

Model contract: these terms apply to every proposal accepted online. The plan, options and price are on the signed purchase order.

Terms of sale — large accounts and integrators (version 2026-11)

Translation provided for convenience; the French version prevails.

1. Purpose and contract documents

These terms govern the crash tests of artificial intelligence agents provided by Cyril Delage, entrepreneur individuel (Crashmire), SIREN 814 224 358 ("Crashmire"), to a business client ("the Client"). The contract is formed by the online acceptance of a proposal, which is the purchase order. It consists, in order of precedence, of the signed purchase order (plan, options, price), these terms, then the "Data processing" annex. These documents prevail over the Client's purchasing terms, including when an internal purchase order number is quoted, unless agreed in writing and signed by both parties.

2. Definitions

Agent: an AI assistant or agent defined by a role, instructions (system prompt) and a set of tools. Successive versions of the same agent remain one agent; a change of role, or tools giving access to new systems, makes a new agent. **Run:** the complete execution of the tests on an agent, giving rise to a report. **Plan:** the service chosen in the proposal.

3. Services

One-off crash tests (Essential, Agent, Critical). One complete run on one agent: rebuilding the agent from the interview, its configuration and its real prompt when provided, pressure and attack tests on several models including the Client's, a counter-test with a hardened prompt, a report and fix plan, and one re-test within 90 days of delivery. The level depends on what the agent can do: talk (Essential), act through tools or read internal documents (Agent), commit money, regulated data or other agents (Critical).

Subscriptions (Continuous, Group). For twelve months, for the number of agents in the plan: one run per agent per month, one run on every model or prompt change reported by the Client, a report on each run showing what changed and the proposed fixes, an alert when a new flaw appears.

Integrator partner. Runs on the agents the Partner delivers to its own clients, up to the number of agents per year in the plan, with reports under its name.

Options. Compliance pack, release gate, turnkey fixes, service commitment: described in the proposal, they follow the term of the plan they are added to.

Crashmire has a best-efforts obligation. A crash test measures an agent's behaviour in simulated situations on a given date: it is neither a certification, nor a guarantee of compliance, nor a guarantee that no incident will occur.

4. Scope and fair use

Each plan covers the number of agents it states. A subscription includes at most four extra runs per agent per month, on top of the monthly run; beyond that, Crashmire may spread the runs over time. Any agent beyond the plan is invoiced €12,000 excl. VAT per year, pro rata of the remaining period, or leads to the next plan up. Each one-off crash test covers a single agent; the included re-test is single. One-off crash tests ordered for several agents are to be used within twelve months of the order.

Adding agents. The Client adds its agents from its client space. Within the plan, the agent is covered with no new purchase order. Beyond it, an amendment is offered online; it is formed by its acceptance, under article 14, and follows the contract's end date.

5. Client's obligations

The Client provides the requested information in good time and, if it exposes a model or an agent, a test environment. It warrants holding the rights and authorisations needed to have the agents, models and platforms concerned tested, including under its own suppliers' terms of use. It sends no real personal data in the configurations, prompts and documents provided.

6. Prices, invoicing, payment

Prices are those of the purchase order, in euros excluding taxes, plus the VAT in force; they are firm for the validity of the proposal. A one-off crash test is invoiced on acceptance. A subscription and its options are invoiced yearly in advance, on acceptance then at each anniversary. Invoices are payable by bank transfer within 30 days, without discount. Any late payment automatically incurs penalties at three times the French legal interest rate and a fixed €40 recovery fee (art. L.441-10 of the French Commercial Code). After a formal notice left unanswered for 15 days, Crashmire may suspend the services.

Yearly revision. Subscription prices are revised at each anniversary using the revised Syntec index: $P1 = P0 \times S1 / S0$, where $S0$ is the last index published at signature and $S1$ the last index published at revision. The revision cannot lead to a decrease.

Pilot client discount. When it appears on the purchase order, the pilot client discount is granted in return for Crashmire's right to name the Client as a reference (article 11). It applies to the first period; its renewal is agreed at each anniversary.

7. Term, renewal, termination

A one-off crash test ends on delivery of the included re-test or, failing that, 90 days after delivery of the report. A subscription is concluded for a firm period of twelve months from acceptance and renews tacitly for twelve-month periods, unless terminated in writing at least three months before the anniversary. Amounts paid for a period that has started remain due, except on termination for Crashmire's breach. Either party may terminate for a serious breach by the other not remedied thirty days after formal notice.

8. Confidentiality

Each party keeps confidential the information received from the other and uses it only to perform the contract, during its term and for five years after its end. The report belongs to the Client and is never published. A specific non-disclosure agreement can be signed before any exchange.

9. Data

The tests use fictitious data. Scenarios are run with the model providers selected for the test, or on the Client's environment when it exposes its own agent. Service data is hosted in the European Union; only fictitious scenarios go through the model providers. It is never used to train a model and is deleted on request at the end of the contract. Any processing of personal data is governed by the annex below.

10. Intellectual property

The test engine, scenarios, attack corpora, methods, scoring grids, software and their documentation are and remain the exclusive property of Crashmire. No right in them is assigned; no source code or software is delivered or installed at the Client's. The Client receives the right to use the reports for its internal needs, with its auditors, its supervisory authorities and, for the Partner, its own clients. It shall not reproduce, extract, decompile or imitate the engine, scenarios or method, including from the reports, nor use them to build a competing service. Items provided by the Client (prompts, configurations, documents) remain its property and are used only for the service.

11. References

Crashmire names the Client as a reference (name and logo) only with its written consent, which results in particular from accepting a pilot client discount. The content of the reports is never disclosed.

12. Liability

Crashmire's total liability, for all causes, is capped at the amounts actually paid by the Client under the contract over the last twelve months. Crashmire is not liable for indirect damage (loss of revenue, data or reputation), for decisions the Client makes based on the reports, or for the operation of the agents, models and platforms of the Client or third parties.

13. Subcontracting, assignment, force majeure

Crashmire may use subcontractors for hosting, running models, sending emails and invoicing, for whom it remains responsible. The Client may not assign the contract without Crashmire's written consent. Neither party is liable for a failure due to force majeure within the meaning of article 1218 of the French Civil Code.

14. Electronic signature

Online acceptance, by entering the signatory's name and position, expressly accepting these terms and recording the date, time and IP address, is a simple electronic signature within the meaning of Regulation (EU) No 910/2014. The parties agree that it is binding evidence between them. The signatory declares being authorised to commit the Client.

15. Governing law and disputes

The contract is governed by French law. Failing amicable settlement within thirty days, any dispute falls under the exclusive jurisdiction of the Commercial Court of Melun (France).

Annex — Data processing (art. 28 GDPR)

The services require no real personal data. If the Client nevertheless sends some, Crashmire acts as processor: it processes them only on the Client's instructions and for the service, keeps them confidential, applies suitable security measures (encrypted exchanges, restricted

access, hosting in the European Union), notifies any breach within 48 hours, helps the Client answer data subjects' requests, and deletes or returns the data at the end of the contract. Sub-processors: hosting (OVHcloud, EU), model gateway (OpenRouter) and the providers of the models selected for the test, email (Brevo, EU), invoicing (Stripe). Some are established outside the European Union; transfers are then covered by the European Commission's standard contractual clauses or an adequacy decision. The Client is told of any change and may object. A separate data processing agreement can be signed on request.