Crusoe Cloud Platform Terms of Service

Welcome to the Crusoe Cloud platform! Our platform provides infrastructure for training, inference, generative AI, and scientific workloads, powered by cutting edge GPUs.

These Crusoe Cloud Platform Terms of Service (together, the "Agreement") outlines the terms regarding your use of our Services. This Agreement is a legally binding contract between Crusoe Technologies 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 clicks to accept it (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

- "**Account**" means Customer's Crusoe Cloud account.
- "**Admin Console**" means the online console(s) or dashboard provided by Crusoe to Customer for administering the Services.
- "**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.
- "**Crusoe API**" means any application programming interface provided by Crusoe as part of the Services.
- "**Customer Application**" means a software program that Customer creates or hosts using the Services.

- "**Customer Data**" means data that is uploaded to the Services or TSS by Customer or End Users under the Account, excluding 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 Services. 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.
- "**Fee Accrual Period**" means a calendar month or another period specified by Crusoe.
- "**Fees**" means the applicable fees for each Service or Software plus any applicable Taxes. The Fees for each Service are stated at https://crusoe.ai/cloud (incorporated into the Agreement by this reference) or the Documentation.
- "**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.
- "**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.
- "**Notification Email Address**" means the email address(es) designated by Customer in the Admin Console.
- "**Service Specific Terms**" means the then-current terms specific to one or more Services stated at Service Specific Terms.
- "**Services**" means the then-current services described at https://crusoe.ai/cloud and the Documentation, excluding any Third-Party Offerings.
- "**SLA**" means each of the then-current service level agreements at Service Level Agreements.
- "**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).
- "**Trademark Guidelines**" means Crusoe's Trademark Guidelines.
- "**TSS**" means the then-current technical support service provided by Crusoe to Customer under the TSS Guidelines.
- "**TSS Guidelines**" means Crusoe's technical support services guidelines then in effect for the Services at Technical Support Services Guidelines.
- "**URL Terms**" means, collectively, the AUP, Data Processing and Security Terms, Service Specific Terms, SLAs, and TSS Guidelines.

Provision of the Services

Services Use

During the Term, Crusoe will provide the Services in accordance with the Agreement, including the SLAs, 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.

Admin Console

Customer will have access to the Admin Console, through which Customer may manage its use of the Services. Customer must complete a registration process for an Account that designates a user ID, password, and information necessary for Crusoe's compliance obligations. Customer shall ensure that all information provided to us via this registration process is accurate, complete and not misleading.

Accounts

Customer is responsible for the information it provides to create the Account, the security of its passwords for the Account, and for any use of its Account. Customer may only have one active Account and Crusoe has no obligation to provide multiple accounts to Customer.

Modifications

To the Services

Crusoe may make changes, updates or enhancements to the Services from time to time. Crusoe will inform Customer if Crusoe makes a material change to the Services that has a material impact on Customer's use of the Services provided that Customer has subscribed with Crusoe to be informed about such change.

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 30 days after they are posted, except to the extent the changes apply to new functionality or the Data Processing and Security Terms, or are required by applicable law, in which case they will be effective immediately. Crusoe will provide at least 90 days' advance notice for materially adverse changes to any SLAs by (a) sending an email to the Notification Email Address; (b) posting a notice in the Admin Console; or (c) posting a notice to the applicable SLA webpage. If Customer does not agree to the revised Agreement, Customer may stop using the Services. Customer may also terminate this Agreement for convenience under Termination 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 to https://legal.crusoe.ai/#terms-of-service.

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.

Discontinuation of Services

Crusoe will notify Customer at least 90 days before discontinuing any Service (or associated material functionality) unless Crusoe replaces such discontinued Service or functionality with a materially similar Service or functionality. Further, Crusoe will notify Customer at least 90 days before significantly modifying a Customer-facing Crusoe API in a backwards-incompatible manner. Nothing in Discontinuation of Services limits Crusoe's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden.

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.

Payment Terms

Online Billing

At the end of the applicable Fee Accrual Period or as otherwise stated by Crusoe in the Admin Console, Crusoe will issue an electronic bill to Customer for all charges based on Customer's use of the Services during the applicable Fee Accrual Period (including, if applicable, the relevant Fees for TSS). Customer will pay all Fees in the currency stated in the invoice. If Customer elects to pay by credit card, debit card, or other non-invoiced form of payment, Crusoe will charge (and Customer will pay) all Fees immediately at the end of the Fee Accrual Period. If Customer elects to pay by invoice (and Crusoe agrees), all Fees are due as stated in the invoice. Customer's obligation to pay all Fees is non-cancellable. Crusoe's measurement of Customer's use of the Services is final. Crusoe has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by Crusoe.

Taxes

Customer is responsible for any Taxes, and will pay Crusoe for the Services without any reduction for Taxes. If Crusoe is obligated to collect or pay any Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Crusoe, unless Customer provides Crusoe with a timely and valid tax exemption certificate in respect of those Taxes.

Customer will provide Crusoe with any applicable tax identification information that Crusoe may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Crusoe for) any taxes, interest, penalties, or fines arising out of any mis-declaration by Customer.

Payment Disputes & Refunds

Any payment disputes must be submitted before the payment due date. If the parties determine that certain billing inaccuracies are attributable to Crusoe, Crusoe will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Crusoe will apply the credit memo amount to a disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. Refunds (if any) are at Crusoe's discretion and will only be in the form of credit for the Services. Nothing in this Agreement obligates Crusoe to extend credit to any party.

Delinquent Payments; Suspension

Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Crusoe in collecting such delinquent amounts. Further, if Customer's payment for the Services is overdue, Crusoe may Suspend the Services.

Customer Obligations

Compliance

Customer will (a) ensure that Customer and its End Users' use of the Services 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, Account, or Customer's password 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 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; or (d) 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 (including creating multiple Customer Applications or Accounts to simulate or act as a single Customer Application or Account (respectively) 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.

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 Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Crusoe's request, then Crusoe may Suspend all or part of Customer's use of the Services 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

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

Technical Support Services

By Customer

Customer is responsible for technical support of its Customer Applications.

By Crusoe

Subject to payment of any applicable support Fees, Crusoe will provide TSS to Customer during the Term in accordance with the TSS Guidelines.

Promotional Offerings

Crusoe may make promotional credits, free trials, discounted access, or other promotional incentives (each, a "Promotional Offering") available to Customer from time to time. For the avoidance of doubt, credits issued pursuant to any SLA are not Promotional Offerings. Crusoe will determine Promotional Offering eligibility in its sole discretion, and Crusoe may modify, suspend, or revoke any Promotional Offering at any time, with or without notice. Crusoe will communicate in writing to Customer the terms and conditions applicable to a Promotional Offering, including duration, usage limits, and eligible Services. To the extent a Promotional Offering includes promotional credits: (a) such credits have no cash value, are non-refundable, and are non-transferable; (b) credits may only be applied toward eligible Services as designated by Crusoe and not toward Taxes or other charges; and (c) credits expire as specified by Crusoe or upon termination of this Agreement, whichever is earlier.

Unless Crusoe expressly states otherwise in a written supplement, (a) the SLAs do not apply to Services made available during a Promotional Offering, and Crusoe provides such Services on a reasonable-efforts basis; and (b) Crusoe has no obligation to provide TSS for Services used during a Promotional Offering. Customer assumes all risks and costs associated with its use of the Services during any Promotional Offering.

Customer's sole remedy for any dissatisfaction with, or breach of this Agreement by Crusoe during, a Promotional Offering is termination of the applicable Services provided under that Promotional Offering.

Preview Services

Crusoe may make available products, features, or functionality that it designates as “alpha,” “beta,” “private preview,” “preview,” “early access,” “experimental,” or with a similar pre-general availability designation (“Preview Services”). Preview Services are not Promotional Offerings. Customer’s use of Preview Services is governed by the then-current Preview Services Agreement found at https://legal.crusoe.ai/#preview-services-agreement (the “Preview Services Agreement”). With respect to Preview Services, the order of precedence in the Preview Services Agreement applies, notwithstanding Conflicting Terms.

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. Where Crusoe is the recipient, its Delegates also include its actual and potential lenders and investors. 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 as stated in Term and Termination.

Termination for Breach

To the extent permitted by applicable law, either party may terminate this Agreement immediately on written notice if (a) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach or (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

Termination for Inactivity

Crusoe reserves the right to terminate the provision of the Services associated with a Customer upon 30 days' advance notice if, for a period of 60 days (a) Customer has not accessed the Admin Console or the Services have had no activity and (b) the Customer has not incurred any Fees for such Services.

Termination for Convenience

Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and, upon termination, must cease use of the applicable Services. Crusoe may terminate this Agreement for its convenience at any time with 30 days' prior written notice to Customer.

Termination Due to Applicable Law; Violation of Laws.

Crusoe may terminate this Agreement immediately on written notice if Crusoe reasonably believes that (a) continued provision of any Service used by Customer would violate applicable law(s) or (b) Customer has violated or caused Crusoe to violate any Anti-Bribery Laws or Export Control or Sanctions Laws.

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) all 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.

Publicity

Customer may state publicly that it is a Crusoe customer and display Crusoe Brand Features in accordance with the Trademark Guidelines. Crusoe may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

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.

Limitation of Liability

Limitation on Indirect Liability

To the extent permitted by applicable law and subject to Unlimited Liabilities, neither party will have any Liability arising out of or relating to the Agreement for any (a) indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, profits, savings, or goodwill.

Limitation on Amount of Liability

Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid during the 12 month period before the event giving rise to Liability, except Crusoe's total aggregate Liability for damages arising out of or related to Services or Software provided free of charge is limited to $1,000.

Unlimited Liabilities

Nothing in the Agreement excludes or limits either party's Liability for: (a) its fraud or fraudulent misrepresentation; (b) its obligations under Indemnification; (c) its infringement of the other party's Intellectual Property Rights; (d) its payment obligations under the Agreement; or (e) 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 any Service 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 in breach of the AUP or Restrictions.

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:

a. 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.

b. 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 Services 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

Notices

Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Crusoe must be sent to notices@crusoe.ai. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

Emails

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

Assignment

Crusoe may freely assign this Agreement and any order or part of this Agreement. Customer may not assign or otherwise transfer any part of this Agreement without the prior written consent of Crusoe, except that such consent is not required in the event of a merger, reorganization, consolidation, change of control, or sale of all or substantially all Customer's assets, provided that Customer promptly notifies Crusoe of such permitted assignment. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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.

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.

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: Payment Terms, 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.