

Service Specific Terms

These Service Specific Terms are incorporated into the [Crusoe Cloud Platform Terms of Service](#) (the “Agreement”). Capitalized terms used but not defined in the Service Specific Terms have the meaning given to them in the Agreement.

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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:

Definitions

- “Fees URL” means <https://crusoe.ai/cloud/pricing> or applicable pricing information in the Admin Console.
- “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.

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 Admin Console, Documentation, email, or as otherwise communicated by Crusoe. Use of a trial indicates Customer's acceptance of any such parameters.

Crusoe Managed Inference Terms

These terms apply to the portion of the Services that allow Customers to interact with artificial intelligence models using a scalable endpoint or a web-based user interface along with complementary services (the “Managed Inference Service”). The Managed Inference Service is a Service under the Agreement.

Definitions

- “API Keys” means unique identifiers provided by Crusoe to the Customer to authenticate and authorize their access to the Crusoe API.
- “Customer Model” means a Model owned by Customer that Customer uploads, fine tunes or deploys in the Managed Inference Service.
- “EU AI Act” means Regulation (EU) 2024/1689.
- “Input” means any data, text, video, query or other information that Customer submits through the Managed Inference Service for processing by the Models.
- “Model” means a computational algorithm designed to perform tasks by learning patterns from data, used for prediction, classification, or decision-making. Models include Customer Models and Third-Party Offerings.
- “Output” means any data, text, video, results or other information generated by the Models in response to the Input provided by the Customer to the Managed Inference Service.

In addition, the definition of “Third-Party Offerings” in the Agreement includes Models, datasets, applications, products, services, or solutions that Crusoe makes available for Customer’s use with the Managed Inference Service that originate from a third party and may be subject to terms and conditions separate from the Agreement, such as an open source license, third party terms, or other terms.

Scope of the Service

The Managed Inference Service provides Customers with the inference from available Models via web interface (i.e., the Admin Console) or Crusoe API. Customers can set an Input and parameters, which may depend on the Model. In response, the Customer receives an Output.

By using our Managed Inference Service, Customer acknowledge that it is interacting with an AI System as defined by the EU AI Act, and Customer must inform End Users of this clause prior to their use of any Customer Application.

API Usage

Crusoe grants Customer a worldwide, revocable, non-exclusive, non-sublicensable and non-transferable right to use the Crusoe API for the Managed Inference Service for the term of the Agreement. This right is granted for the purpose of incorporating the API into Customer Applications, and includes the right to allow End Users to use the Managed Inference Service through Customer Applications.

Customer is responsible for maintaining the security of its API Key and for any activity that occurs while using its API Key

Customer is responsible for informing its End Users about these terms when using the Managed Inference Service through a Customer Application.

Additional Restrictions on Usage

Customer shall not, and shall not allow End Users to, use the Managed Inference Service or associated Crusoe API as part of a Customer Application or other online service that is directed towards or is likely to be accessed by individuals under the age of 18.

Customer shall not, and will not allow End Users to (a) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract Input or Output of other Customers of the Managed Inference Service; (b) use the Managed Inference Service or associated Crusoe API as part of a high-risk AI system or in prohibited AI practices, each as defined in the EU AI Act; (c) use or access the Managed Inference Service to develop a product or service that competes with the Managed Inference Service or engage in competitive analysis or benchmarking; (d) impose an unreasonable or disproportionately heavy load on the Managed Inference Service or associated Crusoe API, or exceed any rate limits; (e) attempt to probe, scan or test the vulnerability of the Managed Inference Service, breach security or authentication measures without the proper authorization, or intentionally render any part of the Managed Inference Service or the associated Crusoe API unusable.

Prohibition on Resale

Customer shall not transfer, distribute, resell, lease, license or assign the Managed Inference Service, or offer the Managed Inference Service on a standalone basis.

Service Fees

Unless specific fees are agreed by the parties in a separate agreement, the applicable Fees are specified in the Admin Console or the [Documentation](#).

Data Usage and Storage

By using the service, Customer grants Crusoe a license to access, use, host, cache, store, copy and modify Inputs, Outputs and Customer Models for the purposes of providing the Managed Inference Service. These rights and licenses are royalty free, transferable, sub-licensable, and worldwide.

The Company reserves the right, and has the absolute discretion, to remove, screen, or delete any of Inputs and Outputs as part of an investigation into reports of abuse, a complaint regarding violation of copyright, or a violation of this Agreement (including our [AUP](#)).

Crusoe does not store Inputs and Outputs for longer than is reasonably necessary to provide you the Managed Inference Service, or as part of an investigation as specified above.

We do not use any Inputs or Outputs to train Crusoe's Models or improve our Services without your explicit opt-in consent.

If Crusoe receives request from law enforcement for Inputs or Outputs, we shall challenge any request that is not binding and valid, provide you with notice (unless prohibited by law, in which case we shall request a waiver of such prohibition), and provide only information responsive to a reasonable interpretation of the request.

Protection of Inputs and Outputs

Inputs and Outputs are Customer Data, and Crusoe shall process it according to the [Data Processing and Security Terms](#).

Managed Inference Models

Customer's use of Third-Party Offerings are subject to separate terms and conditions, which are available in the Admin Console and our Documentation.

By using Customer Models or Third-Party Offerings in the Managed Inference Service, Customer acknowledges and agrees that Crusoe is not responsible for the content, accuracy, completeness, or quality of Outputs. Customer also acknowledges and agrees that Crusoe is not responsible for the functionality, performance, or compatibility of Customer Models with the Managed Inference Service.

Customer will have sole access to use Customer Models, and neither Crusoe nor any third party not authorized by Customer may access or use Customer Models except as needed to provide the Managed Inference Service.

Customer and End User's use of the Managed Inference Service and any Customer Models or Third-Party Offerings available therein must comply with Crusoe's [AUP](#).

Intellectual Property

Customer owns all Intellectual Property Rights in Customer Models. Crusoe does not claim any Intellectual Property Rights in Input and Output except for the license Customer grants Crusoe under the Data Usage and Storage section of these terms.

Customer acknowledges that the Managed Inference Service may, in some scenarios, produce the same or similar Output for multiple customers.

Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MANAGED INFERENCE SERVICE AND ITS OUTPUTS ARE OFFERED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR GUARANTEES OF ANY KIND. ALL REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED.

Indemnification

Crusoe Indemnification obligations

The Crusoe Indemnification Obligations in the Agreement do not apply to the Managed Inference Service, and are replaced with the following:

Crusoe will defend Customer and its Affiliates using the Managed Inference Service 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 Managed Inference Service 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

In addition to the Customer Indemnification Obligations in the Agreement, the following indemnification obligations apply to Customer's use of the Managed Inference Service:

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 the use of Customer Models with the Managed Inference Service.

Third-Party Terms

Disclaimer

Crusoe's suppliers will have no liability arising out of or relating to the Agreement. Customer is solely responsible for its use of offerings from third parties available through the Services ("Third-Party Offerings"), including data or other information Customer provides in connection with its use of Third-Party Offerings, and compliance with applicable laws, terms associated with Third-Party Offerings, and any other applicable policies.

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

- "Fees URL" means <https://crusoe.ai/cloud/pricing> or applicable pricing information in the Admin Console.
- "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

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).