Inputs that contain personal data within the meaning of Article 4(1) GDPR, and 1NCE processes such personal data on behalf of the Customer as a data processor, the parties' data protection obligations are governed by the 1NCE AI Data Processing Addendum ("DPA"). In the event of any conflict between the DPA and these Service-Specific Terms, the DPA prevails with respect to the subject matter of data protection and processing.

2.2 1NCE shall not use any Inputs or Outputs processed through the Service to train, fine-tune, retrain, or improve any AI Model, whether the models underlying the Service or any other model. This commitment applies regardless of whether the data processed constitutes personal data within the meaning of the GDPR. To the extent technically necessary and proportionate, 1NCE may process Input and Output data solely for the purposes of: (a) providing the contracted Service; (b) ensuring the technical security and integrity of the Service; and (c) detecting and investigating specific incidents of abuse on the basis of Audit Log Data (as defined in the DPA), where there is a concrete and documented suspicion of a violation of the AI AUP or applicable law, on a case-by-case basis only (anlassbezogen im Einzelfall).

2.3 All intellectual property and ownership rights in the Customer's Inputs remain with the Customer. 1NCE acquires no rights in or to the Customer's Inputs beyond those necessary to perform the Service.

3. Model catalogue; third-party dependencies



3.1 The AI Models available through the Service are set out in the Service Description. 1NCE shall be entitled to add new AI Models to the Model Catalogue at any time. The addition of new AI Models does not constitute a modification of the Contract for the purposes of Section 12 of Part A. Where the new AI Model is subject to Model Provider Terms, Section 1.6 applies to the Customer's first use of that AI Model.

3.2 1NCE shall be entitled to modify, replace, or permanently discontinue individual AI Models or model versions from the Model Catalogue where necessary for technical, commercial, legal, or regulatory reasons, including where required by a Model Provider. 1NCE shall provide the Customer with reasonable advance notice of such changes via the 1NCE AI Portal or by notification in text form, where practicable. The modification, replacement, or discontinuation of an AI Model pursuant to this Section 3.2 does not constitute a material impairment of the essential performance characteristics of the Service, provided that at least one comparable AI Model remains available in the Model Catalogue.

3.3 1NCE does not guarantee the perpetual availability of any specific AI Model or model version. The Customer is responsible for ensuring that its applications and workflows are designed with sufficient flexibility to accommodate changes to the Model Catalogue in accordance with this Section 3.

3.4 The Service is provided using infrastructure and services operated by third parties, including the Sub-Processors identified in the DPA and the Model Providers. 1NCE remains responsible for its own performance of the Service in accordance with the Contract. However, the availability and performance of the Service depend on those third parties, and 1NCE shall not be liable for any disruption, modification or unavailability of the Service caused by or attributable to such third parties to the extent the disruption is outside

1NCE's reasonable control. 1NCE shall use commercially reasonable efforts to mitigate the impact of any such disruption on the Customer.

4. Rate limiting

4.1 In order to maintain the stability, security, and availability of the Service for all customers, 1NCE is entitled to implement technical limits on the number of API requests permissible per unit of time ("Rate Limits"). Rate Limits may be applied at the account level, per API key, or per AI Model, as set out in the Service Description or communicated to the Customer through the 1NCE AI Portal.

4.2 Rate Limits applicable to the Customer's account are published in the Service Description or made available through the 1NCE AI Portal. 1NCE may adjust Rate Limits from time to time with reasonable prior notice to the Customer. The application of Rate Limits in accordance with this Section 4 does not constitute a reduction or impairment of the essential performance characteristics of the Service within the meaning of Section 3.6 of Part A.

5. EU AI Act compliance

5.1 1NCE makes the AI Models available through the Service as a distributor within the meaning of Article 3(7) of Regulation (EU) 2024/1689 ("EU AI Act"); the providers of the AI Models under the EU AI Act are the relevant Model Providers. The Customer acknowledges that, depending on the manner in which it uses the Service, it may independently acquire the status of a "provider" of an AI system within the meaning of the EU AI Act. This may in particular occur where the Customer: (a) places an AI system developed using the Service on the market or puts it into service under its own name or brand; (b) makes a substantial modification to an AI system accessed via the Service; or (c) changes the intended purpose of the AI system. In such cases, the fulfilment of all obligations arising from the EU AI Act applicable to the provider of that AI system rests solely with the Customer.



5.2 The Customer is prohibited from using the Service for the development, deployment, or operation of AI systems classified as high-risk AI systems within the meaning of Article 6 of the EU AI Act (read in conjunction with Annex III thereof), as further specified in the AI AUP. The Service has not been validated, tested or certified for use in high-risk AI systems within the meaning of the EU AI Act, and the Customer shall not rely on the Service for any such use.

5.3 The Customer is further prohibited from using the Service for any purpose that constitutes a prohibited AI practice within the meaning of Article 5 of the EU AI Act, as further specified in the AI AUP.

6. Service-specific terms of use and cooperation obligations of the Customer

6.1 In addition to the general terms of use set out in Section 4 of Part A, the Customer shall comply with the following service-specific obligations when using 1NCE AI:

- a) the Customer shall implement appropriate access controls to prevent unauthorised access to its API keys. 1NCE has no obligation to retrieve or re-display an API key following its initial generation. In the event of a suspected compromise of any API key, the Customer shall revoke the affected key and issue a replacement without undue delay, and shall notify 1NCE accordingly;
- b) the Customer shall not use the Service in a manner that constitutes abusive or anomalous usage that materially exceeds normal usage patterns for the Service, or that is designed to circumvent applicable Rate Limits;
- c) the Customer shall not submit Inputs that contain content prohibited by the AI AUP, applicable law, or the terms of the relevant Model Providers; and
- d) the Customer shall comply with any transparency, disclosure or content-labelling

obligations applicable to it under the EU AI Act or any other applicable law, in respect of its use of the Service and any products, services or applications incorporating or built upon it. Without limiting the foregoing, this includes (where applicable): informing end users that they are interacting with an AI system; marking AI-generated or AI-manipulated content as artificially generated or manipulated in a machine-readable format; disclosing AI-generated images, audio or video that constitute a deepfake; disclosing AI-generated or AI-manipulated text published for the purpose of informing the public on matters of public interest; and disclosing to natural persons the operation of any emotion recognition or biometric categorisation system.

6.2 The Customer shall implement appropriate technical and organisational measures within its own sphere of responsibility to protect the confidentiality and integrity of Inputs submitted through the Service. In particular, the Customer is responsible for determining whether and to what extent personal data or commercially sensitive information is included in Inputs, and for implementing appropriate measures (including pseudonymisation or anonymisation where appropriate) prior to submission.

6.3 The Customer acknowledges that 1NCE operates 1NCE AI as an intermediary between the Customer and the relevant Model Provider. The Customer remains solely responsible for the lawfulness of its use of the Service, including compliance with applicable copyright, privacy, and sector-specific regulations at the place of use.

7. Service-specific provisions on charges and payment

7.1 The Service is provided on a prepaid consumption basis. To access the Service, the Customer must maintain a positive Account Balance



(as defined in Section 7.2 below) in its account. The Customer is not granted any credit facility or ability to incur charges in excess of its Account Balance.

7.2 "Account Balance" means the prepaid credit balance held by 1NCE for the Customer's account, denominated in euros (or such other currency as may be set out on the applicable Pricing Page). The Account Balance is reduced in real time as the Customer consumes inference services, calculated on the basis of the applicable per-token or per-request charges set out on the 1NCE AI Portal's Pricing Page at portal.1nce.ai/dashboard/pricing (the "Pricing Page") ("Usage Charges").

7.3 The Customer may top up its Account Balance at any time by making a payment through the payment methods available in the 1NCE AI Portal. Payments are processed through 1NCE's designated payment service provider. Top-ups are available in any amount subject to minimum and maximum transaction amounts as published in the 1NCE AI Portal from time to time. Where the Customer's monthly spend consistently exceeds a threshold published in the 1NCE AI Portal, 1NCE may, at its discretion, offer the Customer the option to make payments by bank transfer.

7.4 1NCE shall provide the Customer with real-time visibility of its Account Balance and usage through the 1NCE AI Portal. The Customer may set per-API-key spend limits to control usage by individual applications or teams. When the Account Balance reaches zero, the Service is automatically suspended until the Customer adds further balance. 1NCE is not liable for any interruption of the Customer's operations resulting from the exhaustion of its Account Balance.

7.5 Usage Charges are calculated based on the usage data recorded by 1NCE's systems. In the event of a discrepancy between the Customer's own usage records and 1NCE's records, 1NCE's records shall be presumed correct, absent manifest error. The Customer may raise billing queries via the 1NCE AI Portal or 1NCE's customer service within thirty

(30) days of the relevant usage being recorded. Queries raised after this period may not be accepted.

7.6 Account Balances are non-transferable. The Customer may not assign, transfer, gift, or sell any portion of its Account Balance to any third party.

7.7 Usage Charges are calculated at the per-token and per-request rates set out on the Pricing Page. 1NCE may adjust Usage Charges from time to time by publishing the revised rates on the Pricing Page. 1NCE shall notify the Customer of any such adjustment in text form at least 30 days before it takes effect. Section 5.8 of Part A does not apply to adjustments of Usage Charges. The Customer's rights under § 315 BGB and its rights under Sections 8 and 11 of these Service-Specific Terms remain unaffected.

7.8 Where the Customer has provided a valid VAT identification number to 1NCE through the 1NCE AI Portal, charges are invoiced subject to the reverse-charge procedure where applicable under the EU VAT system directive (Section 5.4 of Part A). Where no valid VAT identification number has been provided, charges are invoiced with German value-added tax applied at the statutory rate. The Customer may add or update its VAT identification number through the 1NCE AI Portal at any time; the change takes effect for invoices issued after 1NCE has verified the VAT identification number.

8. Refund policy

8.1 Given the prepaid and consumption-based nature of the Service, Account Balance top-up payments are generally non-refundable once the relevant transaction has been processed. The Customer is strongly advised to top up Account Balances in amounts commensurate with expected usage.

8.2 Notwithstanding Section 8.1, 1NCE will issue a refund of the unused portion of the Account Balance (net of any payment processing fees) in the following circumstances:



a) the Customer terminates the Contract for good cause (außerordentliche Kündigung aus wichtigem Grund) in accordance with Section 6.2 of Part A and such good cause is attributable to 1NCE; or

b) 1NCE terminates the Service entirely and permanently, and the Customer holds an unused Account Balance at the time of termination.

8.3 No refund shall be payable in respect of Account Balance consumed through use of the Service.

8.4 Where the Customer has not made any top-up transaction or consumed any portion of the Account Balance for a continuous period of twelve (12) months (the 'Dormancy Period'), the Account is treated as dormant. 1NCE shall notify the Customer of the impending dormant status not less than thirty (30) days before the end of the Dormancy Period, via the 1NCE AI Portal and the e-mail address registered to the Customer's account. At any time on or after the end of the Dormancy Period, the Customer may (i) resume use of the Service (in which case the Account ceases to be treated as dormant), or (ii) request a refund of the unused Account Balance through the 1NCE AI Portal, less any payment processing fees charged by 1NCE's payment service provider. The Account Balance remains recoverable on request and does not expire.

8.5 Refunds approved pursuant to Section 8.2 will be processed to the original payment method used for the relevant top-up transaction, where technically feasible. Processing times are subject to the policies of 1NCE's payment service provider.

9. Intellectual property and Output rights

9.1 Subject to compliance by the Customer with these Service-Specific Terms, Part A, the AI AUP, and the applicable Model Provider terms, 1NCE makes no claim to ownership of any Outputs generated through the Customer's use of the Service. As between the parties, any rights in the Outputs vest

in the Customer to the extent recognised by applicable law.

9.2 The Customer acknowledges that: (a) AI-generated Outputs may not be protected by intellectual property rights in all jurisdictions; (b) Outputs may resemble content generated for other users of the same underlying AI Models; and (c) 1NCE does not verify and cannot guarantee that Outputs are free from third-party intellectual property rights. The Customer is solely responsible for assessing whether the use, publication, or commercialisation of any Output requires clearances or licences from third parties.

9.3 Nothing in these Service-Specific Terms transfers or licences to the Customer any intellectual property rights of 1NCE or of any Model Provider in or relating to the underlying AI Models themselves, or in the API or infrastructure through which the Service is provided.

10. Customer indemnity

10.1 The Customer shall defend, indemnify and hold harmless 1NCE and its affiliates, directors, officers, and employees from and against all third-party claims, losses, damages, liabilities, (regulatory) fines, penalties, and associated costs (including reasonable legal defence costs) arising from or in connection with:

a) the Customer's breach of these Service-Specific Terms, Part A, the AI AUP, or the applicable Model Provider terms;

b) the Customer's violation of applicable law (including the EU AI Act, GDPR, or applicable export control regulations) in connection with its use of the Service; or

c) any unlawful or tortious use of Outputs generated through the Customer's account, including infringement of third-party intellectual property rights, defamation, or privacy violations.



10.2 The indemnity obligation under Section 10.1 is subject to 1NCE: (a) notifying the Customer without undue delay of any relevant third-party claim; (b) giving the Customer reasonable control over the defence and settlement of such claim (provided that 1NCE retains the right to participate in the defence at its own cost and to approve any settlement that imposes obligations on 1NCE); and (c) cooperating reasonably with the Customer in the defence of the claim. Nothing in this Section 10 shall require 1NCE to bring a claim against a third party or to refrain from settling a claim where legally necessary.

11. Service-specific contract term and termination

11.1 The Contract for the 1NCE AI service is concluded for an indefinite term and may be terminated by either party in accordance with Section 6.1(a) of Part A (two months' notice). In addition, the Customer may terminate the Contract at any time with immediate effect; in such case the provisions of Section 11.2 apply to any remaining Account Balance.

11.2 Upon termination of the Contract for any reason: (a) 1NCE will disable the Customer's access to the Service; and (b) any remaining Account Balance will be handled in accordance with Section 8 of these Service-Specific Terms. No refund of consumed Account Balance is payable. Termination by the Customer without good cause attributable to 1NCE shall not entitle the Customer to a refund of any unused Account Balance, except as set out in Section 8.2.

11.3 1NCE may terminate the Contract for good cause (außerordentliche Kündigung aus wichtigem Grund) or suspend the Service in accordance with Section 3.7 of Part A, including in the event of a material breach of the AI AUP by the Customer. Where suspension is effected under Section 3.7(b) of Part A due to a breach of the AI AUP or applicable law, 1NCE shall notify the Customer in text form without undue delay.

11.4 Any provision of these Service-Specific Terms which by its nature is intended to continue in force after termination of the Contract shall survive termination, including in particular Sections 1.4, 1.5, 1.6, 2.1, 2.2, 5, 6.3, 7.5, 8, 9 and 10, and this Section 11.4. The provisions of the DPA and of Part A survive in accordance with their own terms.