

Crusoe Managed Inference Terms of Service for Open Router Customers

As a user of OpenRouter LLC's ("Open Router") services, we welcome you to Crusoe's Managed Inference Service! Our service provides access to cutting edge artificial intelligence models, powered by some of the world's most powerful GPUs.

These terms of service (together, the "Agreement") outlines the terms regarding your use of our Services. This Agreement is a legally binding contract between Crusoe Energy Systems, LLC (along with its Affiliates, "Crusoe," "We," "Us," or "Our") and the entity or person agreeing to these terms ("Customer," "You," "Your," "Yourself"), so please read carefully. If you do not agree with these terms, do not register or use any of our Services.

This Agreement is in effect when Customer first accesses the Services (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that (a) you have full legal authority to bind Customer to this Agreement; (b) you have read and understand this Agreement; and (c) you agree, on behalf of Customer, to this Agreement.

Definitions

- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- "Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, that prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Government officials include: any government employees, candidates for public office, members of royal families, and employees of government-owned or government-controlled companies, public international organizations, and political parties.
- "AUP" means the then-current acceptable use policy for the Services stated at [Acceptable Use Policy](#).
- "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- "Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.
- "Control" means control of greater than 50 percent of the voting rights or equity interests of a party.
- "Customer Application" means a software program that Customer creates or hosts using the Open Router API.
- "Customer Data" means Input, Output, and any personal data about Customer that Crusoe may receive from Open Router, and excludes [Service Data](#).
- "Data Processing and Security Terms" means the terms stated at [Data Processing and Security Terms](#).
- "Documentation" means the Crusoe documentation (as may be updated from time to time) in the form generally made available by Crusoe to its customers for use with the Services at <https://docs.crusoecloud.com>.

- **“End Users”** means the individuals who are permitted by Customer to use the Open Router API or any Customer Applications. For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.
- **“Export Control or Sanctions Laws”** means all applicable export, re-export control or economic sanctions laws and regulations, including but not limited to (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.
- **“Fees”** means the applicable fees charged by Open Router for access to the Service through the Open Router API, as listed at <https://openrouter.ai/models>, or any applicable fees charged by Crusoe for the Service, plus any applicable Taxes.
- **“High Risk Activities”** means activities where the use or failure of the Services would reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).
- **“including”** means including but not limited to.
- **“Indemnified Liabilities”** means any (i) settlement amounts approved by the indemnifying party and (ii) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.
- **“Input”** means any data, text, query or other information that you submit through the Service for processing by the Models.
- **“Intellectual Property Rights”** means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.
- **“Legal Process”** means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.
- **“Liability”** means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.
- **“Model”** means a computational algorithm designed to perform tasks by learning patterns from data, used for prediction, classification, or decision-making.
- **“Open Router API”** means any application programming interface provided by Open Router that interfaces with the Services.
- **“Output”** means any data, text, results, or other information generated by the Models in response to the Input provided by the Customer through the Service
- **“Service Specific Terms”** means the then-current terms specific to one or more Services stated at [Service Specific Terms](#).
- **“Services”** means Crusoe’s managed inference service that provides access to Models.
- **“Software”** means any downloadable tools, software development kits, or other such computer software provided by Crusoe in connection with the Services, and any updates Crusoe may make to such Software from time to time, excluding any Third-Party Offerings.
- **“Suspend” or “Suspension”** means disabling or limiting access to or use of the Services or components of the Services.
- **“Taxes”** means all government-imposed taxes, except for taxes based on Crusoe’s net income, net worth, asset value, property value, or employment.
- **“Term”** has the meaning stated in [Agreement Term](#) of this Agreement.
- **“Third-Party Offerings”** means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software and (b) offerings identified in the “Third-Party Terms” section of the Service Specific Terms.
- **“Third-Party Legal Proceeding”** means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

- “URL Terms” means, collectively, the [AUP](#), [Data Processing and Security Terms](#), and the [Service Specific Terms](#).

Provision of the Services

During the Term, Crusoe will provide the Services and Customer may use the Services, and integrate the Services into any Customer Application that has material value independent of the Services, in accordance with the Agreement.

Our Services provide Customer with the inference from available Models through the Open Router API. Customers can set an Input and a set of parameters, which may depend on the Model. In response, the Customer receives an Output.

Customers acknowledge and agree that, by submitting a request to the Open Router API, they are interacting with an AI system as defined by the EU AI Act. Customers are obliged to inform End Users of this clause prior to their use of the Service or a Customer Application.

Modifications

To the Agreement

Crusoe may make changes to this Agreement (including the URL Terms) and pricing from time to time. Unless otherwise noted by Crusoe, material changes to the Agreement will become effective immediately. If Customer does not agree to the revised Agreement, Customer may stop using the Services or terminate this Agreement for convenience. Customer’s continued use of the Services after such material change will constitute Customer’s consent to such changes. Crusoe will post any modification to this Agreement [here](#).

To the Data Processing and Security Terms

Crusoe may only change the Data Processing and Security Terms where such change is required to comply with applicable law, is expressly permitted by the Data Processing and Security Terms, or:

- is commercially reasonable;
- does not result in a material reduction of the security of the Services;
- does not expand the scope of or remove any restrictions on Crusoe’s processing of “Customer Personal Data,” as described in the “Scope of Processing” Section of the Data Processing and Security Terms; and
- does not otherwise have a material adverse impact on Customer’s rights under the Data Processing and Security Terms.

If Crusoe makes a material change to the Data Processing and Security Terms in accordance with [Modifications: To the Data Processing and Security Terms](#), Crusoe will post the change at the webpage containing the Data Processing and Security Terms.

Software

Crusoe may make Software available to Customer, including third-party software. Customer’s use of any Software is subject to the applicable provisions in the Service Specific Terms.

Customer Obligations

Compliance

Customer will (a) ensure that Customer and its End Users' use of the Services through the Open Router API complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (c) promptly notify Crusoe of any unauthorized use of, or access to, the Services of which Customer becomes aware. Crusoe reserves the right to investigate any potential violation of the AUP by Customer, which may include reviewing Customer Applications or Customer Data.

Privacy

Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Crusoe's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

Restrictions

Customer will not, and will not allow End Users to, (a) copy, modify, or create a derivative work of the Services; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code or Input and Output of other Customers of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (c) sell, resell, sublicense, transfer, or distribute any or all of the Services; (d) use the Service as a high-risk AI system or in prohibited AI practices as defined in the EU AI Act; (e) use or access the Service to develop a product or service that competes with the Service or engage in competitive analysis or benchmarking; (f) impose an unreasonable or disproportionately heavy load on the API or Service, or negatively impact the ability of others to use the Service; (g) attempt to probe, scan or test the vulnerability of the Service, breach security or authentication measures without the proper authorization, or intentionally render any part of the Service unusable; or (h) access or use the Services (i) for High Risk Activities; (ii) in violation of the AUP; (iii) in a manner intended to avoid incurring Fees or to circumvent Service-specific usage limits or quotas; (iv) to operate or enable any telecommunications service or in connection with any Customer Application that allows End Users to place calls or to receive calls from any public switched telephone network, unless otherwise described in the Service Specific Terms; (v) for materials or activities that are subject to the International Traffic in Arms Regulations ("ITAR") maintained by the United States Department of State; (vi) in a manner that breaches, or causes the breach of, Export Control or Sanctions Laws; or (vii) to transmit, store, or process health information subject to United States HIPAA regulations.

Documentation

Crusoe may provide Documentation for Customer's use of the Services.

Models

The Service provides Customers with the ability to interface with Models. We do not guarantee the accuracy, reliability, validity or appropriateness of the Outputs generated by these Models. You acknowledge and agree that the use of the Output is at their own risk

and discretion.

Each Model we provide is subject to its own EULA, and You are responsible for complying with those EULAs available at [LINK], which is hereby incorporated by reference into this Agreement.

Copyright

Crusoe provides information to help copyright holders manage their intellectual property online, but Crusoe cannot determine whether something is being used legally without input from the copyright holders. Crusoe will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or its End User's copyrights and would like to notify Crusoe, Customer can find information about submitting notices, and Crusoe's policy about responding to notices, at [Digital Millennium Copyright Act](#).

Suspension

AUP Violations

If Crusoe becomes aware that Customer's or any End User's use of the Services violates the AUP, Crusoe will notify Open Router and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Customer receiving notification of Crusoe's request, then Crusoe may request that Open Router Suspend all or part of Customer's use of the Services through the Open router API until the violation is corrected.

Other Suspension

Notwithstanding [AUP Violations](#), Crusoe may immediately Suspend all or part of Customer's use of the Services if (a) Crusoe reasonably believes Customer's or any End User's use of the Services could adversely impact the Services, other customers' or their end users' use of the Services, or the Crusoe network or servers used to provide the Services; (b) there is suspected unauthorized third-party access to the Services; (c) Crusoe reasonably believes that immediate Suspension is required to comply with any applicable law; or (d) Customer is in breach of [Restrictions](#) or the Service Specific Terms. Crusoe will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Crusoe will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

Intellectual Property Rights; Protection of Customer Data; Feedback

Intellectual Property Rights

Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's

content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and Customer Applications, and Crusoe owns all Intellectual Property Rights in the Services and Software.

Protection of Customer Data; No Training

Crusoe will only access or use Customer Data to provide the Services to Customer or as otherwise instructed by Customer and will not use it for any other Crusoe products, services, or advertising.

Specifically, Crusoe will only use Customer Data for inference - we will not use it for training Models, and we will not store it on disk or use it for any other purpose other than the inference process.

Crusoe generally does not log Customer Data, but does log metadata that might be useful for purposes of debugging and improving the performance of the Service. Crusoe may observe and log a small portion of Customer Data when necessary for debugging, security purposes, or as required by law.

Crusoe has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the [Data Processing and Security Terms](#).

Customer Feedback

At its option, Customer may provide feedback or suggestions about the Services to Crusoe ("Feedback"). If Customer provides Feedback, then Crusoe and its Affiliates may use that Feedback without restriction and without obligation to Customer.

Confidential Information

Obligations

The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its Affiliates, employees, agents, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

Required Disclosure

Notwithstanding any provision to the contrary in this Agreement, the recipient or its Affiliate may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliate uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

Term and Termination

Agreement Term

The term of this Agreement (the "Term") will begin on the Effective Date and continue until the Agreement is terminated by one of the parties.

Termination

Customer may stop using the Services at any time. Customer or Crusoe may terminate this Agreement at its convenience at any time on prior written notice, upon which Customer must cease use of the Services.

Effect of Termination

If the Agreement is terminated, then (a) all rights and access to the Services will terminate (including access to Customer Data, if applicable), unless otherwise described in this Agreement, and (b) any Fees owed by Customer to Crusoe are immediately due upon Customer's receipt of the final electronic bill or as stated in the final invoice.

Representations and Warranties

Each party represents and warrants that (a) it has full power and authority to enter into the Agreement, and (b) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable.

Disclaimer

Except as expressly provided for in the Agreement, Crusoe does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) any representations about content or information accessible through the Services.

To the extent permitted by applicable law, the Service, Output and Documentation are offered "as-is" and "as available".

Limitation of Liability

Limitation on Indirect Liability

To the extent permitted by applicable law and subject to [Unlimited Liabilities](#), Crusoe will not have any Liability arising out of or relating to the Agreement for any (a) direct, indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, profits, savings, data or goodwill.

Limitation on Amount of Liability

Crusoe's total aggregate Liability for damages arising out of or relating to the Agreement is limited to \$1,000.

Unlimited Liabilities

Nothing in the Agreement excludes or limits Customer's Liability for: (a) its fraud or fraudulent misrepresentation; (b) its obligations under [Indemnification](#); (c) its infringement of Customer's Intellectual Property Rights; or (d) its payment obligations under the Agreement; Neither party's Liability is excluded or limited with respect to matters for which liability cannot be excluded or limited under applicable law.

Indemnification

Crusoe Indemnification Obligations

Crusoe will defend Customer and its Affiliates using the Services under Customer's Account and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Service itself, independent of the provision or use of a Model or Output, or any Crusoe Brand Feature, in each case used in accordance with the Agreement, infringes the third party's Intellectual Property Rights.

Customer Indemnification Obligations

Customer will defend Crusoe and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Application, Customer Data, or Customer Brand Features; or (b) Customer's or an End User's use of the Services .

Exclusions

[Crusoe Indemnification Obligations](#) and [Customer Indemnification Obligations](#) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement, (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement, and (c) in the case of Crusoe or any of its Affiliates as the indemnifying party, any Services provided to Customer free of charge.

Conditions

Crusoe Indemnification Obligations and Customer Indemnification Obligations are conditioned on the following:

1. Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section prejudices the defense of the Third-Party Legal Proceeding, the indemnifying

party's obligations under [Crusoe Indemnification Obligations](#) or [Customer Indemnification Obligations](#) (as applicable) will be reduced in proportion to the prejudice.

2. Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

Remedies

If Crusoe reasonably believes the Service might infringe a third party's Intellectual Property Rights, then Crusoe may, at its sole option and expense (a) procure the right for Customer to continue using the Services; (b) modify the Services to make them non-infringing without materially reducing their functionality; or (c) replace the Services with a non-infringing, functionally equivalent alternative. If Crusoe does not believe the remedies in this Section are commercially reasonable, then Crusoe may Suspend or terminate Customer's use of the impacted Services.

Sole Rights and Obligations

Without affecting either party's termination rights, Indemnification states the parties' sole and exclusive remedy under this Agreement for any third-party allegations of Intellectual Property Rights infringement is covered by Indemnification.

Miscellaneous

Emails

The parties may use emails to satisfy written approval and consent requirements under the Agreement.

Assignment

Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where (a) the assignee has agreed in writing to be bound by the terms of this Agreement, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

Change of Control

If a party experiences a change of Control other than as part of an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), that party will give written notice to the other party within 30 days after the change of Control.

Force Majeure

Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

Subcontracting

Crusoe may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

No Agency

This Agreement does not create any agency, partnership, or joint venture between the parties.

No Waiver

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

Severability

If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

No Third-Party Beneficiaries

This Agreement does not confer any benefits on any third party unless it expressly states that it does.

Equitable Relief

Nothing in this Agreement will limit either party's ability to seek equitable relief.

Amendments

Except as stated in [Modifications: To the Agreement](#) or [Modifications: To the Data Processing and Security Terms](#), any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

Survival

The following Sections will survive expiration or termination of this Agreement: [Intellectual Property Rights; Protection of Customer Data; Feedback, Confidential Information, Effect of Termination, Disclaimer, Limitation of Liability, Indemnification, and Miscellaneous](#).

Entire Agreement

This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. The URL Terms are incorporated by reference into the Agreement. After the Effective Date, Crusoe may provide an updated URL in place of any URL in this Agreement.

Conflicting Terms

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order (of decreasing precedence): the [Data Processing and Security Terms](#), the remainder of the Agreement (excluding the URL Terms), and the URL Terms (excluding the Data Processing and Security Terms).

Headers

Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

U.S. Governing Law

U.S. City, County, and State Government Entities

If Customer is a U.S. city, county, or state government entity, then the Agreement will be silent regarding governing law and venue.

U.S. Federal Government Entities

If Customer is a U.S. federal government entity, then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW, (I) THE LAWS OF THE STATE OF NEW YORK (EXCLUDING NEW YORK'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN DENVER, COLORADO.

All Other Entities

If Customer is any entity not identified in [U.S. City, County, and State Government Entities](#) or [U.S. Federal Government Entities](#), then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY NEW YORK LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF DENVER COUNTY, COLORADO, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

Models for Crusoe Managed Inference Service

With Crusoe's managed inference service, you can test and deploy AI models for generative language, image, and processing tasks. Available Models are listed at: <https://docs.crusoecloud.com/>