

Service Specific Terms

These Service Specific Terms are incorporated into the agreement under which Crusoe has agreed to provide Crusoe Cloud Platform (as described in [Services](#)) to Customer (the “**Agreement**”). Capitalized terms used but not defined in the Service Specific Terms have the meaning given to them in the Agreement.

General Service Terms

Data Location

The Services do not limit the locations from which Customer or Customer End Users may access Customer Data or to which they may move Customer Data. For clarity, Customer Data does not include resource identifiers, attributes, or other data labels.

General Software Terms

The following terms apply to all Software:

License

Crusoe grants Customer a royalty-free (unless otherwise stated by Crusoe), non-exclusive, non-sublicensable, non-transferable license during the Term to reproduce and use Software ordered by Customer on systems owned, operated, or managed by or on behalf of Customer in accordance with (i) the Agreement, and (ii) if applicable, the Scope of Use. Customer may authorize its and its Affiliates' employees, agents, and subcontractors (collectively, “**Software Users**”) to use the Software in accordance with this section ([License](#)), so long as Customer remains responsible. Customer may make a reasonable number of copies of the Software for backup and archival purposes. For clarity, Software does not constitute Services.

Documentation

Crusoe may provide Documentation describing the appropriate operation of the Software, including a description of how Software is properly used, and whether and how the Software collects and processes data. Customer will comply with any restrictions in the Documentation regarding Software use.

Compliance With Scope of Use

Within 30 days of Crusoe’s reasonable written request, Customer will provide a sufficiently detailed written report describing its usage in accordance with the applicable Scope of Use of each Software product used by Customer and its Software Users during the requested period. If requested, Customer will provide reasonable assistance and access to information to verify the accuracy of

Customer's Software usage report(s).

Other Warranties and Compliance

Each party represents and warrants that it will comply with all laws and regulations applicable to its provision or use of the Software, as applicable. Customer will: (i) ensure that Customer and its Software Users' use of the Software complies with the Agreement and the restrictions in the Agreement applying to Customer's use of the Services; (ii) use commercially reasonable efforts to prevent and terminate any unauthorized access to or use of the Software; and (iii) promptly notify Crusoe of any unauthorized access to or use of the Software of which Customer becomes aware. If the Software contains open source or third-party components, those components may be subject to separate license agreements, which Crusoe will make available to Customer. Customer is solely responsible for complying with the terms of any third-party sources from which Customer elects to migrate its workloads onto the Services, and represents and warrants that such third-party sources permit the use of Software to migrate applications away from such sources. If the Agreement terminates or expires, then Customer will stop using all Software and delete it from Customer's systems.

Benchmarking

Customer may conduct benchmark tests of the Services (each a "Test"). Customer may only publicly disclose the results of such Tests if it (a) obtains Crusoe's prior written consent, (b) provides Crusoe all necessary information to replicate the Tests, and (c) allows Crusoe to conduct benchmark tests of Customer's publicly available products or services and publicly disclose the results of such tests. Notwithstanding the foregoing, Customer may not do either of the following on behalf of a public cloud provider without Crusoe's prior written consent: (i) conduct (directly or through a third party) any Test of the Services or (ii) disclose the results of any such Test.

Trials

Certain Services may be made available to Customer on a trial basis. The parameters of each trial, including any Scope of Use, may be presented to Customer either through the Fees URL, Admin Console, Documentation, email, or as otherwise communicated by Crusoe. Use of a trial indicates Customer's acceptance of any such parameters.

Third-Party Terms

Disclaimer

Crusoe's suppliers will have no liability arising out of or relating to the Agreement.

NVIDIA Drivers

Customer's use of NVIDIA software components provided by Crusoe in conjunction with the Services is subject to the terms and conditions stated at [NVIDIA Third Party Terms](#).

Pricing and Billing Terms

Instance Commitments.

Selection and Commitment

Customer may have an option to request Committed Instances via the Services (for example, in the Developer Console, Command Line Interface, or through a Crusoe API) or in an Order Form. If Crusoe accepts the request, then notwithstanding the payment terms in the Agreement, Customer will pay the Fees for those Committed Instances during the Commitment Term selected by Customer, whether or not they are used, as stated at the Fees URL for the applicable SKU.

Cancellation and Expiration

Committed Instances purchases may not be cancelled or refunded after they are placed. Any use of the Services after cancellation or expiration of the Commitment Term will be billed at standard Fee rates.

No Resell or Transfer

Unless Crusoe agrees otherwise, Customer may not resell or transfer Committed Instances.

Subscription Offerings

Subscription SKUs

Certain SKUs may be offered on a subscription basis (each, a “**Subscription Offering**”). Each Subscription Offering may be a single Service or Software item, or a package of two or more Services or Software items. The details of each Subscription Offering (“**Subscription Details**”) will be stated (i) at the Fees URL or elsewhere in the Services, the Admin Console, or Documentation, or (ii) in an Order Form or other written agreement between Crusoe and Customer. The Subscription Details will include the duration of the subscription (“**Subscription Term**”), the amount of permitted usage of the applicable Subscription Offering during the Subscription Term (e.g., usage per month) (“**Subscription Usage**”), minimum Subscription Usage (if applicable), and the applicable pricing. If the Subscription Offering is a package of two or more Services or Software items, the Subscription Details may also list the different components packaged into the Subscription Offering. Customer may request to purchase a Subscription Offering via the Services (for example, in the Admin Console or through a Crusoe API) or in an Order Form or other written agreement between Crusoe and Customer, as applicable. If Crusoe accepts Customer’s request to purchase a Subscription Offering, then notwithstanding the invoicing and payment terms in the Agreement, Crusoe will invoice or charge Customer for the Subscription Offering, and Customer will pay Crusoe, during the Subscription Term (including during any renewal Subscription Term) as specified in the Subscription Details. Further, unless otherwise specified in the applicable Subscription Details, Crusoe reserves the right to issue additional invoices or charges to Customer in arrears if Customer’s usage of a Subscription Offering exceeds the Subscription Usage, with the pricing listed at the Fees URL applying to that excess usage, unless otherwise agreed by the parties.

Renewal

Unless (i) otherwise specified in the Subscription Details, or (ii) either party provides the other party with notice of non-renewal at least

30 days before the end of the then-current Subscription Term, at the end of each Subscription Term, Customer's access to the Subscription Offering will automatically renew, with the renewal Subscription Term duration and Subscription Usage as described in the Subscription Details.

Cancellation

Unless otherwise specified in the Subscription Details, Customer may not terminate a Subscription Offering before the end of the Subscription Term. If a particular Subscription Offering is indicated as terminable in the Subscription Details, then Customer may terminate the Subscription Offering before the expiration of the Subscription Term, and Crusoe may charge a termination fee (“**Termination Fee**”), as specified in the Subscription Details. Further, Customer may be required to give extended notice before termination of any Subscription Offering, as specified in the Subscription Details. Notwithstanding any term to the contrary in the Agreement, (i) if Customer has entered into an Order Form under the Agreement for the purchase of Services on an on-demand basis, then the Subscription Term will also terminate immediately upon termination of such Order Form (and Customer will be charged the Termination Fee, if applicable), and (ii) upon termination of the Subscription Term, Customer may continue to use Crusoe Cloud Platform, and pricing for the Service(s) or Software that are part of the Subscription Offering will be as stated at the Fees URL or as otherwise agreed by the parties (if available on a non-subscription basis).

Definitions

- “Documentation” means the then-current Crusoe documentation made available by Crusoe to its customers for use with the Services at <https://docs.crusoecloud.com>.
- “Fees URL” means <https://crusoe.ai/cloud/pricing>.
- “Order Form” means an order form executed by Customer and Crusoe or an order placed by Customer via a Crusoe website, in either case specifying the Services Crusoe will provide to Customer.
- “Scope of Use” means any limits on installation or usage of Services or Software described at the Fees URL, Admin Console, order form, or otherwise presented by Crusoe.