

# ORNN COMPUTE TERMS OF SERVICE

Last Updated: May 18, 2026

These Ornn Compute Terms of Service (these "Terms") govern access to and use of Ornn Compute, including the Ornn Compute marketplace, dashboard, APIs, software tools, support services, and related GPU compute, bare-metal, virtual machine, networking, storage, and infrastructure offerings (collectively, "Ornn Compute" or the "Services"). These Terms are entered into by and between OrnnX LLC ("OrnnX," "Company," "we," "us," or "our"), and the person or entity accessing or using the Services ("Customer," "you," or "your").

If you access or use the Services on behalf of a company or other legal entity, you represent that you have authority to bind that entity, and all references to "Customer," "you," and "your" include that entity and its authorized users.

Please read these Terms carefully. By creating an account, accessing Ornn Compute, placing an order, using the Services, or clicking to accept these Terms, you agree to be bound by these Terms. If you do not agree, you may not access or use the Services.

Important Notice: These Terms include limitations of liability, warranty disclaimers, indemnity obligations, automatic billing authorization, suspension rights, and a binding arbitration agreement with a class action waiver. See Sections 4, 7, 11, 12, 13, and 14. If applicable law prohibits arbitration for a particular claim or jurisdiction, the arbitration provisions will apply only to the fullest extent permitted by law.

## **1. Agreement; Order of Precedence; Changes**

### **1.1 Terms.**

These Terms, together with any applicable order form, online order, quote, statement of work, invoice, service level agreement, data processing addendum, acceptable use policy, supplier terms, and policies or documentation incorporated by reference (collectively, "Order Terms"), form the complete agreement between Customer and OrnnX for the Services.

### **1.2 Privacy Policy.**

OrnnX's Privacy Policy, available at <https://ornn.com/privacy> or another URL designated by OrnnX (the "Privacy Policy"), describes how OrnnX collects, uses, and shares personal information. The Privacy Policy is incorporated into these Terms by reference.

### **1.3 Order of Precedence.**

If there is a conflict between these Terms and Order Terms signed or expressly accepted by OrnnX, the Order Terms control for the affected Services. If there is a conflict between these Terms and an online help article, dashboard text, marketing page, or general documentation, these Terms control unless the other document expressly states that it modifies these Terms and is accepted by OrnnX.

### **1.4 Changes to Terms.**

OrnnX may update these Terms from time to time by posting revised Terms on its website or within Ornn Compute. Updates are effective on the posted "Last Updated" date unless a later effective date is stated. Updated Terms will not apply retroactively to disputes that arose before the update. Your continued use of the Services after the effective date constitutes acceptance of the updated Terms.

## **2. Account Eligibility, Registration, and Security**

### **2.1 Eligibility.**

You may use the Services only if you are legally able to enter into a binding contract and are not barred from using the Services under applicable law, sanctions, export control rules, or these Terms.

### **2.2 Account Registration.**

To access Ornn Compute, you must create an account, complete onboarding and verification steps requested by OrnnX, and provide accurate, current, and complete information. OrnnX may accept, reject, or condition account approval in its discretion, including based on compliance, security, risk, payment, supplier, capacity, or operational considerations.

### **2.3 Organizations and Authorized Users.**

If Customer is an entity, Customer may designate administrators and authorized users. Customer is responsible for all activity under its account and for ensuring that each authorized user complies with these Terms. Accounts, credentials, capacity, reservations, and access rights may not be sold, shared, transferred, leased, assigned, brokered, or made available to third parties unless OrnnX expressly permits it in writing or through an approved Ornn Compute feature.

### **2.4 Credentials and Security.**

Customer is responsible for maintaining the confidentiality and security of passwords, API keys, SSH keys, tokens, authentication factors, and other access credentials ("Credentials"). Customer must use reasonable security controls, including strong passwords, least-privilege access, secure key management, timely user offboarding, and appropriate account monitoring. Customer must promptly notify OrnnX at [Contact@ornn.com](mailto:Contact@ornn.com) of any suspected unauthorized access, Credential compromise, or security incident involving the Services.

### **2.5 Account Review.**

OrnnX may require additional verification, compliance certifications, tax information, payment information, security reviews, or usage information before or during use of the Services. Failure to provide requested information may result in delayed provisioning, order cancellation, suspension, or termination.

## **3. Ornn Compute Services**

### **3.1 Platform.**

Ornn Compute is an infrastructure platform and marketplace for discovering, reserving, procuring, deploying, managing, and using GPU compute and related infrastructure. Services may include bare-metal hosts, dedicated machines, virtual instances, managed or unmanaged clusters, storage, networking, APIs, dashboards, command-line tools, software agents, support, documentation, and related offerings.

### **3.2 Listings, Orders, and Reservations.**

OrnnX may display available capacity, pricing, regions, hardware configurations, start times, duration, network attributes, support terms, service levels, and other specifications ("Specifications"). A purchase, reservation, subscription, usage commitment, prepaid credit purchase, or other procurement through Ornn Compute is an "Order." An Order is accepted only when OrnnX confirms acceptance, provisions access, issues an invoice, charges a payment method, or otherwise confirms the Order in writing or through Ornn Compute.

### **3.3 Capacity Is Subject to Availability.**

Displayed capacity, pricing, regions, and Specifications are not guaranteed until an Order is accepted by OrnnX. OrnnX may reject, cancel, delay, modify, or condition an Order if capacity is unavailable, pricing or Specifications contain an error, payment is not authorized, compliance review is incomplete, supplier approval is not obtained, or OrnnX reasonably determines that the Order presents legal, operational, security, financial, or reputational risk.

### **3.4 Provisioning and Delivery.**

OrnnX will use commercially reasonable efforts to provision accepted Orders according to applicable Order Terms. Delivery may include providing dashboard access, API access, endpoint information, SSH access, network details, Credentials, or other instructions. Customer is responsible for configuring, securing, and using delivered resources, including operating systems, packages, firewall rules, SSH keys, workloads, data, and dependencies, unless Order Terms expressly state otherwise.

### **3.5 Dedicated Machines, Bare Metal, and Administrative Access.**

Some Services may provide Customer with administrative, root, privileged, or low-level access to machines, virtual instances, or clusters. Customer is solely responsible for activities performed through such access, including installation of software, configuration changes, workload execution, network exposure, encryption, access control, patching, data handling, and compliance. OrnnX may reimage, wipe, reclaim, repair, isolate, or disable resources as needed for security, operational integrity, termination, order completion, supplier requirements, or compliance with law.

### **3.6 Service Levels and Credits.**

Any uptime, availability, maintenance, support, or service credit commitments apply only if expressly stated in applicable Order Terms or a service level agreement published or accepted by OrnnX (an "SLA"). Unless an SLA states otherwise, service credits are Customer's sole and exclusive remedy for availability failures, and Customer must submit any claim for a service credit within ten days after the end of the calendar month in which the event occurred. OrnnX has no obligation to issue credits for issues caused by Customer, Customer Data, Customer systems, third-party services, force majeure events, beta features, scheduled maintenance, emergency maintenance, unsupported configurations, or failure to follow documentation.

### **3.7 Supplier and Data Center Resources.**

Services may be provided using infrastructure, facilities, networks, hardware, power, cooling, software, or services supplied by third-party providers ("Suppliers"). Supplier terms, facility rules, acceptable-use rules, security rules, maintenance windows, export restrictions, or other requirements may apply to certain Services ("Supplier Terms"). Customer must comply with Supplier Terms presented to Customer or otherwise applicable to the Services. OrnnX is not responsible for Supplier acts or omissions except to the extent expressly required by applicable Order Terms.

### **3.8 No Circumvention.**

Customer may not use Ornn Compute or information obtained through Ornn Compute to circumvent OrnnX, avoid OrnnX fees, directly solicit or transact with Suppliers regarding Ornn Compute-provided capacity, or interfere with OrnnX's commercial relationships, except with OrnnX's prior written consent.

### **3.9 Platform Data.**

OrnnX owns all right, title, and interest in data generated by or about operation of Ornn Compute, including capacity availability, pricing, bids, offers, reservations, usage metrics, telemetry, performance

measurements, reliability metrics, market analytics, aggregated statistics, and derived insights, excluding Customer Data as defined in Section 6 ("Platform Data"). Customer may not scrape, copy, resell, publish, benchmark publicly, or redistribute Platform Data without OrnnX's prior written consent, except as required to use the Services internally.

### **3.10 Modifications.**

OrnnX may modify, discontinue, replace, suspend, or limit any part of the Services from time to time. OrnnX will use commercially reasonable efforts to provide notice where practicable if a material change affects active paid Orders, but OrnnX may make changes without notice where needed for security, legal compliance, supplier requirements, system integrity, or emergency maintenance.

### **3.11 Beta and Preview Features.**

OrnnX may offer beta, preview, experimental, trial, or evaluation features. Such features are optional, may be changed or discontinued at any time, may be subject to additional terms, and are provided without warranties, service level commitments, support commitments, or indemnities unless expressly stated in writing by OrnnX.

## **4. Payment, Billing, Taxes, and Refunds**

### **4.1 Fees.**

Customer must pay all fees, charges, usage amounts, subscriptions, reservations, deposits, overages, taxes, and other amounts incurred under or in connection with the Services ("Fees"). Fees may be based on reserved capacity, actual usage, hardware type, region, duration, bandwidth, storage, support level, software, managed services, or other metrics described in Order Terms, pricing pages, invoices, or the Ornn Compute dashboard.

### **4.2 Prepayment, Deposits, Credits, and Holds.**

OrnnX may require prepayment, deposits, account credits, minimum commitments, or payment authorization before accepting or provisioning Orders. When Customer places an Order, OrnnX may place a hold on available credits or payment methods for the estimated amount. Holds may be released if the Order is cancelled before acceptance or adjusted when final charges are calculated. Prepaid credits are not cash, may not be transferred, and are non-refundable except as required by law or expressly stated in Order Terms.

### **4.3 Stored Payment Methods and Automatic Billing Authorization.**

By adding a payment method to an Ornn Compute account, saving a payment method, placing an Order, or continuing to use the Services with a payment method on file, Customer authorizes OrnnX and its payment processors, including Stripe or similar providers, to store the payment method and automatically charge it for all amounts owed. Charges may include reserved capacity, usage fees, recurring subscriptions, top-ups, deposits, overages, taxes, late amounts, support fees, and other amounts shown in Order Terms, invoices, pricing pages, or the Ornn Compute dashboard.

Customer authorizes OrnnX to charge saved payment methods when charges are incurred, when an Order is placed or accepted, when prepaid balances are low or exhausted, at recurring billing intervals, when usage exceeds included amounts, or when payment otherwise becomes due. Charges may be fixed, variable, recurring, metered, estimated, or adjusted based on actual usage.

Customer represents that it is authorized to use each payment method provided and will keep payment information current. Removing a payment method does not cancel active Services, terminate Orders, release Customer from payment obligations, or prevent OrnnX from collecting amounts already owed. If

a payment fails, OrnnX may retry the payment, suspend or terminate access, cancel Orders, require prepayment, apply credits, or use any lawful collection method.

#### **4.4 Invoices and Payment Terms.**

Unless Order Terms state otherwise, invoiced amounts are due upon receipt. Past due amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Customer is responsible for reasonable costs of collection, including attorneys' fees, collection agency fees, and court costs, to the extent permitted by law.

#### **4.5 Billing Disputes.**

Customer must notify OrnnX of any good-faith billing dispute within thirty days after the applicable invoice, charge, or dashboard entry first becomes available. Customer must pay all undisputed amounts when due. Failure to dispute a charge within that period waives the dispute to the fullest extent permitted by law.

#### **4.6 Chargebacks.**

Customer may not initiate a chargeback or payment reversal for amounts validly owed without first attempting to resolve the issue with OrnnX at [Contact@ornn.com](mailto:Contact@ornn.com). OrnnX may suspend or terminate Services, recover costs, and require alternative payment methods if Customer initiates an improper chargeback or payment reversal.

#### **4.7 Refunds and Service Credits.**

Except as expressly provided in Order Terms, an SLA, or applicable law, all Fees are non-refundable. OrnnX may issue credits or refunds in its discretion, but doing so in one instance does not create an obligation to do so in another. Customer is not entitled to a refund or credit where Services are made available but Customer fails to access, configure, secure, or use them, or where failure results from Customer systems, Customer Data, unsupported configurations, third-party services, or Customer's breach of these Terms.

#### **4.8 Taxes.**

Fees are exclusive of taxes unless expressly stated otherwise. Customer is responsible for all sales, use, value-added, goods and services, withholding, excise, transaction, and similar taxes, duties, levies, and governmental assessments arising from use of the Services, excluding taxes based on OrnnX's net income. If OrnnX is required to collect or pay taxes for Customer's use of the Services, Customer must reimburse OrnnX or pay such taxes unless Customer provides a valid exemption certificate.

### **5. Limited License; Ornn Compute Software; Feedback**

#### **5.1 Limited Access Right.**

Subject to these Terms and applicable Order Terms, OrnnX grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the applicable term solely for Customer's internal business purposes and in compliance with these Terms, documentation, and applicable law. No rights are granted by implication.

#### **5.2 Ornn Compute Software.**

OrnnX may make available software, SDKs, APIs, command-line tools, agents, connectors, scripts, images, templates, documentation, or other code ("Ornn Compute Software"). OrnnX and its licensors retain all right, title, and interest in Ornn Compute Software and related intellectual property. Customer may use Ornn Compute Software only as needed to access and use the Services as permitted by these

Terms. Customer may not copy, modify, distribute, host, sublicense, sell, or create derivative works of Ornn Compute Software except as expressly permitted by OrnnX or applicable open-source licenses.

### **5.3 APIs.**

Customer must use Ornn Compute APIs in accordance with documentation, rate limits, authentication requirements, and usage policies. OrnnX may throttle, limit, suspend, change, or deprecate APIs for security, reliability, legal, operational, or product reasons. Customer may not use APIs to scrape Platform Data, bypass billing, avoid limitations, or interfere with the Services.

### **5.4 Open-Source Software.**

The Services may include or interoperate with open-source software. Open-source software is licensed under its applicable open-source license terms, not these Terms. Nothing in these Terms limits Customer's rights under applicable open-source licenses.

### **5.5 Feedback.**

If Customer provides ideas, suggestions, comments, feature requests, bug reports, or other feedback about OrnnX or the Services ("Feedback"), Customer grants OrnnX a perpetual, irrevocable, worldwide, royalty-free, sublicensable, transferable license to use, reproduce, modify, distribute, display, perform, create derivative works from, and otherwise exploit the Feedback without restriction or obligation.

## **6. Customer Data and Workloads**

### **6.1 Customer Data.**

As between Customer and OrnnX, Customer retains all right, title, and interest in data, files, prompts, model weights, models, checkpoints, code, software, workloads, configurations, images, databases, logs, outputs, and other content that Customer uploads to, stores on, processes with, or generates through the Services ("Customer Data"). OrnnX does not claim ownership of Customer Data.

### **6.2 Customer Responsibility.**

Customer is solely responsible for Customer Data and workloads, including legality, accuracy, quality, integrity, security, backup, retention, deletion, encryption, access control, permissions, licensing, intellectual property rights, privacy compliance, model behavior, output review, and downstream use. Customer must ensure that Customer Data and workloads do not violate these Terms, applicable law, third-party rights, Supplier Terms, or OrnnX policies.

### **6.3 Backups and Data Loss.**

Unless Order Terms expressly state otherwise, OrnnX has no obligation to back up, preserve, export, recover, escrow, or maintain Customer Data. Customer should maintain independent backups and should not treat the Services as the sole repository for Customer Data. To the maximum extent permitted by law, OrnnX is not liable for loss, corruption, deletion, unavailability, or failure to recover Customer Data.

### **6.4 Ephemeral and Reclaimed Resources.**

Some Services may be temporary, ephemeral, preemptible, reclaimable, reimaged, wiped, or time-limited. Customer must remove or back up Customer Data before termination, expiration, cancellation, reclamation, reimaging, or support actions. OrnnX may delete Customer Data after an Order expires, after termination, to protect security or system integrity, as required by Supplier Terms, or as otherwise stated in Order Terms.

## **6.5 Processing of Personal Information.**

To the extent Customer Data includes personal data, personal information, or similar regulated information ("Personal Data"), Customer is the controller, business, or equivalent entity, and OrnnX is the processor, service provider, or equivalent entity, unless Order Terms state otherwise. Customer authorizes OrnnX to process Customer Data, including Personal Data, to provide, secure, support, maintain, bill for, monitor, improve, and troubleshoot the Services; to comply with law; to enforce these Terms; and as otherwise described in the Privacy Policy or Order Terms.

## **6.6 Data Processing Addendum.**

If applicable privacy law requires a data processing agreement, Customer may request OrnnX's data processing addendum at [Contact@ornn.com](mailto:Contact@ornn.com). To the extent required by law, OrnnX will process Personal Data in Customer Data only for the limited and specific purposes described in these Terms, Order Terms, and the data processing addendum, or as required by law.

## **6.7 Security Measures.**

OrnnX will maintain reasonable administrative, technical, and organizational safeguards designed to protect the Services under OrnnX's control. Customer acknowledges that no service is perfectly secure and that Customer is responsible for securing Customer-controlled environments, credentials, applications, networks, ports, operating systems, containers, datasets, models, and access paths.

## **6.8 Support Access.**

Customer authorizes OrnnX and its contractors, service providers, and Suppliers to access Customer environments and Customer Data as reasonably necessary to provide, secure, support, investigate, maintain, repair, or improve the Services; respond to Customer requests; address fraud, abuse, or security issues; comply with law; or enforce these Terms.

## **7. Acceptable Use and Restrictions**

### **7.1 Lawful Use.**

Customer must use the Services only for lawful purposes and in accordance with these Terms, Order Terms, documentation, Supplier Terms, and applicable law. Customer is responsible for the conduct of its authorized users and anyone who accesses the Services through Customer's account, Credentials, systems, or workloads.

### **7.2 Prohibited Conduct.**

Customer must not, and must not permit or assist any third party to:

- (a) access or use the Services in violation of law, sanctions, export controls, privacy laws, intellectual property laws, security laws, or third-party rights;
- (b) use the Services for fraudulent, deceptive, abusive, harmful, obscene, harassing, defamatory, threatening, or unlawful activity;
- (c) upload, transmit, execute, or facilitate malware, ransomware, botnets, worms, viruses, spyware, credential stealers, exploit kits, or other harmful code;
- (d) conduct unauthorized scanning, probing, vulnerability testing, denial-of-service activity, credential attacks, scraping, spam, phishing, spoofing, social engineering, network abuse, or attempts to access systems or data without authorization;
- (e) interfere with, disrupt, degrade, overload, or impair the Services, OrnnX infrastructure, Supplier infrastructure, other customers, or third-party systems;

- (f) bypass, disable, or undermine security, rate limits, metering, billing, usage tracking, access controls, regional restrictions, or technical limitations;
- (g) reverse engineer, decompile, disassemble, modify, frame, mirror, copy, or create derivative works of the Services or Ornn Compute Software, except to the extent such restriction is prohibited by law;
- (h) resell, rent, lease, sublicense, broker, transfer, assign, or provide access to the Services or capacity except as expressly permitted by OrnnX;
- (i) remove, obscure, or alter proprietary notices, attribution, license notices, or security markings;
- (j) use the Services to infringe, misappropriate, or violate intellectual property, publicity, privacy, contractual, or other rights;
- (k) use the Services to develop, train, host, or operate workloads that are illegal or that OrnnX reasonably determines create unacceptable risk to safety, security, rights, infrastructure, Suppliers, or the public;
- (l) use the Services for cryptocurrency mining, blockchain mining, proof-of-work computation, or similar resource-intensive token-generation activity without OrnnX's prior written consent;
- (m) use the Services for weapons targeting, unauthorized surveillance, biometric identification in violation of law, critical safety systems, emergency response systems, medical diagnosis or treatment, or other high-risk uses without all required approvals, safeguards, and OrnnX's prior written consent; or
- (n) misrepresent identity, affiliation, location, source of traffic, payment authority, or compliance status.

### **7.3 Market Integrity.**

If Ornn Compute enables marketplace activity, bids, offers, resale, reservations, or similar transactions, Customer must not engage in market manipulation, wash trading, spoofing, false orders, fake demand, coordinated abuse, misleading communications, hoarding intended to manipulate pricing or availability, or other non-bona fide activity.

### **7.4 Regulated Workloads.**

Customer is solely responsible for determining whether Customer's workloads are subject to industry-specific rules, including health, financial, education, telecommunications, biometric, employment, defense, government, critical infrastructure, or consumer protection laws. Customer may not use the Services for regulated workloads unless Customer has all required rights, consents, notices, approvals, safeguards, and compliance controls. OrnnX does not provide legal, medical, financial, or professional advice.

### **7.5 Monitoring and Enforcement.**

OrnnX may monitor use of the Services, Platform Data, telemetry, logs, network activity, account activity, and Customer Data to the extent reasonably necessary to operate, secure, support, bill for, improve, and enforce the Services; verify compliance; investigate abuse, fraud, or security issues; comply with law or legal process; protect OrnnX, Suppliers, customers, and the public; and prevent harm. OrnnX is not obligated to monitor all activity.

### **7.6 Suspension.**

OrnnX may immediately suspend, limit, isolate, throttle, disconnect, reclaim, or terminate access to all or part of the Services if OrnnX reasonably believes that:

- (a) Customer has breached these Terms, Order Terms, Supplier Terms, or applicable law;

- (b) Customer's use creates security, operational, legal, financial, reputational, or compliance risk;
- (c) Customer's account, Credentials, systems, workloads, or Customer Data may be compromised or involved in abuse;
- (d) Customer fails to pay amounts when due or payment authorization fails;
- (e) suspension is required by law, legal process, regulator request, Supplier requirement, or infrastructure provider requirement;
- (f) suspension is necessary to protect OrnnX, Suppliers, other customers, third parties, infrastructure, or the public; or
- (g) capacity is unavailable due to emergency maintenance, supplier failure, force majeure, or other circumstances beyond OrnnX's reasonable control.

OrnnX will use reasonable efforts to provide notice and restore access when appropriate, but notice may be delayed or omitted where OrnnX determines immediate action is necessary. Customer remains responsible for Fees incurred before or during suspension unless OrnnX expressly states otherwise.

## **8. Compliance; Export Controls; Sanctions**

### **8.1 Compliance with Law.**

Customer must comply with all laws and regulations applicable to Customer's access to and use of the Services, Customer Data, workloads, exports, imports, payments, privacy, security, telecommunications, and business operations.

### **8.2 Export Controls and Sanctions.**

The Services, Ornn Compute Software, hardware, technical information, software, model weights, datasets, outputs, and related technology may be subject to U.S. and international export control, sanctions, anti-boycott, and trade compliance laws, including the Export Administration Regulations, sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, and other applicable trade controls ("Trade Controls"). Customer must not access, use, export, re-export, transfer, release, or make available the Services, Ornn Compute Software, technical information, Customer Data, model weights, outputs, or related technology in violation of Trade Controls.

### **8.3 Restricted Parties and Regions.**

Customer represents that Customer, its affiliates, its authorized users, and any person or entity that owns, controls, is owned or controlled by, or acts on behalf of Customer are not subject to sanctions or trade restrictions that prohibit use of the Services. Customer must not use the Services for or on behalf of, or provide access to the Services to, any restricted party, embargoed or comprehensively sanctioned jurisdiction, prohibited end user, or prohibited end use under Trade Controls.

### **8.4 Compliance Information.**

Customer must provide information reasonably requested by OrnnX to verify compliance with Trade Controls, know-your-customer obligations, anti-money laundering rules, tax rules, security requirements, Supplier Terms, and other legal or risk requirements. OrnnX may suspend or terminate Services if Customer fails to provide requested information or if OrnnX determines that providing Services may violate law or create unacceptable compliance risk.

### **8.5 Government Use.**

Government customers and contractors may use the Services only as permitted by applicable law and Order Terms. Ornn Compute Software and documentation are commercial items developed at private

expense and are provided with only the rights expressly granted in these Terms and applicable Order Terms.

## **9. Term and Termination**

### **9.1 Term.**

These Terms begin when Customer first accepts them, creates an account, places an Order, or accesses the Services, and continue until terminated in accordance with this Section 9. Individual Orders remain in effect for the period stated in the applicable Order Terms.

### **9.2 Termination by Customer.**

Customer may stop using the Services at any time. Customer may terminate its account by providing notice to Contact@ornn.com, subject to any active Orders, minimum commitments, non-cancellable reservations, unpaid Fees, data export responsibilities, and other obligations that survive termination. Termination does not entitle Customer to refunds except as expressly required by Order Terms or applicable law.

### **9.3 Termination by OrnnX.**

OrnnX may terminate these Terms, Customer's account, or any Order on notice if Customer breaches these Terms and fails to cure the breach within ten days after notice, or immediately if the breach cannot be cured, Customer fails to pay, Customer violates Section 7 or Section 8, Customer creates risk to the Services or third parties, OrnnX is required to terminate by law or Supplier requirement, or OrnnX determines that continued service would create unacceptable legal, security, operational, financial, or reputational risk.

### **9.4 Effect of Termination.**

Upon termination or expiration, Customer's right to access and use the Services ends, and OrnnX may disable accounts, revoke Credentials, reclaim resources, delete Customer Data, and cease providing support. Customer remains responsible for all Fees incurred before termination, including non-cancellable commitments and usage through the effective termination date. Sections that by their nature should survive will survive, including Sections 3.8, 3.9, 4, 5.2, 5.5, 6, 7, 8, 9.4, 10, 11, 12, 13, 14, 15, and 16.

## **10. Representations and Warranties**

### **10.1 Authority.**

Customer represents and warrants that it has legal capacity and authority to enter into these Terms and, if Customer is an entity, that the person accepting these Terms is authorized to bind Customer.

### **10.2 Compliance.**

Customer represents and warrants that Customer will access and use the Services in compliance with these Terms, Order Terms, Supplier Terms, documentation, and all applicable laws.

### **10.3 Customer Data and Workloads.**

Customer represents and warrants that Customer has all rights, licenses, consents, permissions, notices, and legal bases required to upload, store, process, transmit, generate, use, and disclose Customer Data and workloads through the Services, and that Customer Data and workloads will not violate law or third-party rights.

#### **10.4 Privacy.**

Customer represents and warrants that Personal Data included in Customer Data has been collected, processed, transferred, and made available to OrnnX in compliance with applicable privacy and data protection laws, including all required notices, consents, authorizations, and contractual rights.

#### **10.5 Trade Controls.**

Customer represents and warrants that Customer will comply with Section 8 and will not use the Services for prohibited end users, prohibited end uses, restricted parties, sanctioned parties, or sanctioned regions.

#### **10.6 No Cryptocurrency Mining.**

Customer represents and warrants that Customer will not use the Services for cryptocurrency mining, blockchain mining, proof-of-work computation, or similar token-generation activity unless OrnnX has expressly approved such use in writing.

### **11. Disclaimers**

#### **11.1 As-Is Services.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, ORNN COMPUTE, ORNN COMPUTE SOFTWARE, PLATFORM DATA, DOCUMENTATION, SUPPORT, SUPPLIER RESOURCES, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." ORNNX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

#### **11.2 No Guarantee.**

ORNNX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, TIMELY, COMPATIBLE, AVAILABLE IN ANY PARTICULAR REGION, FREE FROM HARMFUL CODE, OR SUITABLE FOR CUSTOMER'S REQUIREMENTS; THAT ANY DEFECTS WILL BE CORRECTED; THAT ANY PARTICULAR HARDWARE, SUPPLIER, PRICE, REGION, PERFORMANCE LEVEL, OR CAPACITY WILL REMAIN AVAILABLE; OR THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RESULT, OUTPUT, PERFORMANCE, REVENUE, SAVINGS, OR BUSINESS OUTCOME.

#### **11.3 Third Parties.**

ORNNX DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR CUSTOMER DATA, CUSTOMER WORKLOADS, CUSTOMER SYSTEMS, THIRD-PARTY SERVICES, SUPPLIERS, OPEN-SOURCE SOFTWARE, INTERNET CONNECTIVITY, PAYMENT PROCESSORS, OR OTHER CUSTOMERS EXCEPT AS EXPRESSLY PROVIDED IN ORDER TERMS.

#### **11.4 High-Risk Use.**

THE SERVICES ARE NOT DESIGNED OR WARRANTED FOR USE IN LIFE-SAFETY, EMERGENCY, MEDICAL, NUCLEAR, AVIATION, WEAPONS, CRITICAL INFRASTRUCTURE, OR OTHER HIGH-RISK SYSTEMS WHERE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE, OR SEVERE ENVIRONMENTAL DAMAGE, UNLESS ORNNX EXPRESSLY AGREES IN WRITING.

## **12. Indemnification**

### **12.1 Customer Indemnity.**

Customer will defend, indemnify, and hold harmless OrnnX, its affiliates, Suppliers, service providers, licensors, payment processors, and each of their respective officers, directors, employees, contractors, agents, successors, and assigns (collectively, "OrnnX Parties") from and against all claims, demands, actions, proceedings, damages, losses, liabilities, fines, penalties, settlements, costs, and expenses, including reasonable attorneys' fees ("Losses"), arising out of or relating to:

- (a) Customer Data, workloads, outputs, or Customer systems;
- (b) Customer's access to or use of the Services;
- (c) Customer's breach of these Terms, Order Terms, Supplier Terms, or applicable law;
- (d) allegations that Customer Data, workloads, outputs, or Customer systems infringe, misappropriate, or violate third-party rights;
- (e) security incidents, unauthorized access, or abuse caused by Customer, Customer Credentials, Customer systems, Customer Data, or Customer's failure to secure its environment;
- (f) Customer's payment obligations, taxes, chargebacks, or payment disputes; or
- (g) Customer's violation of Trade Controls, privacy laws, or acceptable-use obligations.

### **12.2 Procedure.**

OrnnX will provide Customer with reasonable notice of an indemnified claim, permit Customer to control the defense and settlement of the claim where legally permissible, and reasonably cooperate at Customer's expense. Customer may not settle any claim in a way that imposes liability, admission, restriction, or obligation on an OrnnX Party without OrnnX's prior written consent.

## **13. Limitation of Liability**

### **13.1 Exclusion of Damages.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORNNX PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES; LOST PROFITS; LOST REVENUE; LOST BUSINESS; LOSS OF GOODWILL; LOSS, CORRUPTION, OR RECOVERY OF DATA; SECURITY BREACHES; BUSINESS INTERRUPTION; PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; COST OF COVER; OR FAILURE OF CUSTOMER WORKLOADS, EVEN IF AN ORNNX PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE.

### **13.2 Liability Cap.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ORNNX PARTIES ARISING OUT OF OR RELATING TO THESE TERMS, ORDER TERMS, OR THE SERVICES WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY CUSTOMER TO ORNNX FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY; OR (B) ONE HUNDRED U.S. DOLLARS (US \$100) IF CUSTOMER HAD NO PAYMENT OBLIGATIONS TO ORNNX DURING THAT PERIOD.

### **13.3 Basis of Bargain.**

The limitations in this Section 13 apply to all theories of liability, including contract, tort, negligence, strict liability, warranty, statute, and equity, and apply even if a limited remedy fails of its essential purpose. Customer acknowledges that OrnnX has entered into these Terms in reliance on these limitations.

## **14. Dispute Resolution; Arbitration; Class Action Waiver**

### **14.1 Informal Resolution.**

Before filing any arbitration or court proceeding, Customer must first provide written notice of the dispute to Contact@ornn.com. The notice must include Customer's name, account email, entity name if applicable, contact information, a description of the dispute, and the relief requested. The parties will attempt in good faith to resolve the dispute for at least sixty days after OrnnX receives the notice.

### **14.2 Binding Arbitration.**

Except for claims that may be brought in small claims court, claims seeking only injunctive or equitable relief for unauthorized use of intellectual property or systems, or claims that applicable law does not permit to be arbitrated, any dispute, claim, or controversy arising out of or relating to these Terms, Order Terms, the Services, or the relationship between Customer and OrnnX will be resolved by binding arbitration administered by JAMS under its applicable rules. The arbitration will be conducted in English by a single arbitrator. The seat and venue of arbitration will be Wilmington, Delaware, unless the parties agree otherwise or the arbitrator determines that a remote proceeding is appropriate.

### **14.3 Federal Arbitration Act.**

These Terms affect interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this Section 14 to the fullest extent permitted by law. The arbitrator will have exclusive authority to resolve disputes regarding arbitrability, enforceability, interpretation, and scope of this arbitration agreement, except that a court will decide issues concerning the class action waiver in Section 14.5.

### **14.4 Exceptions.**

Either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect intellectual property, confidential information, systems, Credentials, data, security, or infrastructure. Either party may bring an individual claim in small claims court if the claim qualifies. If a claim cannot legally be arbitrated, it must be brought only in the courts identified in Section 15.1.

### **14.5 Class Action and Representative Action Waiver.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AND ORNNX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF, CLASS MEMBER, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR PARTICIPANT IN ANY CLASS, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR MASS ACTION. THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE THAT PARTY'S INDIVIDUAL CLAIM.

### **14.6 Jury Trial Waiver.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AND ORNNX WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, ORDER TERMS, OR THE SERVICES.

#### **14.7 Time Limit.**

To the maximum extent permitted by law, any claim arising out of or relating to these Terms, Order Terms, or the Services must be filed within one year after the claim arose; otherwise, the claim is permanently barred.

### **15. Governing Law and Venue**

#### **15.1 Governing Law.**

These Terms, Order Terms, and any dispute arising out of or relating to them or the Services are governed by the laws of the State of Delaware and applicable U.S. federal law, without regard to conflict-of-law rules, except that the Federal Arbitration Act governs arbitration as stated in Section 14.

#### **15.2 Courts.**

For disputes not subject to arbitration, Customer and OrnnX consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware, and each party waives any objection to jurisdiction, venue, or inconvenient forum in those courts.

### **16. Miscellaneous**

#### **16.1 Intellectual Property.**

OrnnX and its licensors retain all right, title, and interest in and to the Services, Ornn Compute, Ornn Compute Software, Platform Data, documentation, trademarks, trade names, logos, designs, technology, know-how, and related intellectual property. No rights are granted except as expressly stated in these Terms.

#### **16.2 Confidentiality.**

Non-public information disclosed by one party to the other that is marked confidential or should reasonably be understood to be confidential is "Confidential Information." The receiving party may use Confidential Information only to perform under these Terms and must protect it using at least reasonable care. Confidential Information does not include information that is publicly available without breach, already known without confidentiality obligation, independently developed, or rightfully received from a third party without confidentiality obligation. A party may disclose Confidential Information if required by law, provided it gives reasonable notice where legally permitted.

#### **16.3 Assignment.**

Customer may not assign or transfer these Terms, any Order, or any rights or obligations under them without OrnnX's prior written consent. Any attempted assignment in violation of this Section is void. OrnnX may assign or transfer these Terms, Orders, and related rights and obligations to an affiliate, successor, acquirer, or in connection with a merger, acquisition, reorganization, sale of assets, financing, or change of control.

#### **16.4 Force Majeure.**

OrnnX is not liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, labor disputes, war, terrorism, civil unrest, epidemics, pandemics, government action, changes in law, power failures, internet or telecommunications failures, cyberattacks, supplier failures, data center failures, hardware shortages, export restrictions, or failures of third-party services.

### **16.5 Notices.**

OrnnX may provide notices by email to the address associated with Customer's account, through Ornn Compute, by posting on OrnnX's website, or by other reasonable means. Notices are effective when sent or posted. Customer may provide legal notices to OrnnX at [Contact@ornn.com](mailto:Contact@ornn.com), unless OrnnX specifies another notice method for a particular issue.

### **16.6 Electronic Records and Signatures.**

Customer consents to electronic records, notices, disclosures, signatures, and contracting. Customer agrees that electronic acceptance of these Terms, Order Terms, invoices, and related records has the same legal effect as physical signature and delivery.

### **16.7 Publicity.**

OrnnX may identify Customer as an OrnnX customer using Customer's name and logo in customer lists, websites, and marketing materials unless Customer notifies OrnnX in writing that it opts out. Any other public announcement regarding the relationship requires Customer's consent.

### **16.8 Independent Contractors.**

The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, employment, franchise, or exclusive relationship.

### **16.9 No Third-Party Beneficiaries.**

Except for OrnnX Parties, Suppliers, licensors, and service providers entitled to protection under these Terms, there are no third-party beneficiaries to these Terms.

### **16.10 Severability.**

If any provision of these Terms is held invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect. If modification is not permitted, the invalid provision will be severed without affecting the remaining provisions.

### **16.11 Waiver.**

Failure to enforce a provision of these Terms is not a waiver. A waiver is effective only if in writing and signed by the waiving party. Remedies are cumulative unless expressly stated otherwise.

### **16.12 Third-Party Links and Services.**

The Services may include links or integrations to third-party websites, products, services, repositories, packages, models, datasets, or tools. OrnnX is not responsible for third-party resources and does not endorse them unless expressly stated.

### **16.13 Entire Agreement.**

These Terms and applicable Order Terms are the entire agreement between Customer and OrnnX regarding the Services and supersede all prior or contemporaneous agreements, proposals, understandings, and communications regarding their subject matter.

## **17. Selected Supplier Terms Applicable to Certain Services**

Certain Services may be subject to additional Supplier Terms, facility rules, software licenses, hardware restrictions, data center access rules, network policies, export restrictions, or support limitations. OrnnX may present Supplier Terms in an Order, invoice, dashboard, documentation, or other notice. By using the applicable Services, Customer agrees to comply with those Supplier Terms.

If a Supplier requires removal, suspension, limitation, reconfiguration, or termination of any Service, OrnnX may take the required action without liability, and Customer remains responsible for all Fees except to the extent applicable Order Terms expressly provide otherwise.

## **18. Contact**

Questions about these Terms or the Services may be sent to:

OrnnX LLC

Email: [support@ornn.com](mailto:support@ornn.com)

Website: <https://ornn.com>