AI Product Terms

1. DEFINITIONS

"**AI Product Offerings**" means the services, infrastructure, and platforms identified in the applicable Service Order that enable Customer to develop, train, deploy, host, or operate AI systems, models, or applications using Rackspace-provided resources. If any Services include AI-enabling features or capabilities that permit Customer to develop, configure, or deploy AI systems, those features constitute AI Product Offerings for purposes of these Product Terms.

"**AI Outputs**" means any content, predictions, recommendations, analyses, or other outputs generated by AI Product Offerings in response to Customer inputs or data.

2. AI-GENERATED OUTPUTS. As between the parties, Rackspace does not claim ownership of AI Outputs. Customer may use AI Outputs in accordance with the Agreement. Rackspace makes no representation that AI Outputs are copyrightable or unique to Customer; similar or identical outputs may be generated for other customers using similar inputs, and no exclusive rights are granted. Rackspace retains all rights in underlying AI Product Offerings, models, algorithms, and methodologies, including any third-party models, platforms, or technologies made available through the AI Product Offerings. Notwithstanding the foregoing, any AI Outputs that contain or reflect Rackspace's proprietary information, methodologies, or trade secrets remain Rackspace intellectual property.

3. WARRANTIES AND DISCLAIMERS. Rackspace specifically disclaims all warranties regarding AI Product Offerings, including but not limited to the accuracy, reliability, completeness, or fitness for any particular purpose of any AI Outputs. AI Product Offerings are probabilistic in nature and may produce different outputs from similar inputs. AI Outputs may contain errors, inaccuracies, or omissions. Rackspace makes no guarantee that AI Outputs will meet Customer's specific requirements or expectations. Notwithstanding anything to the contrary herein, Customer assumes all risk associated with its use of or reliance on AI Product Offerings and AI Outputs, including any decisions made or actions taken based on AI Outputs.

4. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for: (a) determining the suitability of AI Product Offerings for Customer's intended use cases; (b) implementing appropriate human oversight for AI-assisted decisions, including decisions that may affect individuals' legal rights, employment, credit, housing, insurance, or similar significant interests; (c) obtaining any required consents or authorizations for Customer's use of AI Product Offerings; (d) providing required disclosures to end users regarding AI involvement in Customer's products or services; (e) ensuring AI Outputs are reviewed for accuracy before use in Customer's business operations; (f) compliance with all applicable laws and regulations governing Customer's use of AI Product Offerings and AI Outputs, including applicable laws in Customer's industry or jurisdiction and requirements for human oversight, explainability, or prohibition of automated decision-making in specific contexts.

5. CUSTOMER AI RESTRICTIONS. In addition to the restrictions set forth in the Rackspace Responsible AI Policy, Customer shall not, directly or indirectly, use AI Product Offerings to: (a) develop AI services that compete with Rackspace's AI Product Offerings; (b) publicly benchmark or disclose performance metrics of AI Product Offerings without Rackspace's prior written consent; (c) generate or facilitate deceptive, misleading, abusive, fraudulent, illegal, violent, defamatory, or malicious content, including impersonation, disinformation, false or toxic content, scams, privacy violations, pyramid schemes, sexually explicit content, erotic chats, or any content that exploits, harms, or describes abuse of children (any suspected child exploitation will be reported to the relevant authorities); (d) make automated financial or employment decisions, including for gambling, payday lending, credit underwriting, hiring, or termination, without implementing appropriate human oversight and compliance with applicable law; or (e)

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use AI Product Offerings for any purpose prohibited by applicable law or by any upstream model provider's acceptable use policy that has been made available to Customer.

6. REGULATORY COMPLIANCE. Rackspace shall comply with applicable provider obligations under the EU AI Act and other applicable laws governing the provision of AI Product Offerings. Customer acknowledges that certain uses of AI Product Offerings may be classified as high-risk under applicable law (including EU AI Act Annex III categories or comparable classifications under US state AI laws). Customer is solely responsible for determining whether its intended use of AI Product Offerings constitutes a high-risk use case and for complying with all applicable legal requirements in connection with such use, including any required conformity assessments, impact assessments, human oversight, monitoring, and documentation obligations.

7. GENERAL. These Product Terms supplement the Rackspace Responsible AI Policy. In the event of a conflict between these Product Terms and the AI Policy with respect to AI Product Offerings, these Product Terms shall prevail. The AI Policy continues to govern Rackspace's operational use of AI Services in connection with all Services, including Services that include AI Product Offerings.