Preview Services Agreement

This Preview Services Agreement ("Agreement") is entered into by Crusoe Technologies LLC ("Crusoe") and the customer ("Customer" or "you") under the Crusoe Cloud Platform Terms of Service or any other agreement between Crusoe and Customer that governs Customer's use of the Services, each as amended from time to time (the "Cloud ToS"), and supplements the Cloud ToS and the Service Specific Terms ("Service Terms"). Crusoe's Affiliates may provide parts of the Preview Services and benefit from Customer's obligations under this Agreement, but are not parties to it.

This Agreement applies to Customer's access to and use of any Preview Service, starting on the earlier of the date Customer accepts this Agreement or the date Customer first accesses or uses a Preview Service (the "Effective Date").

If you accept this Agreement, or access or use a Preview Service, 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.

1. Definitions

Capitalized terms defined in the Cloud ToS and Service Terms apply to this Agreement. In addition, in these terms:

"Base Model" means a pre-trained Model made available by Crusoe through a Preview Service, including for training, fine-tuning, reinforcement learning, evaluation, or inference.

"Customer Inputs" means any data, content, prompts, models, code (including reward functions, training environments, evaluation scripts, and containers), and other materials that Customer or its End Users upload, provide, or make available to a Preview Service.

"Customer Output" means any output, results, or model artifacts generated by a Preview Service from Customer Inputs or otherwise at Customer's direction, including trained or fine-tuned models (and their model weights, adapters, checkpoints, tokenizers, and associated metadata), evaluation results, experiment metrics, and inference outputs.

Customer Inputs and Customer Outputs are Customer Data under the Cloud ToS.

"End Users" means the individuals who are permitted by Customer to use the Preview Services. For clarity, End Users may include employees of Customer.

"Job" means any compute task submitted by or on behalf of Customer through a Preview Service, including any fine-tuning, reinforcement learning, training, evaluation, or inference task.

"Preview Service" means any product, service, feature, API, model, tool, integration, or functionality (including any related software) that Crusoe makes available to Customer under this Agreement and designates as "alpha," "beta,"

“private preview,” “preview,” “early access,” “experimental,” or with a similar pre-general availability designation.

“Preview Service Terms” means any additional terms, documentation, usage limits, or restrictions specific to a particular Preview Service that Crusoe provides or makes available to Customer in writing (including by email, in the Crusoe Cloud console, or in the documentation for that Preview Service).

2. Preview Service License; Fees; Marketing Quotes; Feedback

Subject to the terms and conditions of this Agreement, Crusoe grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable, revocable license to use each Preview Service that Crusoe makes available to Customer solely for the purpose of Customer’s internal testing and evaluation of such Preview Service, in accordance with this Agreement and any applicable Preview Service Terms. Crusoe may, in its sole discretion, make additional Preview Services available to Customer. Each additional Preview Service is governed by this Agreement without further acceptance by Customer, and Customer’s access to or use of a Preview Service constitutes acceptance of this Agreement and any applicable Preview Service Terms. In the event of a conflict, the following order of precedence applies with respect to a Preview Service, notwithstanding the “Entire Agreement,” “Amendments,” and “Conflicting Terms” sections of the Cloud ToS: (a) the Data Processing and Security Terms, except that Section 6 of this Agreement controls as to whether a Preview Service is within the scope of Crusoe’s audits, certifications, or data location commitments; (b) the applicable Preview Service Terms; (c) this Agreement; and (d) the remainder of the Cloud ToS and Service Terms.

Fees. Unless otherwise specified in the applicable Preview Service Terms, Crusoe will not charge Customer fees for use of a Preview Service before it is made generally available.

For any Preview Service that Crusoe designates as a private preview, upon Crusoe’s reasonable request, Customer agrees to provide Crusoe with at least one (1) quote (each, a “Quote”) regarding its experience with that Preview Service. Customer may approve the final wording of each Quote before Crusoe first uses it. Customer grants Crusoe a worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable license to use, reproduce, display, and distribute each approved Quote, along with Customer’s name and logo, in Crusoe’s marketing and promotional materials, provided that Crusoe follows any logo and brand guidelines that Crusoe receives from Customer.

Feedback. If Customer provides Crusoe with any suggestions, comments, or other feedback regarding a Preview Service (“Feedback”), Crusoe may use and incorporate such Feedback into its products and services without restriction or obligation to Customer. Feedback is not Customer’s Confidential Information. Feedback does not include Customer Data.

3. Customer Inputs, Customer Outputs, and Base Models

License to Process. Customer grants Crusoe a limited, royalty-free, non-exclusive, worldwide, sublicensable license to access, store, copy, execute, and process Customer Inputs and Customer Outputs solely to: (a) provide the Preview Services to Customer, including to perform Jobs submitted by Customer and store Customer Outputs as

directed by Customer; (b) troubleshoot and support the Preview Services at Customer's request; and (c) comply with applicable law.

Ownership. As between the parties, Customer retains all Intellectual Property Rights in Customer Inputs and Customer Outputs, subject to the applicable Third-Party Terms and any third-party license terms applicable to Customer Inputs. The internal testing and evaluation limit in Section 2 applies to Customer's use of the Preview Services, not to Customer's use of Customer Outputs. Crusoe retains all rights in the Preview Services, including improvements to them and aggregated, de-identified usage and performance data that does not include Customer Inputs or Customer Outputs.

Customer Representations and Warranties. Customer represents and warrants that: (a) Customer has all necessary rights, consents, and licenses to upload and use the Customer Inputs with the Preview Services; (b) the Customer Inputs do not infringe any third party's Intellectual Property Rights; (c) Customer has obtained all necessary consents for any personal data included in Customer Inputs, and such use complies with applicable data protection laws; (d) the Customer Inputs do not contain content that violates Crusoe's Acceptable Use Policy or applicable law, and any code included in Customer Inputs does not contain viruses, malware, or other malicious code; and (e) by using a Base Model through a Preview Service, Customer's creation and intended use of the resulting Customer Outputs comply with the applicable Third-Party Terms and all applicable law.

Third-Party Terms Compliance. Customer is solely responsible for reviewing and complying with the applicable Third-Party Terms before using a Base Model through a Preview Service. If a Base Model provider modifies or revokes the applicable Third-Party Terms in a manner that affects Customer Outputs already produced by Customer, Customer is solely responsible for assessing the impact on its continued use of such Customer Outputs.

Customer Code. If a Preview Service allows Customer to submit executable code (such as reward functions, training environments, evaluation scripts, or containers), Customer is solely responsible for that code and its behavior. Crusoe may execute such code in an isolated environment, impose resource or network limits on it, and suspend or terminate any Job that Crusoe reasonably believes poses a security, stability, or legal risk to Crusoe, its other customers, or any third party.

Third-Party Offerings. A Preview Service may include, be based on, or be made available for use with Third-Party Offerings. For the purposes of this Agreement, "Third-Party Offerings" (as defined in the Cloud ToS and Service Terms) also includes any open-source software, Models, datasets, or other third-party products or services that are incorporated into, or made available for use with, a Preview Service, and that are identified in the applicable Preview Service Terms or documentation, and "Third-Party Terms" means the open-source licenses, end user license agreements, and other third-party terms that apply to any Third-Party Offering (including any Base Model). Customer's use of Third-Party Offerings is subject to the applicable Third-Party Terms and the "Third-Party Terms" section of the Service Terms.

Customer Indemnification. Customer will defend and indemnify Crusoe and its Affiliates against any third-party claim arising from Customer's breach of the representations in this Section 3, consistent with the Customer Indemnification Obligations in the Cloud ToS.

Limitation of Liability. The limitation on amount of liability in the Cloud ToS will not apply to damages arising out of Customer's breach of the representations in this Section 3 or of Section 5.

EU AI Act Compliance. By deploying a Customer Output (including any trained or fine-tuned model) for inference or otherwise, Customer may be placing an AI system on the market or putting it into service as defined by the EU AI Act. Customer is solely responsible for determining whether and how the EU AI Act or other applicable AI regulations apply to its use of Customer Outputs and for fulfilling any related obligations.

4. Term & Termination

This Agreement begins on the Effective Date and continues until terminated by either party upon written notice to the other. Either party may terminate this Agreement for convenience at any time. Customer acknowledges that the licenses granted to Customer hereunder shall terminate upon termination of this Agreement. The Quote license and Feedback provisions of Section 2, the End of Preview provisions of Section 4, Section 3, and Sections 5–7 survive termination of this Agreement and the end of any Preview Period.

Availability and Changes. Crusoe may modify, suspend, or discontinue any Preview Service (or any feature of it), or Customer's access to it, at any time, with or without notice. Crusoe has no obligation to make any Preview Service generally available, and any generally available version may differ materially from the Preview Service.

Updates to this Agreement. Crusoe may update this Agreement by posting a revised version at https://legal.crusoe.ai/#preview-services-agreement. Updates take effect thirty (30) days after posting, except that updates required by law or that apply only to new Preview Services take effect when posted. Customer's continued use of a Preview Service after an update takes effect constitutes acceptance of the update. If Customer does not agree to an update, it must stop using the affected Preview Services.

End of Preview. Customer's right to use a Preview Service under this Agreement (the "Preview Period" for that Preview Service) ends on the earliest of: (a) the date that Preview Service is made generally available, after which any continued use of it will be governed by the Cloud ToS, the applicable Service Terms, and any applicable fees; (b) Crusoe's discontinuation of that Preview Service or of Customer's access to it; or (c) termination of this Agreement. The end of Customer's access to one Preview Service does not affect Customer's access to any other Preview Service. Customer is responsible for exporting any Customer Outputs before the end of the applicable Preview Period. Unless Crusoe ends Customer's access due to Customer's breach, Crusoe will make reasonable efforts to allow Customer to retrieve Customer Outputs for thirty (30) days after the Preview Period ends. Thereafter, Crusoe will delete Customer Inputs and Customer Outputs stored in that Preview Service in accordance with the Data Processing and Security Terms and any applicable Preview Service Terms, unless that Preview Service became generally available and Customer continues to use it.

5. Restrictions on Usage; Confidentiality

Customer acknowledges that Preview Services that are not publicly available may contain confidential information and trade secrets of Crusoe and its licensors.

Restrictions. Customer will not, and will not allow End Users to:

1. copy (except as strictly necessary to use a Preview Service in accordance with the terms of Section 2 hereof), distribute, sell, sublicense or otherwise transfer or make available any Preview Service or any

portion thereof to any third party;

2. remove from view any copyright legend, trademark or confidentiality notice appearing on any Preview Service or its output;
3. modify, adapt, translate, reverse engineer, decompile, disassemble or derive the source code for any Preview Service, or authorize a third party to do any of the foregoing;
4. use any Preview Service to circumvent or modify safety features or alignment of any Base Model in a manner that violates the applicable Third-Party Terms or Crusoe's Acceptable Use Policy;
5. use any Preview Service to develop a product or service that directly competes with such Preview Service;
6. use any Customer Output as part of a high-risk AI system or in prohibited AI practices, each as defined in the EU AI Act;
7. submit Customer Inputs that include (i) protected health information subject to HIPAA without a signed Business Associate Agreement with Crusoe, (ii) data subject to Export Control or Sanctions Laws, or (iii) any other categories of data prohibited in the applicable Preview Service Terms;
8. impose an unreasonable or disproportionately heavy load on any Preview Service, or exceed any rate limits, including those stated in the applicable Preview Service Terms; or
9. attempt to probe, scan or test the vulnerability of any Preview Service, or breach security or authentication measures without the proper authorization.

Confidentiality. Non-public information about a Preview Service that Crusoe designates as a private preview or otherwise identifies as confidential, including its features, performance, and related technical information (excluding any Third-Party Offerings that are publicly available under an open-source license) is Confidential Information under the Cloud ToS, and Customer may only disclose such information to its Delegates (as defined in the Cloud ToS) who have a bona fide need to know it for Customer's evaluation of the Preview Services and who are bound by written use and nondisclosure obligations at least as protective as those set forth in this Agreement and the Cloud ToS. Customer will promptly report any violation of this provision to Crusoe.

6. Warranty

THE PREVIEW SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE". PREVIEW SERVICES ARE PRE-RELEASE OFFERINGS THAT MAY BE INCOMPLETE, CONTAIN ERRORS, OR BE MODIFIED OR DISCONTINUED AT ANY TIME. UNLESS OTHERWISE STATED IN THE APPLICABLE PREVIEW SERVICE TERMS, PREVIEW SERVICES ARE NOT SUBJECT TO ANY SERVICE LEVEL AGREEMENT OR SUPPORT COMMITMENT, AND MAY NOT BE IN SCOPE FOR CRUSOE'S SECURITY CERTIFICATIONS OR AUDIT REPORTS (SUCH AS SOC 2) OR ANY DATA LOCATION COMMITMENTS. CRUSOE DOES NOT WARRANT THAT ANY JOB WILL SUCCEED OR THAT ANY CUSTOMER OUTPUT WILL ACHIEVE ANY PARTICULAR LEVEL OF PERFORMANCE, ACCURACY OR QUALITY. CRUSOE DISCLAIMS ALL WARRANTIES WITH RESPECT TO

THE PREVIEW SERVICES AND CUSTOMER OUTPUTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. Limitation of Liability

EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF CRUSOE AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF ANY PREVIEW SERVICE, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF $500 OR THE FEES PAID BY CUSTOMER FOR THE APPLICABLE PREVIEW SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT WILL CRUSOE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.