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.

Table of Contents:

1. General Service Terms
2. General Software Terms
3. Crusoe Intelligence Foundry Terms
4. Third Party Terms
5. Pricing and Billing Terms

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 Intelligence Foundry Terms

These Crusoe Intelligence Foundry Terms (the “Intelligence Foundry Terms”) apply to the Services that allow Customers to interact with, deploy and fine-tune Models using a scalable endpoint or a web-based user interface along with complementary services (collectively, the “Crusoe Intelligence Foundry”). The Crusoe Intelligence Foundry is a Service under the Agreement, and includes services that:

- Provide Customers with the inference from Models via web interface (i.e., the Admin Console) or Crusoe API (the “Managed Inference Service”); and
- Allow Customers to submit Fine-Tuning Jobs, process Training Data, and produce Fine-Tuned Models (the “Fine-Tuning Service”).

Definitions

- “API Key” means a unique identifier provided by Crusoe to the Customer to authenticate and authorize their access to the Crusoe API.
- “Base Model” means a pre-trained Model made available by Crusoe for fine-tuning through the Fine-Tuning Service.
- “Checkpoint” means an intermediate saved state of a Fine-Tuned Model produced during a Fine-Tuning Job, which may be used to resume training or produce a Fine-Tuned Model.
- “Customer Model” means a Model owned or licensed by Customer that Customer uploads or deploys in the Managed Inference Service, or a Fine-Tuned Model created using the Fine-Tuning Service.
- “EU AI Act” means Regulation (EU) 2024/1689.
- “Fine-Tuned Model” means one or more model artifacts produced by a completed Fine-Tuning Job, including model weights, adapters, tokenizer, and associated metadata.
- “Fine-Tuning Job” means an asynchronous compute task submitted by Customer to Crusoe that uses Training Data to modify the weights of a Base Model.
- “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. Models include Base Models, 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.
- “Training Data” means data that Customer uploads or provides to the Fine-Tuning Service for use in a Fine-Tuning Job.

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 or Fine-Tuning 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, end user license agreement, or other terms (collectively, “Third-Party Terms”).

For the sake of clarity, “Customer Data” (as defined in the Agreement) includes Input, Output, Customer Models, Checkpoints, and Training Data.

Scope of the Services

Managed Inference Service

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

By using the Managed Inference Service, Customer acknowledges that it is interacting with an “AI system” as defined by the EU AI Act and applicable U.S. state laws, and Customer must inform End Users that they are interacting with an “AI system” if legally required.

Fine-Tuning Service

The Fine-Tuning Service enables Customers to: (a) upload Training Data, choose a Base Model, configure fine-tuning parameters, and submit Fine-Tuning Jobs via the Admin Console, Crusoe API, or SDK; (b) monitor Fine-Tuning Job progress; and (c) manage resulting Fine-Tuned Models and Checkpoints.

If Customer elects to integrate the Fine-Tuning Service with a Third-Party Offering or any other third-party service, Customer’s use of such service is governed by the terms of that third-party provider. Customer is responsible for ensuring that any data transmitted to such third-party service complies with Customer’s obligations under the applicable Third-Party Terms and applicable law.

Customer is solely responsible for determining whether and how the EU AI Act, U.S. state laws or other applicable AI statutes, regulations, or other laws apply to Customer’s use and deployment of Fine-Tuned Models and for fulfilling any related legal obligations.

Crusoe does not guarantee that any Fine-Tuning Job will succeed or that any Fine-Tuned Model or Checkpoint will meet Customer’s performance requirements.

API License and Usage

Managed Inference Service

Conditioned upon Customer's compliance with the Agreement, Crusoe grants Customer a worldwide (subject to Export Control and Sanctions Laws), 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 solely for the purposes of incorporating the Crusoe API into Customer Applications, including allowing End Users to use the Managed Inference Service through Customer Applications.

Customer is responsible for informing its End Users about, and ensuring End Users comply with, these Intelligence Foundry Terms. If End Users are permitted to use the Managed Inference Service through a Customer Application, Customer is responsible for entering into a written agreement with its End Users that substantively includes the relevant portions of these Intelligence Foundry Terms.

Fine-Tuning Service

Conditioned upon Customer's compliance with the Agreement, Crusoe grants Customer a worldwide (subject to Export Controls and Sanctions Laws), revocable, non-exclusive, non-sublicensable and non-transferable right to use the Crusoe API for the Fine-Tuning Service for the Term of the Agreement for the purposes of managing Fine-Tuning Jobs and using the resulting Fine-Tuned Models and Checkpoints.

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

Model and Data Usage; Storage

Customer Licenses to Crusoe

By using the Crusoe Intelligence Foundry, 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 services within the Crusoe Intelligence Foundry.

In addition, Customer grants Crusoe a license to access, store, copy and process Training Data and Checkpoints solely to (a) perform Fine-Tuning Jobs submitted by Customer; (b) troubleshoot and support the Fine-Tuning Service at Customer's request; and (c) comply with applicable law.

These rights and licenses are royalty-free, worldwide, sub-licensable by Crusoe to its Affiliates and Service Providers, and transferable to the extent Customer has such rights.

Zero Data Retention

For the Managed Inference Service, Crusoe does not store Inputs and Outputs to disk, and only processes them as long as necessary to provide Customer with the Crusoe Intelligence Foundry or as otherwise provided in the Data Processing and Security Terms. This processing includes standard cache use patterns for inference, including temporarily caching Inputs and Outputs in memory, evicting cache entries to make room for new requests, and immediately wiping the cache when the model instance is deleted.

This section does not apply to any feature of the Services that by design requires the retention or further processing of data beyond the time needed to generate and deliver Output, which includes, among other things, asynchronous inference and any training or fine-

tuning features.

Crusoe does not use Inputs or Outputs to train Models or improve our Services without Customer's explicit opt-in consent.

Processing and Storage of Training Data and Checkpoints

Crusoe only processes Training Data to provide Customer the Fine-Tuning Service as requested.

Customer may delete Training Data and Checkpoints at any time as specified in the Data Processing and Security Terms.

We do not use Training Data to train Models or improve our Services without Customer's explicit opt-in consent.

Data Protection

Crusoe shall process Inputs, Outputs, Customer Models, Checkpoints and Training Data according to the Data Processing and Security Terms.

Additional Customer Restrictions

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 shall not allow End Users to, submit Training Data to the Fine-Tuning Service that includes (i) protected health information subject to HIPAA without a signed Business Associate Agreement with Crusoe; or (ii) data subject to Export Control or Sanctions Laws.

Customer shall not, and shall not allow End Users to, (a) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract Input or Output of other Customers of the Crusoe Intelligence Foundry; (b) use the Crusoe Intelligence Foundry or associated Crusoe APIs 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 Crusoe Intelligence Foundry to develop a product or service that competes with the Crusoe Intelligence Foundry or engage in competitive analysis or benchmarking; (d) impose an unreasonable or disproportionately heavy load on the Crusoe Intelligence Foundry or associated Crusoe APIs, or exceed any rate limits; (e) attempt to probe, scan or test the vulnerability of the Crusoe Intelligence Foundry, breach security or authentication measures without the proper authorization, or intentionally render any part of the Crusoe Intelligence Foundry or the associated Crusoe APIs unusable.

Prohibition on Resale

Customer shall not transfer, distribute, resell (except pursuant to a separate agreement with Crusoe), lease, license or assign the Managed Inference Service or Fine-Tuning Service, or offer either 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.

Models

Customer's use of Third-Party Offerings is subject to Third-Party Terms. Third-Party Terms for Base Models are available for Customer's review in the Admin Console and our Documentation. Customer is solely responsible for its compliance with all Third-Party Terms, including any subsequent modifications or revocations.

Customer or its End Users shall not use the Fine-Tuning Service to circumvent or modify safety features or alignment of Base Models in a manner that violates the applicable Third-Party Terms, Crusoe's AUP or applicable law.

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

Intellectual Property, Representations, Compliance with AUP

As between Crusoe and Customer, Customer owns all Intellectual Property Rights in Customer Models (subject to any applicable Third-Party Terms), Checkpoints and Training Data.

Customer represents and warrants that (a) it owns and controls, or has obtained and will maintain for the Term, all licenses and rights in the Inputs, Customer Models, and Training Data necessary to enable Crusoe to provide the Crusoe Intelligence Foundry under the Agreement; (b) Crusoe's access, upload, or use of the Inputs, Customer Models, and Training Data in connection with the Crusoe Intelligence Foundry will not infringe, misappropriate or otherwise violate the rights of any third party; and (c) the Training Data does not contain content that violates Crusoe's AUP. The representations and warranties regarding Customer Models in this section exclude Base Models.

Crusoe does not claim any Intellectual Property Rights in Inputs, Outputs, Training Data, Checkpoints, or Customer Models except for the license Customer grants Crusoe under these Intelligence Foundry 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 CRUSOE INTELLIGENCE FOUNDRY, OUTPUTS, CHECKPOINTS, AND FINE-TUNED MODELS ARE OFFERED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OR GUARANTEES OF ANY KIND. ALL REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED.

Indemnification

Crusoe Indemnification Obligations

The Crusoe Indemnification Obligations in the Agreement do not apply to the Crusoe Intelligence Foundry, and are replaced with the following, subject to the Exclusions and Conditions in the Agreement:

Crusoe will defend Customer and its Affiliates using the Crusoe Intelligence Foundry under Customer’s Account and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that either the Crusoe Intelligence Foundry (independent of the upload, provision or use of Training Data, Third-Party Offerings, Input, 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

The Customer Indemnification Obligations in the Agreement are supplemented as follows with respect to Customer’s use of the Crusoe Intelligence Foundry:

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 any Input, Training Data, Customer Models, or Checkpoints, or the Customer’s use of the Crusoe Intelligence Foundry.

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).