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Terms of Service - Enterprise

Last Updated: June 27, 2025

Previous versions

- June 9, 2025

- December 23, 2024

- October 29, 2024

- September 5, 2024

This xAI Enterprise Terms of Service ("**Agreement**") is entered into by and between the business customer of xAI for xAI business services, including the xAI API and Grok Business, ("**Customer**") and X.AI LLC ("**xAI**") (Customer and xAI each, a "**party**" and collectively, the "**parties**"), and sets forth the terms and conditions under which Customer subscribes to and uses such xAI Services. This Agreement and is effective as of the date Customer makes the applicable purchase memorialized by an xAI online purchase confirmation (the "**Effective Date**"). The individual who signs, clicks through, or otherwise agrees to the applicable purchase terms referencing or incorporating this Agreement binds Customer to the terms and conditions of this Agreement and has been duly authorized by Customer to do so.

*Note: these terms are for enterprise (business) users of the xAI API and related xAI Services who are at least 18 years old. For consumer use of Grok, please see our Consumer Terms of Service.

1. **XAI PRODUCTS AND SERVICES**

   1.1. **Provision of Products and Services**. Subject to the terms and conditions of this Agreement, xAI will provide Customer with the online software-as-a-service

products and services on a subscription basis for the Subscription Term (defined below), and such other products and services, as set forth in the applicable purchase terms (collectively, the "**Service(s)**"). Use of the Services is fully governed by this Agreement. In the event of any conflict or inconsistency between this Agreement and the applicable purchase terms, this Agreement shall control, unless expressly stated otherwise in the applicable purchase terms.

1.2. **Access to Services**. Customer may access and use the Services on a non-exclusive and non-transferrable basis (except as set forth in Section 14.1), solely for its business purposes as specified herein and the applicable purchase terms, and any technical documentation provided by xAI for such Services currently available at https://docs.x.ai/docs (as may be updated from time to time) ("**Documentation**"). Subject to this Agreement, xAI grants Customer a limited, non-exclusive right to use xAI's application programming interfaces to develop an integration between the Services and Customer's products (the "**Bundled Services**") and to: (a) make available the Bundled Service to Customer's end users ("**End-Users**"); and (b) demonstrate the Bundled Services to potential End Users. Customer will provide access to the Services to End-Users only in accordance with this Agreement. This grant does not create any direct contractual relationship between xAI and the End-Users. Customer shall remain responsible to xAI for each End User. If the purchase terms permits Customer's End-Users to develop an integration between the Services and their own products (each an "**Additional Bundled Service**"), then all references to End-Users in this Agreement will mean both End-Users and Additional Bundled Service end users.

1.3. **Permitted Users**. Customer may permit its employees, agents, independent contractors and consultants to use the Services solely on its behalf ("**Permitted Users**"), provided Customer remains responsible for the acts and omissions of each such Permitted User. Use of the Services by Customer in the aggregate must be within the restrictions set forth in the applicable purchase terms (if any). If Customer is given passwords to access Services on xAI's systems, Customer shall require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall promptly notify xAI: (a) if Customer has reason to suspect that any user ID or password has been lost, stolen, compromised, or misused, and (b) of any unauthorized access to or use of the Services. Customer shall be responsible for

any and all actions taken by Customer or its Permitted Users in the Customer's accounts and passwords.

1.4. **Use by Affiliates**. Each of Customer's Affiliates (defined below) identified in the applicable purchase terms will be entitled to access and use the applicable Services in accordance with this Agreement and the applicable purchase terms; provided that Customer shall remain responsible to xAI for the actions and omissions of each such Affiliate (and each of such Affiliate's Permitted Users). The terms of this Agreement will govern, and will be incorporated by reference into, each such purchase terms as if this Agreement were separately executed by the applicable Customer Affiliate, and the term "Customer" as used in this Agreement will be deemed as applying to such Customer Affiliate for the purposes of such purchase terms. "**Affiliate**" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, "control" means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

1.5. **Beta Offerings.** From time to time, xAI may, in its sole discretion, include test features or products in the Services ("Beta Offerings"). If Customer chooses to use any Beta Offerings, Customer agrees such offerings are provided "as is" and may contain errors, defects, bugs or inaccuracies that could fail or cause corruption or loss of data and information. Customer agrees that use of any Beta Offerings is at its own risk. If xAI provides Customer with access to non-public Beta Offerings, Customer agrees that they are offered on a confidential basis and are xAI Confidential Information and the use of such Beta Offerings by Customer may be governed and controlled by separate terms outside of this Agreement.

2. **GENERAL RESTRICTIONS**.

Customer shall comply with xAI's Acceptable Use Policy (as it may be updated from time to time) (the **"AUP"**). Further, Customer shall not, and shall not allow any third party (including any Permitted User) to: (a) sell, rent, lease or use any Service for time sharing purposes; (b) use any Service to help develop, or help provide to any third party, any product or service similar to or competitive with any Service; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of any Service; (d) copy, modify or create derivative works from any Service or any Documentation; (e)

scrape any User Content, distill model behavior, or remove or obscure any copyright or proprietary or other notice contained in any Service or Documentation; (f) propagate any virus, Trojan horse, or other malware or programming routine intended to damage any system or data; (g) access or use any Services in a manner intended to circumvent or exceed service account limitations or requirements; (h) use any Services in a manner that violates any applicable law, regulation, or legal requirement or obligation; (i) use any Services in violation of any third-party rights of privacy or intellectual property rights; (j) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark any Services; (k) post, upload, transmit or provide any Input (defined below) or other data that xAI reasonably deems to be unlawful, harmful, abusive or otherwise violates this Agreement (l) use the Services except as expressly permitted by this Agreement. Customer agrees that xAI may monitor Customer accounts for violations of xAI's AUP, this Section 2, or the Agreement, and that xAI may at xAI's sole discretion take corrective actions, including immediate account termination. Further, Customer shall ensure that its agreements with End-Users will contain an acceptable use policy, terms and conditions, and a privacy policy that are substantially consistent with, and at least as protective of Customer and xAI as, this Agreement, the AUP, and xAI's Privacy Policy. If xAI or Customer reasonably suspects a breach of this Section resulting from the activity of its End-Users, it shall promptly notify the other party in writing. Upon such notice, the parties agree to cooperate in good faith to investigate and address the suspected breach. This may include taking corrective measures, such as suspending or terminating the account of any End-User found to be in violation of the terms of this Agreement.

3. **CUSTOMER OBLIGATIONS; DATA**

   3.1. **Generally**. "**Input**" means information, data, and other content, in any form or medium, that is downloaded, or otherwise received, directly or indirectly (including via a third-party provider), from Customer (including from a Permitted User on Customer's behalf) or any End User to xAI to be processed by the Services. Input does not include information, data, or other content submitted by Customer to xAI outside of the Services, including non-production data and synthetic data. As between the parties, Customer is solely responsible for the accuracy, content and legality of all Input uploaded by the Customer or any End User. Customer represents and warrants to xAI that Customer has sufficient rights in the Input and has obtained all required consents to grant the rights granted to xAI in Section 3.2 below and that the Input to the Customer's knowledge does not infringe or

otherwise violate the rights of any third party. "**Output**" means the output of the Services Provided to Customer based on Input. Customer shall not represent that Output was human-generated or use the Output to train Customer's or its providers' machine learning or AI models. Due to the nature of machine learning and AI, the Output may not be unique across users and the Service may generate the same or similar Output for other users. Use of the Service may result in incorrect Output that does not accurately reflect reality. Customer must evaluate the accuracy of any Output as appropriate for Customer's use case, including by using human review of the Output. Customer understands and agrees that the Output may contain "hallucinations" and may be inaccurate, objectionable, inappropriate, or otherwise unsuited to Customer's purpose, and Customer agrees that xAI shall not be liable for any damages Customer or any third party alleges to incur as a result of or relating to any Output or other content generated by or accessed on or through the Service. If Customer shares Input or Output from the Service with others, Customer authorizes xAI to share those materials with the applicable third party. Customer is responsible for complying with relevant third-party policies when it instructs xAI to transmit Output to those third parties. Collectively, Input and Output are referred to as "**User Content**."

3.2. **Rights in Input and Output**. As between the parties, Customer shall (a) retain all right, title and interest (including any and all intellectual property rights) in and to the Input, and (b) own the Output. Notwithstanding the foregoing, Customer hereby grants to xAI a non-exclusive, worldwide, irrevocable, transferable (as set forth in Section 14.1), fully paid-up, royalty-free right and license to use, copy store, transmit, modify, and display the User Content in order to: (a) provide the Services to Customer; and (b) enforce xAI policies, to prevent abuse, and to perform operations relating to safety, compliance, and moderation.

3.3. **De-identified Data and Data Retention**. xAI may create and use de-identified data related to Customer's use of the Services to improve xAI's products and services, to develop new products and services, and for its other business purposes (and such de-identified data will be owned by xAI). For clarity, subject to Section 3.2, xAI shall not use any User Content for any of its internal AI or other training purposes (such as training its machine learning models), including developing new products or services based on User Content. User Content is automatically deleted within 30 days, unless (a) xAI is legally required to retain it, or (b) it is flagged for safety, compliance, or moderation issues or as potentially violating this Agreement

or the AUP.

3.4. **Third-Party Application Service Providers**. Customer may be able to access and use certain optional third-party services or products (e.g., a third-party service that integrates with xAI via opt-in, or uses xAI's APIs) through or with its use of the Services ("**Third-Party Services**"). Customer is under no obligation to use any Third-Party Services. Additionally, all or some portions of the Services may be subject to additional and/or separate terms and conditions, including but not limited to open-source software licenses and other third-party software license terms and conditions ("**Third-Party Terms**"). To the extent there is a conflict between the Third-Party Terms and this Agreement, the Third-Party Terms and conditions shall control. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ALL THIRD-PARTY SERVICES ARE MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. IF CUSTOMER USES ANY THIRD-PARTY SERVICES, XAI WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. XAI DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT XAI WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY PERMITTED USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

4. **OWNERSHIP**

4.1. **Ownership**. Customer acknowledges that no xAI intellectual property rights are assigned or transferred to Customer hereunder. Customer is obtaining only a limited right to access and use the Services during the Subscription Term of this Agreement. Customer agrees that xAI or its suppliers own and retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to (a) the Services, Documentation, and any and all related and underlying technology, documentation, and other information, (b) any intellectual property it develops hereunder, and any derivatives thereof, and (c) all improvements or modifications to the foregoing (a) and (b) ((a), (b) and (c) individually and collectively, "**xAI Technology**"). As between xAI and Customer, Customer owns all right, title and interest in and to the Output in perpetuity and, to the fullest extent possible under applicable law, xAI hereby assigns to Customer all of its right, title, and interest in and to such Output (but excluding, for clarity, any xAI Technology).

4.2. **Feedback**. In the event Customer or any Permitted User provides xAI with any suggestions, ideas, improvements or other feedback with respect to any aspect of the Services ("**Feedback**"), Customer hereby assigns and shall cause all Permitted Users to assign to xAI all right, title and interest in and to such Feedback, including all intellectual property rights therein, and acknowledges that xAI shall own such Feedback.

5. **SUBSCRIPTION TERM, FEES AND PAYMENT**

5.1. **Subscription Term and Renewals**. Unless otherwise set forth in applicable purchase terms or terminated as set forth herein, the **"Subscription Term"** is one (1) year and shall auto-renew for successive renewal terms of equal length.

5.2. **Fees and Payment**. Unless otherwise set forth in applicable purchase terms, all fees shall be paid by Customer within thirty (30) days of xAI's invoice date and are due and payable in advance at the start of the applicable Subscription Term. Fees are payable by credit card, check, or through ACH transfers and Customer authorizes xAI to charge its credit card or bank account for all such fees. Upon xAI's request, Customer agrees to promptly complete and submit an ACH authorization form to xAI. All fees are non-refundable. Fees are exclusive of taxes, and Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of xAI.

5.3. **Suspension of Service**. If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, xAI reserves the right to suspend Customer's access to the applicable Service without liability to Customer until such amounts are paid in full. xAI also reserves the right to suspend Customer's access to the Services immediately if Customer's use of the Services: (a) materially violates this Agreement; (b) as determined by xAI violates xAI's AUP; (c) raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues; or (d) to protect the integrity or availability of the Services or xAI's systems.

6. **TERM AND TERMINATION**

6.1. **Term**. This Agreement is effective as of the Effective Date and will continue in effect until terminated as set forth below.

6.2. **Termination**. xAI may terminate this Agreement and/or Customer account(s) at any time, and at its sole discretion. Customer may discontinue use of the Services at any time. In addition, either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is sufficient in the case of non-payment); (b) ceases operation without a successor; or (c) 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 not dismissed within sixty (60) days thereafter). Upon termination, there will be no refund of prepaid fees.

6.3. **Effect of Termination**. Upon the expiration or termination of this Agreement, (a) Customer shall immediately cease all use of and access to the Services (including any and all related xAI Technology) and (b) each party will return to the other party (or destroy) such other party's Confidential Information (defined below) within 30 days. Except as otherwise set forth herein, termination of this Agreement is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.4. **Survival**. The following Sections shall survive any expiration or termination of this Agreement: 1.4, 2, 3, 4.2, 5, 6.2, 6.3, 7, 8, 9, 10, 11, 13, and 14.

7. **LIMITED WARRANTY; DISCLAIMER**

7.1. **Limited Warranty**. Each party represents and warrants to the other that it has the full right and power to enter into and perform under this Agreement, without any third party consents or conflicts with any other agreement. xAI warrants that it will provide the Services in substantial conformity with the applicable Documentation. xAI's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in xAI's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if xAI determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole and exclusive remedy and xAI's entire liability, a refund of any fees Customer has pre-paid for use of the Services or related services it has

not received as of the date of the warranty claim. The limited warranty set forth in this Section shall not apply: (a) if the error was caused by the Bundled Services, Additional Bundled Services, or any misuse, unauthorized modifications or third-party hardware, software or services, or (b) to any Services provided on a no-charge or evaluation basis.

7.2. **Warranty Disclaimer**. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. XAI AND ITS SUPPLIERS EACH EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

8.1. **Exclusion of Damages.** NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2. **Limitation of Liability.** EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS IN SECTION 2 (GENERAL RESTRICTIONS), SECTION 9 (INDEMNIFICATION) OR SECTION 10 (CONFIDENTIAL INFORMATION), EITHER PARTY'S OBLIGATIONS REGARDING THE OTHER PARTY'S PROPRIETARY RIGHTS, EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO XAI DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

9. INDEMNIFICATION

9.1. **Indemnification by xAI**. xAI shall indemnify and defend Customer from and against any claims, costs, damages, losses, liabilities and expenses (including reasonable outside attorneys' fees and costs) arising from infringement of patent, copyright,

trademark, or other intellectual property right asserted against Customer by a third party based upon Customer's use of the Services in accordance with the terms of this Agreement; provided that xAI shall have received from Customer: (a) prompt written notice of such claim; (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); and (c) all reasonable necessary cooperation of Customer at xAI's expense. In addition, Customer may, at its own cost and expense, appoint its own counsel with respect to defense of the claim; and any settlement that does not provide for a full and unconditional release of Customer shall require Customer's consent. If Customer's use of any Service is, or in xAI's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, xAI may, in its sole and reasonable discretion: (x) substitute substantially functionally similar products or services; (y) procure for Customer the right to continue using the Services; or if (x) and (y) are commercially impracticable, (z) terminate this Agreement and refund to Customer any unused, prepaid fees paid by Customer for the terminated period. The foregoing indemnification obligation of xAI shall not apply to the extent that the alleged infringement arises from: (1) any modification of the Services, including fine-tuning or other customization, other than by or on behalf of xAI; (2) access to or use of any Service in combination with any hardware, system, software, network, or other products, materials or services not provided by or on behalf of xAI, including the Bundled Services; (3) use of the Services in breach of this Agreement, including the AUP, Documentation, DPA, and xAI Privacy Policy; or (4) Input, Output, or any training data Customer provides to xAI, if any. THIS SECTION 9.1 SETS FORTH XAI'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.2. **Indemnification by Customer**. Customer shall indemnify, defend, and hold harmless xAI and its parents, subsidiaries, and affiliates from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim from an End-User or any claim arising from or relating to (a) Customer's violation of any applicable laws relating to Input (including, without limitation, privacy laws, regulations, or rights), or Customer's breach of Section 3.1), (b) use of the Services in violation of this Agreement, the AUP, Documentation, DPA, or xAI Privacy Policy, or (c) the Bundled Services or Additional Bundled Services. This indemnification

obligation is subject to Customer receiving: (x) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (y) the exclusive right to control and direct the investigation, defense, or settlement of such claim (any settlement, subject to xAI's prior written consent); and (z) all reasonably necessary cooperation of xAI at Customer's expense.

10. **CONFIDENTIAL INFORMATION**

10.1. **Definition.** "**Confidential Information**" means information disclosed by one party to the other that is marked as confidential or proprietary or that ought reasonably to be understood as confidential or proprietary. All xAI Technology, performance information relating to the Services, and the terms and conditions of this Agreement (including the fees and pricing information) shall be deemed Confidential Information of xAI without any marking or further designation. Customer's Confidential Information includes User Content (subject to Section 3). Confidential Information does not include information that the recipient already lawfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient without any reference to or use of Confidential Information, or that was rightfully obtained by the recipient from a third party.

10.2. **Obligations**. The recipient agrees not to disclose Confidential Information except to its Affiliates, employees, contractors and agents who need to know it and have agreed in writing to keep it confidential. Only those parties may use the Confidential Information, and only to exercise the recipient's rights and fulfill its obligations under this Agreement, while using at least a reasonable degree of care to protect it. The recipient may also disclose Confidential Information to the extent required by law after providing reasonable notice to the discloser and cooperating to obtain confidential treatment. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and the disclosing party may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

11. **PRIVACY; SECURITY**

11.1. **Privacy.** By using the Services, Customer acknowledges that information, including Feedback, relating to individuals associated with Customer and End-User accounts, may be processed as set forth in our Privacy Policy, as it may be updated

from time to time. Customer acknowledges that if Customer or End-Users incidentally submit it to the Services, xAI may collect, use, and disclose Customer and End-User data which may include "personal data" or "personal information" (as those terms are defined under applicable privacy laws), in which case xAI's Data Processing Addendum (as it may be updated from time to time) ("**DPA**"), which is incorporated herein by reference, shall apply. In addition, Customer agrees that it shall not submit, and shall prohibit End-Users from submitting to the Services: (a) large or routine volumes of personal data or personal information, (b) any information that includes or constitutes sensitive personal data under any applicable privacy laws or other rules, (c) "protected health information," as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103) or (d) financial data, such as data subject to Payment Card Industry Data Security Standard (PCI DSS) requirements. If Customer wishes to process such data, then Customer must contact xAI and agree to xAI's separate Enterprise Customer Agreement (or other similar agreement) and a Business Associate Agreement, as applicable. Customer shall ensure that use of the Services and Customer and End-User User Content shall always comply with Customer privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal information.

11.2. **Security.** xAI shall use reasonable physical, technical, and administrative procedures designed to protect, safeguard and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of User Content, as described at https://x.ai/security and Appendix 2 of the DPA, and xAI will reasonably choose these safeguards in line with industry standards and based on the sensitivity of the information that is collected, processed, and stored and the current state of applicable technology.

12. PUBLICITY

Except as otherwise agreed in writing (email to suffice), neither party may use the other's name, logos, or marks without the other party's written pre-approval in each case.

13. CLASS ACTION/JURY TRIAL WAIVER

BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND XAI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

14. GENERAL TERMS

14.1. **Assignment**. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement or any of its right or obligations hereunder except upon the advance written consent of the other party, except that either party may assign this Agreement and all of its rights and obligations hereunder without such consent to an Affiliate or to a successor entity in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

14.2. **Force Majeure**. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, epidemic, pandemic, government act or failure, or failure or diminishment of power or telecommunications or data networks or services.

14.3. **Subcontractors**. xAI may use the services of subcontractors for performance of services under this Agreement, provided that xAI remains responsible for the acts and omissions of its subcontractors and such subcontractors' compliance with the terms of this Agreement, including any acts or omissions that, if taken (or not taken) by xAI, would constitute a breach of the Agreement.

14.4. **Independent Contractors**. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.5. **Severability**. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

14.6. **Governing Law; Jurisdiction and Venue**. This Agreement shall be governed by the laws of the State of Tennessee without regard to conflict of laws principles. The exclusive venue for any judicial action arising out of or relating to this Agreement will be the state and federal courts in Tarrant County, Texas, and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

14.7. **Limitations Period.** Any claims or causes of action between You and xAI must be filed within one (1) year after such claim or cause of action accrues. For purposes of this section, a claim or cause of action accrues when the event giving rise to the claim occurs, or when the claimant knew or should have known of the event, whichever is earlier. Any claim or cause of action not filed within this one-year period shall be forever barred, to the fullest extent permitted by Tennessee law. This limitation applies to all claims, including but not limited to claims for breach of contract, tort, warranty, or any other legal theory, unless a shorter period is mandated by applicable statute.

14.8. **Notice**. Any notice or communication required or permitted under this Agreement shall be in writing. xAI may provide Customer with notices at the email address associated with Customer's account or at the physical address (if any) provided. Notices may be provided to xAI at the following address: 1450 Page Mill Rd., Palo Alto, CA 94304. Physical notices shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail. Email notices shall be deemed to have been received on the date of receipt of the email. In addition, any legal notices to xAI must be delivered to the following email address: legal@x.ai but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received (as set forth in preceding sentence).

14.9. **Amendments; Waivers**. xAI may modify or update this Agreement from time to time in its sole discretion, including by posting the update on xAI's website. If xAI

determines in its sole discretion that changes to this Agreement materially impact Customer's rights and obligations, xAI will make commercially reasonable efforts to provide at least thirty (30) days' notice before the modifications go into effect, unless the update is necessary for xAI to comply with applicable law, in which case xAI will provide Customer with as much notice as is reasonably possible. Customer's continued use of the Services after any change to this Agreement constitutes Customer's acceptance of the updated Agreement. All other changes will be effective on the date xAI posts the updated Agreement. If Customer does not agree to any part of the modifications, Customer must not continue to access or use the Services. Except as provided above, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g. setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such order shall not apply (even if the order is accepted, or performed on by xAI).

14.10. **No Third-Party Rights**. There are no third-party beneficiaries to this Agreement.

14.11. **Export Compliance**. Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations, trade and economic sanctions, and the International Traffic in Arms Regulations. Neither party, nor any of its subsidiaries or any person acting on its behalf or owning 50% or more of its equity securities or other equivalent voting interests, is (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity, or (b) a national or resident of, or a segment of the government of, any country or territory for which the United States has embargoed goods or imposed trade sanctions.

14.12. **Entire Agreement**. This Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of this Agreement. Any pre-printed terms in a Customer purchase order or similar

document are null and void.

Web

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Company

Careers

Contact

News

Documentation

Privacy policy

Security

Safety

Legal

Status