**Inference.ai – Terms of Service**

These terms of service ("Terms of Service"), in conjunction with the Order, Acceptable Use Policy, Service Level Agreement, Privacy Notice, and Data Protection Addendum (collectively, the "Agreement"), outline the legal terms governing the contract between Inference.ai ("Inference.ai") and the individual or entity named on the Order ("Customer").

**1. Interpretation**

The definitions and rules of interpretation, as detailed in clause 16, are applicable throughout the Agreement.

**2. Inference.ai Services**

2.1 The Customer may request Inference.ai Services by entering into an Order. Orders will only be legally binding if and to the extent accepted by Inference.ai. Each Order entered into by the Customer and Inference.ai will be part of the Agreement, not a separate contract.

2.2 Subject to the provisions of the Agreement, Inference.ai will, in accordance with the relevant Order (including the specified timeframes and specifications), undertake the following:
- (a) Perform the Set-up Services.
- (b) Facilitate access to, and use of, the Cloud Services.
- (c) Provide Support Services in accordance with the Service Level Agreement.
- (d) Perform Additional Services.

2.3 In accordance with clause 2.2, Inference.ai hereby grants the Customer a non-exclusive, non-transferable, limited license to use the Inference.ai Platform to access the Cloud Services solely for the Customer's internal business purposes.

2.4 Inference.ai may provide the Inference.ai Services (or any part of them) through any of its Affiliates.

2.5 For the performance of the Inference.ai Services, time will not be considered essential.

**3. Payment**

3.1 The Customer shall pay Inference.ai the fees specified in the Order. If the Order includes Inference.ai Services charged:
- (a) on a per-minute basis (e.g., "instant server" deployment), the Customer must provide a form of payment or deposit sufficient funds with Inference.ai in advance. Access to such Inference.ai Services will cease if the Customer's account has insufficient funds.
- (b) on a subscription basis (e.g., "dedicated server" orders), the Customer authorizes Inference.ai to charge the Customer's credit card (or other approved payment mechanism), or

invoice the Customer for all amounts due and owing for any Order, including taxes and any other associated fees.

3.2 Unless stated otherwise, the fees do not include applicable taxes or other charges imposed by law. The Customer shall additionally pay such applicable taxes and other charges in the manner prescribed by law.

3.3 Inference.ai may change prices at any time unless otherwise contractually obligated within the order, including changing from a free service to a paid service and charging for Inference.ai Services that were previously offered free of charge. However, Inference.ai will provide the Customer with prior notice and an opportunity to close the Customer's account if Inference.ai changes the price of a Cloud Service or Inference.ai Service to which the Customer is subscribed. Any price changes or changes to the Customer's subscription plan(s) will apply no earlier than at least thirty (30) days following notice to the Customer.

3.4 In the event Inference.ai is unable to collect the fees owed, Inference.ai may:
- (a) Suspend the Customer's access to or use of the Inference.ai Services without prior notice. Inference.ai will be entitled to maintain the suspension until the fees owed are received.
- (b) Take any other steps deemed necessary to collect such fees, and the Customer will indemnify Inference.ai for all associated costs and expenses, including collection fees, court costs, and legal fees. Customer further agrees that Inference.ai may collect interest at 10% per year on any amounts not paid when due.

3.5 The Customer is solely responsible for the accuracy and completeness of the payment method information provided to Inference.ai when placing an Order.

3.6 Inference.ai shall accept no liability for delays in the supply of Cloud Services or loss suffered by the Customer due to incorrect payment method information provided by the Customer or delays in processing by the Customer's payment method provider or processor.

## 4. Renewals

4.1 Unless stated otherwise in an Order or if the Customer cancels its subscription 60 days before renewal, subscriptions for Inference.ai Services will renew automatically. Customer authorizes Inference.ai to charge the fees for the next renewal term to the Customer's previous payment method. Inference.ai reserves the right, at its sole discretion, to prevent automatic renewal of any Inference.ai Services.

4.2 The Customer may cancel its auto-renewing Order at any time by emailing hello@Inference.ai. If the Customer cancels:
- (a) The Inference.ai Services will continue until the end of the current subscription term.
- (b) Customer will not receive a refund for any Inference.ai Services already paid for.

## 5. Customer Obligations

5.1 The Customer shall:
- (a) Provide Inference.ai with all information and assistance reasonably required to provide the Inference.ai Services.
- (b) Comply with the Acceptable Use Policy and Non-Circumvention Policy (each of which may be amended at any time).
- (c) Be responsible for any acts of unauthorized access to the Inference.ai Services, where such access is gained by unauthorized use of the Customer's Inference.ai account.
- (d) Inform Inference.ai immediately upon becoming aware of any unauthorized access to the Inference.ai Services via the Customer's Inference.ai account and aid in any investigation or legal action.
- (e) Comply with any applicable law.
- (f) Take full responsibility and accept all liability under all applicable laws regarding the use of the Cloud Services.

5.2 If the Customer fails to comply with clause 5.1 in any respect, Inference.ai may, without prior notice, suspend the Customer's access to or use of the Inference.ai Services and Cloud Services.

5.3 When the Customer is a natural person, the Customer confirms that they:
- (a) Are 18 years of age or older.
- (b) Have the necessary legal consent, permission, and capacity to use the Inference.ai Services in the applicable jurisdiction(s).

5.4 When a natural person creates an account and uses Inference.ai Services on behalf of an entity, they agree that they have the authority to bind that entity to the Agreement and are legally bound by the Agreement on behalf of such entity.

5.5 The Customer is responsible for notifying its employees, agents, and others related to the Customer's usage of the provisions of the Agreement, including where the terms of the Agreement are binding on them.

5.6 Customer represents and warrants that it is not:
- (a) Located in any country subject to trade and economic sanctions.
- (b) An individual or entity included on any U.S. lists of prohibited parties.
Additionally, Customer agrees not to sell, export, re-export, transfer, divert, or otherwise dispose of any service received from Inference.ai in contradiction with these laws and regulations.

5.7 Customer must utilize proper security protocols, including setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verifying the trustworthiness of persons with account access information.

5.8 Customer is responsible for keeping backups of any critical data. Inference.ai does not guarantee or accept liability for data that is lost or destroyed during the use of its services.

5.9 Customer must not use Inference.ai Services for any illegal or unauthorized purpose. Customer must not, in the use of the Inference.ai Services, violate any laws in its jurisdiction (including but not limited to copyright laws).

## 6. Intellectual Property

6.1 Customer retains any intellectual property rights that it holds in the Customer Content. Inference.ai claims no ownership or control over the Customer Content.

6.2 Subject to the rights granted to Inference.ai in this Agreement, Inference.ai retains all right, title, and interest in and to the Inference.ai Services, Inference.ai Platform, Inference.ai Content, and any other software or services provided by Inference.ai, including all related intellectual property rights.

6.3 Inference.ai grants the Customer a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Inference.ai Services solely for the Customer's internal business purposes as described in the Agreement.

6.4 If the Customer provides any feedback, comments, or suggestions about Inference.ai Services to Inference.ai ("Feedback"), Inference.ai may use such Feedback without any obligation to the Customer.

## 7. Confidentiality

7.1 Each party shall protect the confidentiality of the other party's Confidential Information using the same degree of care that it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care.

7.2 A party shall not disclose the other party's Confidential Information to any third party or use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under this Agreement.

7.3 Each party's Confidential Information includes all information disclosed to the other party that is marked as confidential or that the recipient should reasonably understand to be confidential.

7.4 Confidential Information does not include information that is:
- (a) Already known to the recipient without an obligation of confidentiality.
- (b) Independently developed by the recipient.
- (c) Publicly available.

7.5 A party may disclose the other party's Confidential Information when required by law, provided that the party gives the other party advance notice (to the extent legally permitted) and provides the other party an opportunity to challenge such disclosure.

7.6 The Customer is responsible for indemnifying FluidStack against any losses, damages, liability, costs (including legal fees), and expenses that FluidStack may incur or suffer due to or arising from any violation of the Customer's obligations under this clause 7.

## 8. Exclusions

8.1 Inference.ai does not own the Cloud Services or the underlying computing infrastructure. To the fullest extent permitted by law, Inference.ai does not accept any responsibility or liability for the Cloud Services, except as outlined in the Service Level Agreement. Inference.ai is also not responsible or liable for the following matters, which are the sole responsibility of the Customer:

(a) The inputting and maintenance of Customer Data, and, unless expressly agreed otherwise, its security.

(b) The accuracy, quality, integrity, and legality of Customer Data, as well as ensuring its use (including with Cloud Services) complies with all applicable laws and does not infringe Third-Party Provider's or any third party's intellectual property rights.

(c) Delays, failures, or loss of or damage to data arising from the transfer of data over the internet or other communication networks, including interruptions in power supply or equipment malfunctions.

(d) Uses of the Cloud Service that infringe a third party's legal rights or breach any applicable law.

(e) Back-ups of Customer Data or any other data.

(f) Extracting, transferring, or recovering any data, including Customer Data, or providing any assistance with such activities.

8.2 The Customer is responsible for ensuring that the Cloud Services selected in the Order meet their requirements.

8.3 Inference.ai cannot guarantee that the Inference.ai Services or the Cloud Services will meet the Customer's specific requirements or work seamlessly with other software or hardware. The Customer takes full responsibility for this compatibility.

8.4 The Customer is solely responsible for complying with all applicable laws related to accessing, receiving, and using the Inference.ai Services and the Cloud Services.

8.5 Inference.ai:

(a) Does not guarantee that the Inference.ai Services will be uninterrupted or error-free.

(b) Does not promise compatibility of the Inference.ai Services with third-party software or equipment unless otherwise agreed.

(c) Is not liable for fixing problems, defects, or errors caused by equipment or third-party software used in connection with the Inference.ai Services.

8.6 The Inference.ai Services and Cloud Services are provided "as is," without any warranty, to the maximum extent permitted by applicable law, except as specified in the Service Level Agreement.

8.7 While Inference.ai will make reasonable efforts to notify the Customer in advance of scheduled maintenance, it may receive little or no notice for such maintenance. This also applies to downtime resulting from Force Majeure or other emergency maintenance.

## 9. Liabilities

9.1 Neither party excludes or limits liability for personal injury, death resulting from negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

9.2 Inference.ai is not liable to the Customer for the matters described in clause 10 or for any indirect, special, or consequential losses or damages arising from the Agreement.

9.3 Inference.ai's maximum aggregate liability to the Customer for all claims, of any nature, shall be limited to the fees paid by the Customer to Inference.ai under the Agreement, subject to clauses 11.1 and 11.2.

## 10. Termination

10.1 Inference.ai may terminate the Agreement immediately and deactivate the Customer's account if the Customer commits a material or persistent breach of the Agreement or if the provision of Inference.ai Services becomes unlawful. Inference.ai will make reasonable efforts to provide advance notice but may not be able to do so in all circumstances.

10.2 The Customer may terminate the Agreement immediately if Inference.ai commits a material breach.

10.3 Either party may terminate the Agreement immediately if a receiver or similar officer is appointed for the other party or its property, or if the other party makes a general assignment for the benefit of its creditors, commences proceedings under any bankruptcy, insolvency or

debtor's relief law, becomes insolvent, or is liquidating, dissolving, or ceasing business operations.

10.4 Upon termination, all rights granted to the Customer under the Agreement will cease, and the Customer must stop all activities authorized by the Agreement.

## 11. Other Important Terms

- The Customer can review the Agreement at any time on Inference.ai's website. Inference.ai may change the Agreement by posting updates on its website. Customer will be notified of changes by email and has the option to terminate the Agreement within seven days if they disagree with the changes.

- The Customer can contact Inference.ai at any time by emailing hello@Inference.ai.

- The Customer cannot assign or transfer their rights or obligations under the Agreement without Inference.ai's prior written consent. Inference.ai can transfer its rights or obligations without notifying or receiving consent from the Customer.

- The Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.

- No failure, delay, or omission by either party in exercising any right, power, or remedy shall operate as a waiver of that right, power, or remedy, nor shall it prevent any future exercise of it or any other right or remedy.

- The Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to conflict of laws provisions using the English language. The United Nations Convention on Contracts for the International Sale of Goods (also called the Vienna Convention) will not apply to this Agreement or the transactions contemplated by this Agreement