

Supplier Provided – End Customer Terms

This Acceptable Use Policy (this “AUP”) describes material and activities that are not allowed in connection with the Services offered by SF Compute - Supplier. This AUP is not exhaustive, and SF Compute - Supplier reserves the right to take remedial action in connection with content or uses that are not specifically described below.

You are responsible for violations of this AUP by anyone using your account with your permission or on an unauthorized basis. You are also responsible for violations of this AUP by Your Users. Your use of the Services to assist another person in an activity that would violate this AUP if performed by you is a violation of the AUP. We may modify this AUP at any time by posting a revised version on the SF Compute - Supplier Websites and/or Services.

All capitalized and formally defined terms in this AUP have the same meaning as in the Terms of Service.

Illegal or Abusive Activity or Content

You may not use the Services for any unlawful or abusive purpose. Prohibited activities include:

- **Illegal Activities.** Any use of the Services to engage in, further, promote, or encourage illegal conduct or activities, including the dissemination of content that has been determined by a court of competent jurisdiction to be unlawful.
- **Fraudulent or Harmful Activities.** Engaging in activities that is deceptive or harmful to others, or that would harm SF Compute - Supplier’s operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing, or pharming), deceptively impersonating another person or entity, or engaging in other fraudulent or misleading practices.
- **Violation of Intellectual Property Rights.** Using the Services in a manner that violates, infringes on or misappropriates the intellectual property or proprietary rights of any third party, including without limitation any rights in or to copyright, patent, trademark, trade secret, privacy or publicity, and publishing content intended to assist others in unlawfully circumventing technical measures intended to protect any such rights.
- **Unlawful Pornography.** Disseminating child pornography or depictions of nudity or sexual activity obtained or disseminated without the consent of those depicted (e.g., “revenge pornography”).
- **Violent, Harassing, or Abusive Content.** Content that incites or threatens violence against any person, promotes terrorism, is intended to harass, abuse or invade the privacy of any individual, creates a risk to the physical safety or health of any individual or to public safety or health, or that threatens or encourages harm on the basis of race, ethnicity, national origin, religion, caste, sexual orientation, sex, gender, gender identity, serious disease or disability, or immigration status.
- **Controlled Substances.** Unlawfully selling or distributing controlled substances, including but not limited to any illegal or prescription drugs.
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Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Harmful Software.** Content, software, or any other technology that may damage, interfere with, surreptitiously intercept, or expropriate any computer system, program, or data, including any viruses, malware, spyware, adware, Trojan horses, worms, or time bombs.
- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Using fake or misleading TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled, or other harvesting or scraping of any content of the Services.
- **Deceitful Actions.** Introducing intentionally, knowingly or recklessly, any virus or other contaminating code into the Service, or collecting, transmitting, or using information, including email addresses, screen names or other identifiers, by deceit or covert means (such as phishing, Internet scamming, password robbery, spidering, and harvesting).

- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, flooding techniques, or conducting a denial of service (“DoS”) attack.
- **Operation of Certain Network Services.** Operating open proxies, open mail relays, open recursive domain name servers, Tor exit nodes, or other similar network services.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access limits and storage restrictions.
- **Retaliation Against SF Compute - Supplier.** Any conduct that is likely to result in retaliation against SF Compute - Supplier, including the Services, or SF Compute - Supplier’s employees, officers or other agents, including engaging in behavior that results in any SF Compute - Supplier server being the target of a DoS attack.
- **Withholding Identity.** Any activity intended to withhold or cloak identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as return mailing and IP addresses.
- **Mining of Cryptocurrencies.** Mining any cryptocurrency, including but not limited to BitCoin or any similar currency, without explicit written permission.

E-Mail and Other Message Abuse; Spamming

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this AUP or the acceptable use policy of that provider. You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. You will not take any action which directly or indirectly results in any of our IP addresses being listed on any abuse database (e.g., Spamhaus).

You must comply with the laws and regulations applicable to bulk or commercial email in your jurisdiction. In addition, your bulk or commercial email must meet the following requirements:

- You must have a privacy policy or similar disclosure posted for each domain associated with the mailing;
- You must have the means to track anonymous complaints;
- You must not obscure the source of your e-mail in any manner;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, and you must promptly respond to messages sent to that address;
- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure, and you can produce the evidence of such consent within 72 hours of receipt of a request by the recipient or SF Compute - Supplier;
- You must use reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You must include the recipient’s e-mail address in the body of the message or in the “TO” line of the e-mail; and
- You must honor revocations of consent and notify recipients of the same.

These mail policies apply to messages sent using the Services, or to messages sent from any System by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, you may not use a third-party e-mail service that does not practice similar procedures for all of its customers. These requirements apply to distribution lists created by third parties to the same extent as if you created the list.

Vulnerability Testing

You may not attempt to probe, scan, penetrate, or test the vulnerability of a SF Compute - Supplier system or network, or to breach the SF Compute - Supplier security or authentication measures, whether by passive or intrusive techniques, or conduct any security or malware research on or using the Services, without SF Compute - Supplier’s prior written consent.

Excessive Use of Shared System Resources

You may not use any shared System provided by SF Compute - Supplier in a way that unnecessarily interferes with the normal operation of the shared System, or that consumes a disproportionate share of the resources of the System. For example, we may require you to repair coding abnormalities in your cloud-hosted code if it unnecessarily conflicts with other customers’ use of the Services. You agree that we may quarantine or delete any data stored on a shared System if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the System or other customers’ data that is stored on the same system.

Other

You must have valid and current information on file with your domain name registrar for any domain hosted on the SF Compute - Supplier network. You may only use IP addresses assigned to you by SF Compute - Supplier in connection with your SF Compute - Supplier Service. You agree that if you register a DNS record or zone on SF Compute - Supplier-managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars' WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, SF Compute - Supplier may modify, transfer, or delete such records or zones.

Our Monitoring and Enforcement

We reserve the right, but have no obligation, to investigate any suspected violation of this AUP or misuse of the Services about which we have actual knowledge. In connection with such investigations, we may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing, reviewing and preserving appropriate customer information consistent with applicable law. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

Consequences of Violation of AUP

If we determine, in our discretion, that you have violated this AUP, we may remove, disable access to, or modify any content or resource and/or to suspend or terminate your use of the Services. We also may intercept or block any content or traffic belonging to you or to users where the Services are being used unlawfully or not in accordance with this AUP. Our right to suspend or terminate your use of the Services applies even if a violation is committed unintentionally or without your authorization. Such right is not an obligation on us to act at any given time or with respect to any given Subscriber, and we may exercise such right at any time within our sole discretion.

Reporting of Violations of this AUP

If you become aware of any suspected violation of this AUP, please notify us by providing a full explanation of the bases for the violation. We may request your assistance to help stop or remedy the violation. To report any violation of this AUP or make related inquiries, please contact legal@sfcompute.com.

Miscellaneous Provisions

You are solely responsible for your User Content, and you agree SF Compute - Supplier is not and will not be in any way liable for your User Content. By providing your User Content via the Websites, you affirm, represent, and warrant that: you are the creator and owner of your User Content, or have the necessary licenses, rights, consents, and permissions to authorize SF Compute - Supplier and users of the Websites to use and distribute your User Content as necessary to exercise the licenses granted by you in this TOS or otherwise required of you under this TOS; your User Content, and use of your User Content as contemplated by this TOS, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade a right of privacy, publicity or other property right of any other person; or (iii) cause us to violate any law or regulation; and you will indemnify us for any third party claims arising from your User Content.

We are under no obligation to edit or control your User Content or the User Content of others, and will not be in any way responsible or liable for User Content. We may, however, at any time and without prior notice, screen, remove, edit, or block any of your User Content at our discretion. By submitting or uploading your User Content, you also agree to abide by the terms of any Open Source Licenses that may apply to your User Content.

Services Content

Our Services allow you to provide us with source code, files, software, processes, interfaces, data, text, settings, media, or other information for storage, hosting, or processing by the Services (your "Services Content"). Services Content includes Listing Information and Vendor Offerings (as defined in the SF Compute - Supplier Marketplace Terms and Conditions).

Subject to this TOS, by providing your Services Content to or via the Services, you grant SF Compute - Supplier a license to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your Services Content solely for the purpose of providing the Services to you and for no other reason without your express written permission. For the avoidance of doubt, information included in resource identifiers, metadata, access controls, rules, usage policies, permissions, system logs, metrics, configurations, and similar items related to the management of SF Compute - Supplier Services ("Usage Data") does not constitute your Services Content. SF Compute - Supplier recommends that you do not include personally identifying, confidential, or sensitive information in these items. We may use Usage Data and other information about how you use and interact with the Services to provide, maintain, and improve our Services.

As between you and SF Compute - Supplier, you retain any copyright and other ownership rights that you may hold in your Services Content.

Some of our Services allow third parties to access, use, or contribute to your Services Content, including via resale, your own products and services, or public-facing websites, applications, interfaces, and other manifestations of your Services Content. Such other users are collectively defined as your "End Users" for purposes of this TOS. For clarity, "End Users" in this context includes all such other users, regardless of whether they are intermediary parties, End Users of other End Users, or the like. You are responsible for your End Users' compliance with this TOS.

You are solely responsible for your Services Content, End Users and any activity by your End Users, and you agree SF Compute - Supplier is not and will not be in any way liable for your Services Content, End Users and/or activity by your End Users. By providing your Services Content via the Services, you affirm, represent, and warrant that:

Your Services Content, and your or your End Users' use of your Services Content, will not violate this TOS (including the AUP) or any applicable law, regulation, rule, or third party rights; You are solely responsible for the development, moderation, operation, maintenance, support and use of your Services Content, including when your Services Content is contributed by your End Users; Your Services Content, and your or your End Users' use of your Services Content, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade a right of privacy, publicity or other property rights of any other person; or (iii) cause us to violate any law, regulation, rule, or rights of third parties; and Except for the specific Services provided to you under this TOS or other express contract, you are solely responsible for the technical operation of your Services Content, including on behalf of your End Users.

You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Services Content, which may include the use of encryption technology to protect your Services Content from unauthorized access and routine archiving your Services Content. SF Compute - Supplier does not promise to retain any preservations or backups of your Services Content. You are solely responsible for the integrity, preservation, and backup of your Services Content, regardless of whether your use of Services includes a SF Compute - Supplier backup feature or functionality, and to the fullest extent permitted by law, SF Compute - Supplier shall have no liability for any data loss, unavailability, or other consequences related to the foregoing.

When purchasing Services, you may specify the geographic region and jurisdiction in which your Services Content will be stored. You consent to the storage of your Services Content in, and transfer of your Services Content into, the geographic region and jurisdiction you select. Unless otherwise agreed in writing between you and SF Compute - Supplier, you agree that SF Compute - Supplier may transfer and store your Services Content in other geographic regions or jurisdictions at its sole discretion. You represent and warrant that such storage and transfer are adequately consented to by you and permissible pursuant to applicable laws, regulations, rules, and third party rights.

Service Terms. As used herein, “Service Terms” mean the rights and restrictions for particular Services as may be updated by us from time to time. Universal Service Terms. The Service Terms below govern your access and use of all SF Compute - Supplier Services:

a. You may not transfer outside of the Services any software (or related documentation) you obtain from us or a third party licensor in connection with the Services without specific, written permission to do so.

b. You must comply with current technical product documentation applicable to the Services available at <https://docs.SF Compute - Supplier.com/> (and any successor or related locations designated by us).

c. You will ensure all information you provide to us is accurate, complete, and not misleading.

d. From time to time, we may apply upgrades, patches, bug fixes, or other maintenance of the Services. We may provide you notice of such scheduled maintenance (except for emergency maintenance), and you agree to use reasonable efforts to comply with any maintenance requirements we notify you about.

e. If you process the personal data of any third parties, including your End Users or other identifiable individuals in your use of a Service, you are responsible for providing legally adequate privacy notices and obtaining necessary consents for processing, storage, use, and transfer of such data, including providing any required notices and obtaining any required parental consent under the Children’s Online Privacy Protection Act (“COPPA”) or similar laws. You represent to us that you have provided all necessary privacy notices and obtained all necessary consents. You are responsible for processing such data in accordance with applicable law.

f. Certain Services may incorporate generative AI features, some of which may be powered by the SF Compute - Supplier GenAI Platform Service, that enable you to use prompts or inputs to generate outputs. The output you generate is considered your Services Content. Due to the nature of machine learning, output may not be unique across customers and the Services may generate the same or similar results across customers. Outputs may not be accurate and should not be relied upon without confirmation that they meet your specific needs. Services incorporating generative AI features are not intended for use in, or in association with, the operation of any hazardous environments or critical systems that may lead to serious bodily injury or death or cause environmental or property damage, or to make legal, tax, or financial decisions. Services used in support of healthcare services are not medical devices and are not intended to be used by themselves for any clinical decision-making or other clinical use. We have no obligation or liability to you with respect to any claim arising from your use of generative AI features of select Services that: (i) arises from output you generate through use of the generative AI features of Services that either alone or as combined by you infringe or misappropriate any third party’s intellectual property rights; (ii) if you interfere with or fail to enable available filters, guardrails, or other tools, or disregard instructions on how to properly use the Services provided in the TOS and product documentation or in other materials we may make available to you; (iii) if your use of the Services breaches this TOS; (iv) if you have fine-tuned, refined, customized or modified the output or the generative AI feature of select Services and the alleged infringement or misappropriation would not have occurred but for this fine-tuning, refinement, customization, or modification; (v) arising after you receive notice to stop using the Service or feature of the Service; (vi) arising from output that you know or reasonably should know may infringe or misappropriate any third party’s intellectual property rights; and (vii) alleging that your use of the output infringes on a third party’s trademark or related rights. To the fullest extent possible under applicable law, you are responsible for your use of generative AI outputs generated by the Services.

Rules of Conduct

You must use the Websites and Services in accordance with our AUP, which is incorporated by reference. Accordingly, any use of the Websites and Services in violation of the AUP shall constitute a breach of this TOS.

You are solely responsible for the activity that occurs on your Account, regardless of whether the activities are undertaken by you, your employees, any third party (including your contractors or agents), your End Users, your licensees, or your customers.

You are responsible for notifying your employees, agents, and others related to your use of the Websites and Services of the provisions of this TOS, including where the terms of the TOS are binding on them.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Websites or Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Websites or Services; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations. To the extent any portions of the Websites or Services are subject to Open Source Licenses, such Open Source Licenses apply regardless of this section.

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) respond to any applicable law, regulation, legal process or governmental request; (ii) enforce this TOS, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of us, our users, and the public. More information is available in our Law Enforcement Guidelines.

The Services are subject to the trade and economic sanctions maintained by the Office of Foreign Assets Control ("OFAC"). By accessing the Services, you agree to comply with these laws and regulations. Specifically, you represent and warrant that you are not: (a) located in any country that is subject to OFAC's trade and economic sanctions, currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine; or (b) an individual or entity included on any U.S. lists of prohibited parties including: the Treasury Department's List of Specially Designated Nationals List ("SDN List") and Sectoral Sanctions List ("SSI List"). Additionally, you agree not to – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any service received from SF Compute - Supplier in contradiction with these laws and regulations. Failure to comply with these laws and regulations may result in the suspension or termination of your Account.

You agree to comply with all applicable export and import control laws and regulations in your use of the Services, and, in particular, you will not utilize the Services to export or re-export data or software without all required United States and foreign government licenses. You assume full legal responsibility for any access and use of the Services from outside the United States, with full understanding that such access or use may constitute export of technology and technical data that may implicate export regulations and/or require export license.

You shall utilize proper security protocols, such as setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verifying the trustworthiness of persons who are entrusted with account access information. You are solely responsible for any unauthorized access to your Account, and must notify SF Compute - Supplier immediately of any such unauthorized access upon becoming aware of it.

You shall notify SF Compute - Supplier if and when you learn of any security incidents or breaches affecting the Websites or Services, including unauthorized access to your Account or Account credentials, and shall aid in any investigation or legal action that is taken by authorities and/or SF Compute - Supplier to investigate and cure the security incident or breach to the extent caused by your Account or your use of the Websites and Services. Our Data Processing Agreement includes more information about security incidents as they pertain to certain personal data.

Confidentiality & Beta Services

To the extent you receive or possess any nonpublic information from us that is designated confidential or, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, such information is our "Confidential Information" and must be handled in accordance with this TOS. Confidential Information includes but is not limited to: (a) nonpublic information about our technology, customers, business plans, marketing and sales activities, finances, operations and other business information; and (b) the existence and content of our discussions or negotiations with you regarding your Account and/or use of the Services. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this TOS; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the information by a wrongful or tortious act or by violating the rights of us or third parties; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

You may not use Confidential Information except in connection with your use of the Service as permitted under this TOS or as separately authorized in a signed writing by us. You agree to not disclose Confidential Information during the term of this TOS, after you cease using the Services, and after this TOS otherwise no longer applies. You will take all reasonable measures to avoid disclosure or unauthorized use of Confidential Information, including at least the measures you take to protect your own confidential information of a similar nature.

We may offer access to or use of certain features, technologies, data centers regions, and services that are not yet generally available, including, but not limited to, any products, services, or features labeled "beta", "preview", "pre-release", or "experimental" (each, a "Beta Service"). You must comply with all terms related to any Beta Service as posted on the Website or otherwise made available to you. We may add or modify terms, including lowering or raising any usage limits, related to access to or use of any Beta Services at any time. Service Level Agreements do not apply to Beta Services.

You may provide us with information relating to your access, use, testing, or evaluation of Beta Services, including observations or information regarding the performance, features, and functionality of Beta Services ("Test Observations"). We will own and may use and evaluate all Test Observations for its own purposes. You will not use any Test Observations except for your internal evaluation purposes of any Beta Service. Suggestions concerning a Beta Service, and any other information about or involving (including the existence of) any Beta Service are considered Confidential Information.

We may suspend or terminate your access to or use of any Beta Service at any time. Your access to and use of each Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by us. Notwithstanding anything to the contrary in the TOS, after suspension or termination of your access to or use of any Beta Service for any reason: (a) you will not have any further right to access or use the applicable Beta Service, and (b) your Services Content used in the applicable Beta Service may be deleted or inaccessible.

WITHOUT LIMITING ANY DISCLAIMERS IN THIS TOS, BETA SERVICES ARE NOT READY FOR GENERAL PRODUCTION RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TOS, WE ARE PROVIDING BETA SERVICES AND BETA REGIONS TO YOU "AS IS." SF COMPUTE - SUPPLIER AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING BETA SERVICES, INCLUDING ANY WARRANTY THAT THE BETA SERVICES WILL BECOME GENERALLY AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR SERVICES CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR

DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, SF COMPUTE - SUPPLIER AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. SF COMPUTE - SUPPLIER'S AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS TOS FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE MONTH PRECEDING THE CLAIM.

No Warranty

The Websites and Services, including without limitation any content delivered as a part thereof, are provided "as is" and on an "as available" basis. SF Compute - Supplier disclaims all warranties of any kind, whether express or implied, relating to the Websites and Services and all content delivered in connection thereto, including but not limited to: (a) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; (b) any warranty arising out of course of dealing, usage, or trade; or (c) any warranty or guaranty relating to availability, accuracy, error rate, system integrity, or uninterrupted access. We do not warrant that: (i) the Websites or Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) any content or software available at or through the Websites or Services is free of viruses or other harmful components; or (iv) the results of using the Websites or Services will meet your requirements. Your use of the Websites and Services is solely at your own risk.

To the fullest extent permitted by law, we have no liability for Vendor Offerings. Rather, if applicable, all limited warranties, warranty disclaimer, limitations of liability and other specific provisions regarding the Vendor Offerings can be found in the SF Compute - Supplier Marketplace Terms and Conditions or, if applicable, the agreement between you and the Vendor.

SF Compute - Supplier is not responsible for the content that you access through your use of the Websites, Services, or content of other users of SF Compute - Supplier or other third parties. To the extent permitted by applicable law, you release us from all liability relating to such content. You acknowledge and agree that we make no representations concerning any content contained in or accessed through the Websites or content of other users of SF Compute - Supplier or other third parties, and that we are not responsible or liable for the accuracy, quality, legality, or other attributes of such content.

The limitations, exclusions, and disclaimers in this Section apply to the fullest extent permitted by law. SF Compute - Supplier does not disclaim any warranty or other right that SF Compute - Supplier is prohibited from disclaiming under applicable law.

Limitation of Liability

To the fullest extent permitted by law, in no event will we be liable to you for any indirect, incidental, special, consequential, or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the Websites and Services or any materials or content on the Websites and Services, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not we have been informed of the possibility of damage. To the fullest extent permitted by law, you agree we will have no liability for any data that may be destroyed, lost or otherwise rendered inaccessible, whether because you failed to backup your data or for any other reason.

Except as provided in the applicable section and to the fullest extent permitted by law, our aggregate liability to you for all claims arising out of or relating to this TOS or the Websites and Services, whether in contract, tort, or otherwise, is limited to the amount you have paid to us for the Services at issue in the month prior to the event or circumstance giving rise to claim.

Notwithstanding any other clause herein, except for actions related to the protection of the proprietary rights of SF Compute - Supplier and its suppliers, no action, regardless of form, arising out of or in connection with this TOS, or the Websites and Services may be brought by either party more than two (2) years after the event giving rise to such action or claim accrued.

Each provision of this TOS that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under this TOS. This allocation is an essential element of the basis of the bargain between you and us. Each of these provisions is severable and independent of all other provisions of this TOS. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

Indemnification

To the fullest extent permitted by law, you are responsible for your use of the Websites and Services, and you shall defend, indemnify, and hold harmless us and our employees, officers, directors, agents, contractors, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees and costs, that arise from or relate to your Services Content, User Content, your End Users, or your access to or use of the Websites and Services, including your breach of this TOS or applicable law, willful misconduct, negligence, illegal activity, breach of security or data, unauthorized access to or use of your Account, or infringement of a third party's right, including any intellectual property, confidentiality, property, or privacy right. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, without limiting your indemnification obligations with respect to that matter, in which event you will make best efforts to assist and cooperate with us in defending the matter at your expense.

Termination

While we prefer to give advance notice of termination, we reserve the right, in our sole discretion, to terminate your access to all or any part of the Websites and/or Services at any time, with or without notice, effective immediately. Any such termination may result in the immediate forfeiture and destruction of data associated with your Account. Except as otherwise set forth herein or expressly agreed between the parties, any and all fees paid to us are non-refundable and any and all fees still owed to us at the time of such termination shall be immediately due and payable. Upon termination, any and all rights granted to you by this TOS will immediately be terminated, and you must also promptly discontinue all use of the Websites and/or Services. All provisions of this TOS which by their nature should reasonably be expected to survive termination shall survive termination, including certain selected section applicable. Please inquire for additional information.

Dispute Resolution and Arbitration

In the interest of resolving disputes between you and SF Compute - Supplier in the most expedient and cost-effective manner, and except as described in these terms, you and SF Compute - Supplier agree that every dispute arising in connection with this TOS will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this TOS, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this TOS, if applicable. You understand and agree that, by entering into this TOS, you and SF Compute - Supplier are each waiving the right to a trial by jury or to participate in a class action.

Despite the other provisions of this TOS, but subject to certain sections, nothing in this TOS will waive, preclude, or otherwise limit the right of either party to bring an individual action in small claims court.

Any arbitration between you and SF Compute - Supplier will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by this TOS. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party in accordance with the relevant section ("Notice of Arbitration"). The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or SF Compute - Supplier may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or SF Compute - Supplier must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

Any arbitration hearing will take place at a location to be agreed upon in Denver, Colorado but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; or (b) through a non-appearance based telephone hearing. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse SF Compute - Supplier for all monies previously disbursed by it, including any reasonable attorneys' fees, and/or other fees or charges that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

You and SF Compute - Supplier agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and SF Compute - Supplier agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

If any portion of this Section is found to be unenforceable, then that portion will be null and void and the remainder of this Section will reasonably remain in effect. In such event, if the certain relevant section cannot reasonably remain in effect as a whole, you and SF Compute - Supplier agree that the exclusive jurisdiction and venue described the applicable section will govern any action arising out of or related to this TOS.

Updates and Modifications. SF Compute - Supplier reserves the right to update, change or otherwise modify this TOS on a going-forward basis at any time and in SF Compute - Supplier's sole discretion. If SF Compute - Supplier updates this TOS, SF Compute - Supplier may provide notice of such updates, such as by sending an email notification to the email address listed in your Account, and/or updating the "Last Updated" date at the beginning of this TOS. Updates will be effective on the date specified in the notice. By continuing to access or use the Websites or Services after the date specified in the notice or updated TOS, you are agreeing to accept and be bound by the updated TOS and all of the terms

incorporated therein. If you do not agree to the updated TOS, then you may not continue to use the Websites or Services, and your sole and exclusive remedy is to deactivate your Account and otherwise discontinue use of the Websites and/or Services.

General. This TOS, including all documents expressly incorporated by reference herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No provision of any purchase order, agreement, or business form employed by a User, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this TOS, and any such document relating to this TOS shall be for administrative purposes only and shall have no legal effect. Use of section headers in this TOS is for convenience only and will not have any impact on the interpretation of any provision. Any use of the singular shall be reasonably construed as if it also includes the plural, and vice versa. If not already specified, any use of “including” or “such as” shall be construed to mean “including but not limited to.” If any part of this TOS is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of this TOS, or any provision of this TOS, be a waiver of any subsequent breach or default or a waiver of the provision itself.

Assignment. You may not assign, transfer or delegate this TOS or any of your rights and obligations under the TOS, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign, transfer or delegate this TOS or our rights and obligations under this TOS without notice or consent. Subject to this section, this TOS will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, and any assignment or transfer in violation of this section will be void.

Governing Law. This TOS and any dispute related thereto is governed by the laws of the State of Colorado without regard to conflict of law principles. Subject to the applicable section, you and SF Compute - Supplier submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Denver County, Colorado for resolution of any lawsuit or court proceeding permitted under this TOS.

Notice. You must send notices by certified U.S. Mail or by Federal Express (signature required and return receipt requested) to: SF Compute - Supplier, LLC, 105 Edgeview Drive, Ste. 425, Broomfield, CO 80021. You agree to receive electronic notices from us, which will be sent by email to the email address then associated with your Account. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address associated with your Account is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

Consent to Electronic Communications. By using the Websites and/or Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at: 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint or to receive further information regarding use of the Websites or Services.

Relationship of the Parties. The parties are independent contractors. This TOS does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

Force Majeure. SF Compute - Supplier shall not be liable for nonperformance of the terms herein to the extent that SF Compute - Supplier is prevented from performing as a result of any act or event which occurs and is beyond SF Compute - Supplier's reasonable control, including, without limitation, acts of God, war, unrest or riot, strikes, any action of a governmental entity, weather, quarantine, fire, flood, earthquake, explosion, utility or telecommunications outages, Internet disturbance, epidemic, pandemic or any unforeseen change in circumstances, or any other causes beyond our reasonable control.

No Third-Party Beneficiaries. This TOS does not create any third party beneficiary rights in any individual or entity that is not a party to this TOS.

Government Use. SF Compute - Supplier provides the Websites and Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Websites and Services include only those rights customarily provided to the public as defined in this TOS. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under this TOS, then it must negotiate with SF Compute - Supplier to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

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