



## INFERENCE TERMS AND CONDITIONS

**Please Note:** These Terms govern use of Cerebras' inference services by businesses and developers. You may only enter into these Terms on behalf of an organization if you have legal authority to bind it. If you use the Services in a personal capacity, you are the "Customer" under these Terms, and provisions applicable solely to business entities (e.g., audit rights, data processing agreement, indemnities) do not apply. Cerebras will process your personal data as an independent controller in accordance with its [Privacy Policy](#).

These Inference Terms and Conditions (the "**Terms and Conditions**") govern the provision of the Services described on one or more attached Order Form(s) (each, an "**Order Form**") or online subscription plan ("**Plan**") by Cerebras Systems Inc. ("**Cerebras**", "**we**", "**us**" or "**our**") to you ("**Customer**", "**you**" or "**your**"). By executing an Order Form with Cerebras that references these Terms and Conditions, or by Customer's Clickwrap Acceptance, Customer agrees to be bound by these Terms and Conditions. The applicable Order Form or Plan is incorporated into these Terms and Conditions by reference. Unless otherwise specified, capitalized terms will have the meanings set forth in Section 11 (Definitions) of these Terms and Conditions.

### 1. ACCESS AND USE OF SERVICES

a. **Access to Services.** Subject to the Agreement and Documentation and during the Term, we hereby grant to you or your Named Users a non-exclusive, limited, non-transferable, non-sublicensable right to access and use the Services, solely for your or their internal business purposes.

b. **Restrictions on Access and Use.** You agree that your and your Named Users' use of the Services must abide by and be consistent with our Acceptable Use Policy. You are responsible for compliance with the Agreement by your Named Users, and for the proper operation of your network and systems used to connect to the Services. Access to our website at [www.cerebras.ai](http://www.cerebras.ai) is also subject to compliance with our Site Terms.

### 2. FEES

a. **Fees.** All fees and payment terms set forth in the applicable Order Form(s) or Plan will apply to your use of the Services. Except as expressly set forth in Section 6 (Term and Termination), all payment obligations are non-cancelable and fees are non-refundable and not subject to offset. If you exceed the scope of your rights to our Services, you agree to pay for such excess, as described in the applicable Order Form or Plan. If you add services (such as additional Models) during an active Term, we may charge a prorated fee for the remaining portion of that Term, and such added Services will be billed in full in subsequent renewal Terms. Unless otherwise stated in the applicable Order Form or agreement, each Term will automatically renew for successive terms at the then-current rates, unless either party provides written notice of non-renewal prior to the next Term or cancels through their Organization's online console.

b. **Payment.** You agree to pay any undisputed invoiced amounts within the time period and on the terms set forth in the applicable Order Form or Plan, or within 30 days of invoice date if payment terms are not specified (the "**Payment Period**"). You authorize us and our third-party payment processor(s) to charge the payment method provided on your Organization Account periodically over the Term as specified in the Order Form or Plan. Fees are payable in U.S. dollars.

c. **Late and Disputed Payments.** You may dispute an invoice in good faith with particularity in writing within the Payment Period. If any undisputed invoice remains unpaid after the Payment Period, we may charge a late fee of up to 1.5% per month. In the event of a late payment, including disputed invoices that remain unresolved after 30 days, we may: (i) suspend your right to use the Services, and/or (ii) accelerate all unpaid fee obligations so that all amounts payable by you become immediately due and payable.

d. **Taxes.** Fees are exclusive of Taxes, which we will charge as required by applicable law in connection with the Services. We will use the name and address in your account as the place of supply for tax purposes.

e. **Audits.** During the Term and for two years thereafter, you agree to keep accurate records sufficient to demonstrate your compliance with this Agreement, which we may audit upon reasonable advance written notice to you.

### 3. INTELLECTUAL PROPERTY AND DATA USAGE

a. **Ownership of the Services.** You agree that we or our licensors retain all right, title and interest in and to all Services (including any related Updates). Except for the limited rights set forth in the Agreement, no right, title or interest in or to any Services is granted to you. Cerebras reserves all of its intellectual property and other proprietary rights not expressly granted to you herein.

b. **Models.** Each Model and any data residing therein are owned and provided by you or the relevant third-party model provider. Cerebras has no responsibility or liability under this Agreement in respect of any Model and you are solely responsible for your and your Named Users' use of the Models and User Content, and compliance with any applicable Model terms and conditions and applicable law.

c. **Prompts and User Content.** As between you and Cerebras, Cerebras claims no ownership rights in the materials, information or other communications you transmit or post to the Services or transfer to us for processing, storage or hosting by the Services, including any inputs you pass into the Services ("**Prompts**") and any Model outputs generated thereby (collectively, "**User Content**"). You agree that we may access and use the User Content to provide the Services and comply with applicable law (the "**Purpose**"). We retain the User Content only to the extent necessary in connection with the Purpose, and we have the right to remove any User Content in our sole discretion. You are solely responsible for your use of the Model outputs, and you shall not, and will ensure that your representatives do not (i) represent that Model outputs are human-generated or (ii) use infringing Model outputs after you become aware of such infringement. You acknowledge and agree that your use of the Services does not transfer to you ownership of any intellectual property rights in the Services.

d. **Usage Data.** We may collect, or you may provide to us, diagnostic and usage related information, excluding User Content (collectively, "**Usage Data**"). Usage Data is and will be owned solely and exclusively by us, and, to the extent any ownership rights in or to the Usage Data vests in you or any Named User, you hereby assign to us (and will cause Named Users to assign to us) all rights, title and interest in and to the same. We may use, maintain or process the Usage Data for any lawful purpose, including without limitation to (a) provide and maintain the Services; (b) improve our existing and develop new products and services and features thereof; (c) monitor your and your Named Users' usage of the Services; (d) conduct research or analytics; and (e) share analytics and other derived Usage Data with third parties, solely in de-identified and aggregated form.

e. **API Rights.** As part of the Services, Cerebras may provide you with certain application programming interfaces (APIs), API access tokens, HTML scripts, data import tools or other software as applicable (collectively, "**APIs**"). Subject to this Agreement and to any limitations on use of the APIs specified in the Documentation for such APIs or the applicable Order Form or Plan, we grant to you a non-exclusive, limited, non-transferable, non-sublicensable, freely revocable right and license to (a) use the APIs to develop, test and support your applications, (b) distribute or allow access to your integration of the APIs within your applications to end users of such applications and (c) display the Model outputs received from the APIs within your application, provided that you have a valid API key. You will be responsible for maintaining the security of your provided API keys and API account, passwords (including but not limited to administrative and user passwords) and files.

f. **Feedback.** To the extent you or any Named Users provide us any suggestions, recommendations or other feedback relating to the Services or any other Cerebras products or services (collectively, "**Feedback**"), you hereby assign to us all right, title and interest in and to the Feedback. We are free to use the Feedback and any ideas, know-how, concepts, techniques or other intellectual property contained in the Feedback, without providing any attribution or compensation to you or to any third party, for any lawful purpose.

### 4. CONFIDENTIALITY

a. **Confidentiality.** Each party (the "**Receiving Party**") may receive Confidential Information of the other party in the course of the Agreement. Accordingly, each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), and further agrees to: (i) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of the Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with the Agreement and who are bound by obligations

of confidentiality to the Receiving Party not less protective of the Confidential Information than those herein. Each party agrees to hold the other party's Confidential Information in confidence during the term of the Agreement and for a period of five (5) years after the termination or expiration of the Agreement (except that with respect to Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations shall be perpetual).

b. **Permitted Disclosures.** If a Receiving Party is required by law, regulation or court order to disclose Confidential Information of the Disclosing Party, then the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with advance written notice and reasonably cooperate in any effort of the Disclosing Party to obtain confidential treatment of the Confidential Information, including the opportunity to seek appropriate administrative or judicial relief.

c. **Injunctive Relief.** The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party may be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

d. **Return of Confidential Information.** Upon written request by the Disclosing Party, except for electronic copies made in the course of normal network backups or as otherwise set forth in this Agreement, the Receiving Party will promptly return to the Disclosing Party or destroy (and provide written certification of such destruction) all materials containing any of the Disclosing Party's Confidential Information.

## 5. **PRIVACY AND SECURITY**

a. Notwithstanding anything to the contrary in this Agreement, personal information that you transmit, post, upload or otherwise provide pursuant to the Agreement and to the Services (including on behalf of your Named Users) will be handled in accordance with the Data Processing Agreement.

## 6. **TERM AND TERMINATION**

a. **Term.** The Agreement is effective as of the effective date of your initial Order Form or the Clickwrap Acceptance and will remain in effect until terminated in accordance with the terms. Each Order Form or Plan may specify a "Term" as set forth therein. Unless otherwise terminated, the Agreement will remain in effect through successive Terms of all active Order Forms or Plans.

b. **Right to Terminate.** Either party may terminate the Agreement (including all related Order Forms or Plan) if the other party: (i) materially breaches the Agreement (for clarity, your failure to pay fees constitutes a material breach) and fails to cure such material breach (including any related Service Suspension that is not cured) within 30 days after receiving written notice from the terminating party; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days.

c. **Right to Suspend.** Cerebras may temporarily suspend your or any Named User's right to access or use any portion or all of the Services immediately (i) if we reasonably determine your or a Named User's use of the Services (A) poses a security risk to the Services or any third party, (B) could adversely impact our systems, the Services or the systems or content of any of our other customers, (C) could subject us, our affiliates, or any third party to liability, (D) is in violation of the Acceptable Use Policy or (E) could be fraudulent; (ii) in lieu of termination under Section 6(b) above; or (iii) in accordance with Section 2(c) (any such suspension, a "**Service Suspension**"). Cerebras shall use commercially reasonable efforts to (y) provide written notice of any Service Suspension to you and to provide updates regarding resumption of access to the Services, if applicable, and (z) resume providing access to the Services after the event giving rise to the Service Suspension is cured. If we suspend your right to access or use the Services, you will be responsible for all fees and charges you incur during the period of suspension that we bill to you. Cerebras will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that your or your Named Users may incur as a result of a Service Suspension.

d. **Effect of Termination.** In the event the Agreement is terminated by you due to our material breach of the Agreement, we will refund you any prepaid fees that have not accrued prior to the date of termination. In the event the Agreement is terminated by us due to your material breach of the Agreement, you will pay all remaining

amounts that would have been due under the Agreement had it not been terminated early. Upon termination of the Agreement or all related Order Forms or Plan, your right to access or receive the Services (and our obligations to provide Services) will terminate. When your right to access or receive the Services expires or terminates, you will immediately cease using the Services.

e. **Survival.** Any provisions that by their nature are intended to survive the expiration or termination shall survive the expiration or termination of this Agreement.

## **7. WARRANTY; SUPPORT AND MAINTENANCE**

a. **Mutual Warranty.** Each party represents and warrants to the other party that it has validly entered into the Agreement and has the legal power to do so and, in connection with its performance of the Agreement, shall comply with all laws applicable to it.

b. **Support and Maintenance.** Cerebras will use commercially reasonable efforts to provide the Services in accordance with this Agreement and the Documentation.

c. **Warranty Disclaimer.** OTHER THAN AS EXPRESSLY PROVIDED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. CEREBRAS DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THE ACCURACY AND COMPLETENESS OF THE MATERIALS PROVIDED BY THE SERVICES, INCLUDING MODEL OUTPUTS. CEREBRAS MAY MAKE CHANGES TO THE SERVICES AT ANY TIME, WITHOUT NOTICE.

## **8. INDEMNIFICATION**

a. **Indemnification by Customer.** You will defend and indemnify us and our affiliates and licensors for all Claims arising from or relating to (i) your or your Named Users’ breach or violation of this Agreement, including the Acceptable Use Policy; (ii) User Content that is alleged to infringe, misappropriate or violate third party intellectual property rights, (iii) your violation of applicable law; or (iv) your gross negligence or willful misconduct.

b. **Indemnification Procedures; Control of Litigation.** We shall have the right, but not the obligation, to participate in the defense of any claim with counsel of its choosing, at your expense. You shall not settle any claim without our prior written consent. Our failure to promptly notify you of a claim shall not relieve you of your indemnification obligations, except to the extent you are materially prejudiced by such delay. We will provide reasonable cooperation and assistance to defend or settle such Claim. Any assistance requested by you shall be at your sole cost and expense. This Section 8 states our exclusive remedy and Customer’s sole obligation with respect to third-party claims covered under this Section.

## **9. LIMITATION OF LIABILITY**

a. **Excluded Claims.** YOUR AND YOUR NAMED USERS’S USE OF ANY MODELS, THIRD-PARTY SERVICES, AND USER CONTENT IS AT YOUR OWN RISK. IN ADDITION, EXCEPT FOR EITHER PARTY’S (I) GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE LAW, (II) YOUR OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), (III) YOUR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS, AND (IV) YOUR PAYMENT OBLIGATIONS HEREUNDER, NEITHER YOU NOR CEREBRAS NOR OUR RESPECTIVE AFFILIATES AND LICENSORS WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) UNDER ANY LEGAL THEORY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **Liability Cap.** EXCEPT FOR (I) EITHER PARTY’S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE LAW, (II) INFRINGEMENT BY A PARTY OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, (III) YOUR OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), AND (IV) YOUR PAYMENT OBLIGATIONS HEREUNDER, EACH PARTY AND ITS AFFILIATES’ TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT YOU HAVE PAID US IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## 10. GENERAL TERMS

a. **Assignment.** The Agreement will bind and inure to the benefit of each party and their permitted successors and assigns. Neither party may assign or transfer the Agreement without the other party's written consent, unless it is to an affiliate or in connection with a merger, reorganization, sale of substantially all of assignor's assets, or other change of control transaction. Notwithstanding the foregoing, if you assign or transfer the Agreement to, or undergo a change of control transaction with, (i) a competitor of ours or (ii) a party that uses the Services in a manner or quantity materially different from your use prior to the assignment, transfer, or change of control, we may terminate the Agreement upon written notice.

b. **Publicity.** Neither party may use the other party's Brand Features in any promotion, marketing, publication or press release without the prior written consent of the other party; except as set forth in the Order Form or Plan. Notwithstanding the foregoing, Cerebras may state publicly that Customer is a Cerebras customer and display your Brand Features in connection with such statement. With prior written consent, the parties may engage in joint marketing activities, such as customer testimonials, public speaking events and interviews.

c. **Governing Law & Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of laws. Any dispute arising out of, in connection with, or under this Agreement or its subject matter will be resolved by confidential binding arbitration, under the commercial rules of the Judicial Arbitration and Mediation Service ("JAMS"), with one (1) arbitrator mutually agreed upon by the parties. If the parties are unable to agree upon an arbitrator, JAMS will appoint the arbitrator in accordance with its rules. The arbitration will be conducted in Santa Clara County, California, unless you and Cerebras agree otherwise. Disputes must be brought on an individual basis only; class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim, and agrees that such claims will be brought exclusively in the federal and state courts of Santa Clara County, California.

d. **Force Majeure.** Except for payment obligations, neither party will have any liability for failures or delays resulting from conditions beyond each party's reasonable control, including but not limited to governmental actions or acts of terrorism, natural disasters or other acts of God, labor conditions, supply chain disruptions, and network, power, utility, or other technical failures.

e. **Notice.** Any notice, approval or other communication required or otherwise provided for under the Agreement will be in writing and deemed to have been given when (i) personally delivered; (ii) sent by email; or (iii) sent by a commercial overnight courier. You will provide such notices to *Cerebras Systems Inc., 1237 E. Arques Ave., Sunnyvale, CA 94085, Attn: Legal Department, legal@cerebras.net*. Such notices to you will be sent to the address or email address listed in the applicable Order Form or Plan, or if no contact information is listed, to any known employee of Customer. Each party may modify its recipient of such notices by providing notice to the other party.

f. **Entire Agreement & Order of Precedence.** This Agreement, including all exhibits, appendices, or addenda attached, referenced and/or linked herein, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, (i) the provisions of an Order Form or Plan (excluding conflicting or additional provisions of a Customer proposal, purchase order or other documents, which shall be null and void) will take precedence over the provisions of these Terms and Conditions and over any other exhibits, appendices or addenda, but solely with respect to the Services governed by such Order Form or Plan, and (ii) these Terms and Conditions will take precedence over any exhibits, appendices or addenda attached, referenced and/or linked herein. The Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those contained in the Agreement. In the event of a conflict between the English version of the Agreement and any other version or translation of the Agreement, the English version shall control.

g. **Relationship of the Parties.** For all purposes under this Agreement, you and Cerebras will be and act as independent contractors and will not bind nor attempt to bind the other to any contract. There are no intended third-party beneficiaries of the Agreement.

h. **Trade Controls.** You acknowledge that the Services are subject to applicable import, export, and sanctions laws and regulations (collectively, “**Trade Controls**”), including without limitation those of the United States (e.g., the sanctions administered by the Office of Foreign Assets Control (“**OFAC**”) (31 CFR part 500 et seq.) and the Export Administration Regulations (“**EAR**”) (15 CFR part 730 et seq.)). You agree to abide by all applicable Trade Controls. You confirm that (i) you and your Named Users are not restricted or sanctioned parties on a U.S. Department of Commerce or OFAC restricted party list, or similar lists maintained by other countries such as the EU’s Consolidated Financial Sanctions List and the UK’s Consolidated Lists of Financial Sanctions Targets, (ii) you and your Named Users are not 50% or more owned or otherwise controlled by any such party, (iii) you and your Named Users are not located, organized or resident in a country that is or becomes subject to comprehensive Trade Controls or prohibited from receiving Services under applicable Trade Controls, and (iv) you and your Named Users are not using the Services for any end-use prohibited by applicable Trade Controls.

i. **Acceptance and Modification.** This Agreement, including these Terms and Conditions, Acceptable Use Policy, and Data Processing Agreement, may be agreed to (i) by both parties’ execution of the Order Form referencing these Terms and Conditions, which may be signed electronically and/or in counterparts, or (ii) by Customer’s Clickwrap Acceptance. An Agreement that is mutually executed may only be modified by a mutually executed writing. If the Agreement is made available on our website or through an Organization Account registration, and accepted via a Clickwrap Acceptance, Cerebras may update the Agreement at any time by providing you with at least 30 days’ prior notice, including without limitation by posting the update on our website or by email notice to the address on record for the Organization Account. Your continued use of, or access to, the Services after an update goes into effect will constitute acceptance of the update. If you do not agree with an update, you may stop using the Services and terminate this Agreement pursuant to Section 6 (Term and Termination).

j. **Miscellaneous.** Section headings are inserted for convenience only and shall not affect interpretation of the Agreement. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect. A waiver of any right under the Agreement is only effective if it is in writing and only against the party who signed such writing. Unless stated otherwise in this Agreement, all references to “dollars” or “\$” or “US\$” in this Agreement refer to U.S. dollars.

## 11. DEFINITIONS

Unless otherwise defined in the Agreement, the following capitalized terms will have the meanings specified below.

a. “**Acceptable Use Policy**” means the acceptable use policy attached hereto as an exhibit or otherwise provided with these Terms and Conditions.

b. “**Agreement**” means each applicable Order Form or Plan, these Terms and Conditions, the Acceptable Use Policy, Data Processing Agreement, and any other exhibits, appendices, or addenda attached, referenced and/or linked herein or therein.

c. “**Base Fee**” means a pre-determined fee charged by Cerebras for the initial term and each renewal term of an Order Form. As tokens are processed as part of the Services, Usage Fees are incurred by Customer and deducted from the Base Fee. The Base Fee is non-refundable regardless of actual usage and cannot be rolled over to subsequent Terms (including renewal terms) or credited against a different Order Form. Usage Fees incurred in excess of the Base Fee during a Term is invoiced separately in accordance with the applicable Order Form.

d. “**Brand Features**” means each party’s trade names, trademarks, logos, domain names and other distinctive brand features.

e. “**Claims**” means actions, claims, or demands, and all losses, damages, liabilities, fees, fines, penalties, costs, and expenses (including without limitation reasonable attorneys’ fees and legal costs).

f. “**Clickwrap Acceptance**” means Customer’s electronic acceptance of this Agreement through Cerebras online portal or website, including on AWS Marketplace.

g. **“Confidential Information”** means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Services and the terms and conditions of the Agreement will be deemed our Confidential Information without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party.

h. **“Data Processing Agreement”** means the data processing agreement, a copy of which is currently set forth at <https://cerebras.ai/dpa>, as may be updated by us from time to time.

i. **“Documentation”** means any technical documentation or user manuals distributed or made available by us in connection with the Services.

j. **“Model(s)”** means the generative AI model(s) specified in the applicable Order Form with respect to which the Services are performed (which may be your proprietary models or third party models), excluding draft models created by Cerebras.

k. **“Named User”** means the users you allow to use the Services, including without limitation your employees and, if applicable, your customers and their employees.

l. **“Order Form”** means an order form entered into between you and Cerebras for the use of any Services.

m. **“Organization Account”** means an administrative account that allows the account holder to provision access to the Services (and underlying API keys) to relevant users of the Services. Unless otherwise set forth in the Order Form, one set of API keys is provided to Customer per Order Form.

n. **“Rate Limits”** refer to certain usage thresholds applicable to the Services, such as tokens per minute, requests per minute, tokens per day, average tokens per request, and other similar metrics. Rate Limit(s), including without limitation those identified in an Order Form, define permitted usage capacity of the Services.

o. **“Plan”** means the subscription option, service tier, or product configuration selected by Customer through the online portal and accepted via click-through. The Plan specifies the scope of Services, applicable fees, rate limits, and other relevant details, and is incorporated into these Terms and Conditions by reference.

p. **“Services”** means inference cloud compute services provided by way of HTTPS API access to an endpoint within Cerebras’ infrastructure that hosts the supported Models identified in the Order Form, and/or as otherwise described in the applicable Order Form.

q. **“Site Terms”** means the Website Terms of Use for [www.cerebras.ai](https://www.cerebras.ai), a copy of which is currently set forth at <https://cerebras.ai/policies>, as may be updated by us from time to time.

r. **“Taxes”** means taxes, levies, duties or similar governmental assessments.

s. **“Term”** means the initial term or any renewal term or billing period of the applicable Order Form(s) or Plan, during which Services are provided and fees are charged. Each Term renews as described in the Order Form or Plan.

t. **“Update”** means a later commercial release of the Services made available after you access or use the Services.

u. **“Usage Fees”** means the fees charged by Cerebras for processing input tokens and output tokens as part of the Services, as set forth for each supported Model in the applicable Order Form. Usage Fees are denominated in dollars per million tokens processed, unless otherwise stated.

## ACCEPTABLE USE POLICY

Acceptable Use. The Services are available for access and use by you and your Named Users solely for lawful and permitted purposes, in accordance with the Agreement.

Restrictions. You shall not do, and shall not assist, permit or enable your representatives, Named Users or any third party to do, any of the following:

- Disassemble, reverse engineer, decode or decompile any part of the Services, or access the Services by means not authorized by the Agreement or Documentation;
- Use any robot, spider, scraper, off-line reader, data mining tool, data gathering or extraction tool, or any other automated means to access the Services in a manner contrary to the Documentation;
- Violate the license or other terms and conditions of any third party Models;
- Buy, sell or transfer API keys without our prior written consent in each case (except to the extent the Order Form or Plan allows for resale of the Services);
- Copy, rent, lease, sell, loan, transfer, assign, license or purport to sublicense, resell, distribute, modify, alter, or create derivative works of any part of the Service or any of our intellectual property, (except to the extent the Order Form or Plan allows for resale of the Services);
- Take any action that imposes, or may impose, an unreasonable or disproportionately large load on our infrastructure;
- Use the Services in any manner or for any purpose that attempts to defraud, deceive or impersonate any person, or entity; misrepresent your affiliation with a person or entity; promote violence, hatred or harm against any individuals or groups; or violate intellectual property rights, privacy rights, and/or rights of personality;
- Post or transmit to or from the Services any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law;
- Intentionally make the Service generate Model outputs that infringe intellectual property rights, third-party rights or applicable law;
- Use or display the Services in competition with us, to develop competing products or services, for benchmarking or competitive analysis of the Services, or otherwise to our competitive detriment or disadvantage (except to the extent the Order Form allows for resale of the Services);
- Attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Services;
- Use the Services to transmit spam, chain letters, or other unsolicited email;
- Use the Services for any commercial solicitation purposes; and
- Transmit invalid data, malicious code or other similar software agents through the Services;

Any actions by you or your Named Users that we determine, in our sole discretion, violate this Acceptable Use Policy is prohibited.