

STANDARD HOSTING AGREEMENT

THIS STANDARD HOSTING AGREEMENT ("Agreement") shall be effective on the date ("Effective Date") when you ("Provider") commence the Services, as defined below, with Vast.ai Inc, a Delaware Corporation having an address at 6600 Sunset Blvd STE 256 Los Angeles, CA 90028 ("Vast.ai").

WITNESSETH:

WHEREAS, Provider is the owner of certain hardware; and

WHEREAS, Provider desires to provide the "Hardware" (as defined below) to Vast.ai and Vast.ai desires to utilize such Hardware in Vast.ai's business; and

WHEREAS, Vast.ai wishes to engage Provider to provide such services on a continuing basis; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS

The above recitals are incorporated herein by reference as if fully set forth herein.

HARDWARE AS A SERVICE

Subject to the terms and conditions set forth in this Agreement, Provider hereby agrees to provide Vast.ai the Hardware that is running the Vast.ai hosting software (the "Hardware", "Hardware" shall refer to the Hardware individually and collectively).

PERFORMANCE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Provider shall perform or arrange for the performance of services (the "Services", "Services" shall refer to Services individually and collectively). Provider is exclusively responsible for properly running, troubleshooting, and maintaining the Hardware to perform the Services. Vast.ai shall bear no responsibility for technical assistance to Provider for the Hardware or software required to get the Hardware to function properly in accordance with Vast.ai guidelines.

LICENSE AND RESPONSIBILITIES

- Grant.** Subject to the terms and conditions of this Agreement, Vast.ai grants Provider a non-exclusive, non-transferable license and/or sub-license to access and use Vast.ai's website, Vast.ai's hosting software, Vast.ai's online user interface and any other applicable software that would be required to perform the Services (the "Software", "Software" shall refer to Software and individually and collectively) during the Term and/or any Renewal Term or Extended Renewal Term, as applicable ("License"). Such License includes use of the Software by Provider and its employees, agents, and contractors, and the right to allow remote access and use of the Software by "Authorized Users" (as defined below). During the term of this Agreement, Vast.ai shall provide Provider and "Authorized User(s)" access to the Software via an online user interface in accordance with the terms of this Agreement. Vast.ai shall be responsible for authorizing and determining which individuals are able to access the Software user interface ("Authorized Users").
 - To the extent the Software contains third-party software under license to Vast.ai, including open source software (collectively, the "Third-Party Software"), the Third-Party Software is licensed to Vast.ai under and subject to the terms of the applicable Third-Party Software licenses. The use of the Third Party Software is subject to all of the restrictions with respect to the licensed software as set forth in this Agreement, including the Schedules hereto.
- Except as otherwise provided in this Agreement, Provider may not carry out any modifications, alternations, or adaptations on or to the Software. Provider may not directly or indirectly, grant sublicenses, leases, or other rights under the License to third parties. Provider shall not, directly or indirectly, modify, reverse engineer, reverse compile, or disassemble the Software. Provider shall not remove any copyright, trademark, or other proprietary notices of Vast.ai and/or any third party as they appear in the materials provided by Vast.ai hereunder. Provider shall not: (i) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious matter; (ii) send or store malicious code; (iii) interfere with or disrupt the integrity or performance of the Software, the user interface, or the data contained therein; or (iv) attempt to gain unauthorized access to the Software, user interface, or their related systems or networks.

1. This Agreement does not include, and Provider is not entitled to receive any Software source code or any proprietary programming documentation for the Software. Notwithstanding the foregoing, Provider shall use reasonable efforts to protect any Software source code or proprietary programming documentation to which Provider gains access.
1. Provider agrees to promptly suspend access to the Software for any person who: (i) ceases to qualify as an Authorized User; (ii) Provider no longer wishes to have access to the Software; or (iii) Provider knows or reasonably believes is causing Provider to breach this Agreement.
1. In connection with Provider's use of the Software, Provider shall: (i) comply with all applicable laws, court orders, rules and regulations, including without limitation, the Digital Millennium Copyright Act and related copyright laws; (ii) comply with applicable Vast.ai policies for access to and use of the Software; (iii) cooperate with Vast.ai's investigation of outages, security problems, unauthorized use of the Software and/or any suspected breach of this Agreement and any applicable law, court order, rule or regulation; (iv) comply with applicable license terms or terms of use for any Software, content, service or website which Provider or any of its Authorized Users accesses or uses when using the Software; (v) give Vast.ai true, accurate, current, and complete account information; (vi) keep Provider account information up to date; (vii) be responsible for the use of the Software and compliance with this Agreement by all Authorized Users; and (viii) promptly notify Vast.ai of any known or suspected unauthorized use of Provider's account, the Software or any other breach of security.
1. Vast.ai will defend Provider and its officers, directors, employees, successors, assigns, and agents ("Infringement Indemnified Parties") against any allegation or claim to the extent that the allegation or claim directly arises out of or relates to any infringement or misappropriation of any third party U.S. intellectual property or proprietary rights resulting from the Software, or other materials provided by or on behalf of Vast.ai to Provider (an "Infringement Claim"). Notwithstanding the foregoing, Vast.ai will have no obligation or liability for any infringement allegation or claims that are based on: (i) use of the Hardware, Software, Services, or any other material provided by or on behalf of Vast.ai in violation of the terms of this Agreement, provided that the allegation or claim would not have occurred absent such use; (ii) use of the Hardware, Software, Services, or any other material provided by or on behalf of Vast.ai in combination with other products, provided that the allegation or claim would not have occurred absent such combination; or (iii) any modification of the Hardware, Software, Services, or any other material provided by or on behalf of Vast.ai made by a party other than Vast.ai, provided that the allegation or claim would not have occurred absent such modification.

TERM & TERMINATION

1. This Agreement shall commence on the Effective Date. The term of the Agreement shall be for a period of one (1) week (the "Term"). The Term shall automatically renew for successive one (1) week periods (each a "Renewal Term"). Either party may terminate this Agreement effective the last day of the then-current Term, Renewal Term or Extended Renewal Term by providing prior written notice to the other party of its intent to terminate the Agreement; provided, however, that this Agreement shall automatically terminate on the date that Provider stops utilizing the Vast.ai Software, subject to the section below regarding survival of certain provisions of this Agreement.
1. Notwithstanding the foregoing, this Agreement may be terminated at any time by either party if the other party breaches any material provision of this Agreement. The party desiring to terminate shall give the breaching party written notice stating the nature and character of the breach and allow the breaching party thirty (30) calendar days from the date of the notice to correct the breach. If the breach has not been corrected within the thirty (30) day notice period, this Agreement shall then be automatically terminated.
2. Notwithstanding the expiration or other termination of this Agreement, Vast.ai shall not be released from any obligation that accrued prior to the date of such expiration or termination, including, but not limited to, the obligations of Vast.ai to pay Provider for any and all Hardware as a Service, Service Fees and Service Payments. Performance of any Services for Vast.ai or any other act after termination of this Agreement shall not be construed as a renewal of this Agreement for any further term nor a waiver of the termination hereof.
1. All provisions of this Agreement relating to intellectual property, confidentiality, ownership, indemnification, limitation of liability and any other subject that would, by its nature, be deemed to survive termination of this Agreement, will survive the termination of this Agreement.

(e) Notwithstanding the foregoing, the parties may terminate the Agreement at any time by mutual written consent by the parties.

USE OF HARDWARE

1. The Hardware shall at all times be located at the Provider and shall be used by Vast.ai in furtherance of Vast.ai's business. Any use of the Hardware must be: (a) consistent with the use and function of the Hardware according to the manufacture's design and instructions and consistent with the Vast.ai's standards; (b) consistent with the terms of this Agreement; and (c) in accordance with all applicable government laws, rules and regulations.
2. The Hardware specifications shall be verified by Vast.ai within two to three weeks of initial Provider onboarding. However, if such Hardware is not in demand, the verification may take longer.

3. HARDWARE AS A SERVICE PAYMENTS

1. In consideration for use and possession of the Hardware, Term and any Renewal Term hereof, Vast.ai agrees to pay Provider in installments based on a weekly billing period, the payments set forth payable within 14 days of a completed billing period, for the right to use the Hardware.
1. Vast.ai shall pay Provider for each installment of the Hardware as a Service and any other charges payable to Provider.
1. Vast.ai may withhold payments for: lost user data, excessive outages, extensive downtime or any other occurrences which result in harm to the Vast.ai brand. Vast.ai reserves the discretionary right to withhold payment for any breach or non-performance by Provider.
2. Vast.ai may charge and Provider will pay to Vast.ai an amount equal to any federal, national, state or local sale or use taxes or value added taxes that Provider is legally obligated to pay, but which have been improperly imposed on Vast.ai by applicable authorities ("Taxes"). Notwithstanding the foregoing, any and all Taxes payable in connection with Provider's activities under this Agreement shall be the sole responsibility of Provider.

OWNERSHIP OF HARDWARE

The Hardware shall, at all times, be the sole and exclusive property of Provider. Vast.ai shall have no rights or property interest therein, except for the right to use the Hardware in the normal operation of its business, during the term of this Agreement, consistent with the terms of this Agreement.

OPERATION AND MAINTENANCE

1. Defined Terms.

- 1. "Regular Business Hours" shall mean the hours between 12:00 A.M. and 12:00 A.M. local time, Monday through Sunday;
- 1. "Preventative Maintenance" or "PM" shall mean the performance of periodic inspections of the Hardware, Software, and other services necessary to maintain the Hardware and Software in good working order, including cleaning, adjustment, updating and troubleshooting;
 2. "Remedial Maintenance" or "RM" shall mean the repair, update or replacement (at Provider's option) of Hardware parts that fail.
- 1. Authorized Users shall use the Hardware and Software in a careful and proper manner, in accordance with all applicable manufacturer, developers and/or vendor specifications, solely in the conduct of its business, and will comply with and conform to all federal, state or local laws, ordinances and regulations relating to the use of the Hardware and Software.
- 1. Provider shall provide Preventative Maintenance and Remedial Maintenance for the Hardware and Software during Regular Business Hours, as applicable, and shall furnish any and all parts or updates required to keep the Hardware and Software in good mechanical, operational and/or working order.
- 2. Provider shall provide Preventative Maintenance and Remedial Maintenance when the Authorized User is not actively using the hardware, in accordance with the Vast.ai guidelines. All provider downtime may be recorded and displayed for Authorized Users to access the reliability of the hardware.
- 1. **Uptime.** Provider shall use commercially best efforts to ensure that the Hardware will be available 24 hours per day, 7 days per week, excluding any scheduled downtime for PM and RM. Daily system logs will be used to track scheduled downtime, and any other outages and this data shall be reflected on Provider's hardware description on Vast.ai's marketplace website. Vast.ai reserves the right to display the Provider's hardware description and custom metrics at its own discretion. Vast.ai shall use good faith efforts to ensure the accuracy of the uptime and other metrics, but it shall not be responsible for any inaccurate data. If Provider feels its Uptime metrics are inaccurate, it will contact Vast.ai immediately.
- 2. **Access.** Provider agrees to give Vast.ai reasonable access to the Hardware and Software during Regular Business Hours to provide all Services provided hereunder. Provider further agrees to provide Vast.ai access to additional information, facilities and resources as may necessary for Vast.ai to provide the Services contemplated.
- 3. **Downloading, Storing, or Printing.** Downloading, storing, reviewing, printing, or saving of the Authorized User's data is strictly prohibited.
- 4. **Data Breach Liability.** If Provider is subject to any claims relating to any data breaches or security incidents, Provider shall indemnify and hold harmless Vast.ai and defend against any such claims, including reimbursement of any costs incurred by

Vast.ai relating to those claims. This obligation is in addition to any of Provider's other indemnification obligations in this Agreement.

REPRESENTATIONS AND WARRANTIES

1. Vast.ai represents and warrants that (i) it has the right and authority to enter into and perform this Agreement, including, without limitation to grant the rights and licenses provided for in this Agreement; (ii) neither the execution and delivery of this Agreement nor the performance of any of its obligations hereunder will violate its organizational documents; (iii) it shall comply in all material respects with all applicable federal, state, and local statutes, regulations and ordinances in the performance of its obligations hereunder; and (iv) that it owns all right, title and interest in and to or has all necessary license rights to all "Vast.ai Content" (as defined below) provided to Provider. In the event that Vast.ai requests Provider to provide any Services with respect to any third party applications and software (including all applications, software installed, implemented and configured by Provider on Vast.ai's behalf), Vast.ai represents and warrants to Provider that (i) it has the right to grant access to Provider to perform and deliver such Services or has otherwise obtained all necessary consents, and (ii) it is in compliance with all relevant applications or software licensing requirements.
1. Provider represents and warrants that: (i) it is the sole owner of the Hardware and Provider has the unrestricted right to lease the Hardware to Vast.ai as provided herein; (ii) as of the Effective Date, all licenses, permits, approvals and consents, if any, required from any governmental authority or third party for Provider to perform the Services to Vast.ai for the purposes contemplated by this Agreement have been obtained by Provider; (iii) neither the execution and delivery of this Agreement nor the performance of any of Provider's obligations hereunder will violate its organizational documents; (iv) it shall comply in all material respects with all applicable federal, state, and local statutes, regulations and ordinances in the performance of its obligations hereunder.
2. **DISCLAIMER.**

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN SECTION 10(a) OF THIS AGREEMENT, VAST.AI MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, SERVICES, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES WITH RESPECT TO TITLE OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES AND SOFTWARE.

INDEMNIFICATION

Except as otherwise specifically set forth in this Agreement, Provider to the fullest extent permitted by law, shall release, indemnify and hold harmless Vast.ai and Vast.ai's affiliates, parents, and subsidiaries and their respective employees, officers, directors, agents and contractors from and against all liabilities, obligations, losses, damages, claims (whether of Provider or third parties) and all corresponding costs and expenses (including legal fees and expenses) in any way relating to or arising of this Agreement and/or the performance or non-performance of obligations hereunder, including without limitation liabilities or claims pertaining to Provider's possession, use, operation, storage, transportation, maintenance, repair, replacement and/or return of the Hardware. Provider shall give Vast.ai prompt notice of any occurrence, event or condition in connection with which Vast.ai may be entitled to release and/or indemnification hereunder. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

1. LIMITATION OF LIABILITY

IN NO EVENT SHALL VAST.AI BE LIABLE TO PROVIDER FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED ON THE INACCURACY OF ANY PROVIDER'S INFORMATION PROVIDED ON VAST.AI'S MARKETPLACE WEBSITE.

IN NO EVENT SHALL VAST.AI BE LIABLE TO PROVIDER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND ARISING OUT OF, RELATED TO, RESULTING FROM, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR GOOD WILL, EVEN IF PROVIDER HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

FURTHER, IN NO EVENT SHALL VAST.AI'S AGGREGATE LIABILITY TO PROVIDER FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENT, LIABILITIES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT, AND REGARDLESS OF THE FORM OF THE

**ACTION OR LEGAL THEORY, EXCEED THE HARDWARE AS A SERVICE,
SERVICE FEES AND SERVICE PAYMENTS PAID BY VAST.AI TO PROVIDER IN
THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT
GIVING RISE TO THE CLAIM.**

THE PARTIES AGREE THAT THIS IS A MATERIAL PART OF THIS AGREEMENT AND HAS BEEN BARGAINED FOR.

ASSIGNMENT

Vast.ai may assign, transfer or convey (by operation of law or otherwise) this Agreement or any interest herein, in whole or in part, without the prior written consent of Provider. Notwithstanding anything to the contrary in this paragraph 14, without the consent of Provider, Vast.ai may assign this Agreement in connection with a merger, consolidation, reorganization, sale of all or substantially all of its assets, or any similar transaction.

NON-DISCLOSURE; NON-SOLICITATION, NON-CIRCUMVENTION

- 1. Non-disclosure.** Provider agrees that the performance of this Agreement will result in the disclosure to Provider of information not generally known by third parties and treated as proprietary ("Confidential Information"). Provider shall not, without the written consent of the Vast.ai, divulge, communicate, or use in any way (except as permitted by this Agreement) the Confidential Information of Vast.ai, and Provider shall utilize the same degree of care and precaution as Provider utilizes with respect to its own proprietary information to prevent the unauthorized disclosure of Vast.ai's Confidential Information. All Software, service manuals, designs, findings, products, inventions, displays, sets, sketches, plans, artist renderings, copies, reproductions, operations, purposes, discoveries, equipment, hardware, samples, improvements, specifications, processes, marketing or promotional materials, know how, tests and other data, services, selling agreements, suppliers, descriptions, formulas, budgets, projects, reports, research and development, studies, contracts, source code, business policies and practices, contractors, consultants, techniques, technical bulletins, price lists, system schematics and drawings used in the performance of this Agreement are the Confidential Information and property of Vast.ai and its licensors. The term "Confidential Information" shall not include, and the obligations of this Section shall not apply to, any information which: (a) at the time of disclosure to Provider, is in the public knowledge; (b) after disclosure, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement or by fault of the Provider; (c) was lawfully in the Provider's possession (as reflected by its written records) at the time of disclosure by Vast.ai, and which was not acquired, directly or indirectly, from Vast.ai; (d) the Provider can demonstrate by written documents resulted from its own research and development, independent of disclosure from Vast.ai; or (e) was received by the Provider from third parties not under an obligation not to disclose such information. The provisions of this Section shall survive the expiration or termination of this Agreement for any reason. Upon termination or expiration of this Agreement, Provider agrees to promptly return to Vast.ai, or if not returnable, to promptly destroy, all records, documents, memoranda, and other materials and all copies (including, without limitation, all electronic copies) of the same, of whatever kind or nature, relating to Confidential Information. In the event Provider is requested or required as a result of a judicial or regulatory proceedings to disclose any Confidential Information, Provider agrees to provide Vast.ai with immediate written notice thereof so that it may seek a protective order and the Provider agrees to cooperate to obtain such a protective order or other remedy. If failing the entry of a protective order or other appropriate remedy or receipt of a waiver hereunder, disclosure of any Confidential Information is required, Provider may disclose that portion of the Confidential Information which its counsel advises it is legally compelled to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be afforded any Confidential Information so furnished.
- 1. Covenant of Non-Solicitation/Hire.** During the Term or any Renewal Term or Extended Renewal Term of this Agreement and for a period of one year after the termination or expiration of this Agreement, Provider will not directly or indirectly, on behalf of itself, or on behalf of any person, firm, partnership, corporation, association or entity, hire or solicit or induce any employee, consultant or representative of Vast.ai to discontinue its relationship with Provider or to establish a relationship with Provider or any other party. Violation of this provision shall constitute an event of default and Vast.ai shall have the right to any or all of the following: (i) equitable relief (including without limitation injunctive relief) without having to prove damages or post a security bond; (ii) termination of this Agreement; and/or (iii) pursue all other damages and remedies available under applicable law.
- 2. Covenant of Non-Circumvention.** During the Term or any Renewal Term or Extended Renewal Term of this Agreement and for a period of one year after the termination or expiration of this Agreement, Provider will not directly or indirectly, on behalf of itself, or on behalf of any person, firm, partnership, corporation, association or entity, hire or solicit or induce any customer, client or potential client of Vast.ai to discontinue its relationship with Vast.ai or to establish a relationship with Provider or any other party. Violation of this provision shall constitute an event of default, and Vast.ai shall have the right to any or all of the following: (i) equitable relief (including without limitation injunctive relief) without having to prove damages or post a security bond; (ii) termination of this Agreement; and/or (iii) pursue all other damages and remedies available under applicable law.
- 3. Liquidated Damages.** Provider acknowledges and agrees that a failure by Provider to comply with the terms of this Section 15(c) would lead to substantial damages to Vast.ai that would be difficult and uncertain to calculate accurately. PROVIDER AGREES THAT ANY BREACH OF THIS SECTION SHALL REQUIRE PROVIDER TO PAY FIVE THOUSAND DOLLARS (\$5,000.00) AS

LIQUIDATED DAMAGES FOR EACH VIOLATION OF THIS SECTION 15(c). Liquidated damages are not intended to be a penalty but solely to compensate for damages.

INTELLECTUAL PROPERTY AND DATA SECURITY

1. **Software.** As between Provider and Vast.ai, Vast.ai and/or its licensors shall continue to be the exclusive owner of the Software and/or Third-Party License (as defined below) and of its components, elements and features, including but not limited to Software source code, including all improvement and developments therefrom (collectively, the "Vast.ai Property"), and Provider shall only be granted the access and use rights provided under this Agreement. Provider shall acquire no property right in the Vast.ai Property by reason of its use thereof.
1. **Reports.** Provider hereby grants Vast.ai a limited, non-exclusive and non-transferable right to create and display printouts of reports retrieved from the Software, and to reproduce, copy, analyze, use and display such reports during the Term, any Renewal Term and/or Extended Renewal Term, as applicable.
1. **Provider Content.** "Provider Content" means any editorial, video, report, analytic or other content or data uploaded in the Software by the Hardware and/or by or on behalf of Provider and Authorized Users. Vast.ai is hereby granted, during the term of this Agreement and thereafter, a continuing nonexclusive right and license to create, host, reproduce, copy, display, analyze and distribute the Provider Content on the Software as necessary for Vast.ai to: (1) provide the Services to Provider and Authorized Users; (2) enhance, supplement, alter or modify available services to or for Provider or others; and/or (3) develop new services for Provider or third parties. Provider represents that it holds or will hold the necessary rights and licenses in and to the Provider Content in order to grant this license to Vast.ai.
1. **Provider Content Following Termination.** Following the termination of this Agreement, Vast.ai shall have no obligation to maintain or provide any then available Provider Content and shall, unless legally prohibited, have the right to delete all Provider Content in its systems or otherwise in its possession or under its control.
1. **Access to Software.** Other than the Hardware and Software, Provider is responsible for obtaining and maintaining all hardware, software, telecommunications Hardware and services necessary to access and use the Hardware and Software (collectively, "Provider Technology"). All such Provider Technology shall comply with the Vast.ai's interface specifications provided to Provider, and as updated by Vast.ai from time to time upon no less than thirty (30) days' notice to Provider. Vast.ai is not responsible for the performance, accuracy, compatibility, adequacy or provision of Provider Technology. Provider acknowledges and agrees that:
 - 1. Provider has independently assessed and determined its own telecommunications hardware and bandwidth capacity requirements in connection with its intended use of the Hardware and Software and its own internal business requirements relating to the same;
 - 1. Provider has not relied upon any advice, direction and/or instruction from Vast.ai in relation to the selection, installation, use and/or implementation of any Provider Technology;
 - 1. Vast.ai makes no warranty that all or any part of such Provider Technology is or may be suitable for Vast.ai's intended or desired purposes; and
 - 1. In no event shall Vast.ai be liable to Provider for any direct or indirect loss, damage, cost, expense, claim or liability arising out of or related to any partial or total failure of such Provider Technology.
1. **Data Security.** Provider shall use reasonable measures to safeguard the security of Vast.ai Content. Further, except with respect to Vast.ai's express obligations set forth in this Agreement, Provider is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Vast.ai Content by unauthorized persons.
2. Provider shall implement reasonable physical and environmental security around the Hardware to restrict unauthorized persons' physical access to the machine.
3. Provider shall maintain data security standards, including but not limited to, data classifications, use of encryption, key and certificate lifecycle management, permitted cryptographic algorithm standards and associated key strength parameters, message authentication integrity controls, use of secure hash functions, use of digital signatures, secure and trusted random number generation. The standard and associated processes and standards should be reviewed for alignment with the appropriate industry standards and best practices on a regular basis.
4. Provider and its subcontractors shall provide the right of audit to its facilities to Vast.ai, any of its officers, or any other authorized agent, at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

INDEPENDENT CONTRACTORS

Vast.ai and Provider are acting hereunder as independent contractors. Neither party shall be considered or deemed to be an agent, employee, joint venturer or partner of the other party. A party's personnel shall not be considered employees of the other party, shall not be entitled to any benefits that the other party grants its employees, and shall have no authority to act or purport to act on the other party's behalf. Each party shall be responsible for the conduct of its personnel. Neither Vast.ai nor Provider has the right, and shall not seek, to exercise any control over the other party or its personnel. Each party shall be solely responsible for hiring, firing, promoting, demoting, rates of pay, taxes, benefits and other terms and conditions in regard to its own personnel.

USE OF SUBCONTRACTORS

The use of subcontractors is permissible under this Agreement provided that: the subcontractor must agree to the same terms and conditions in this Agreement as the Provider, and the Provider remains responsible for the performance of the Agreement terms and conditions. In the event of dissatisfactory performance of the subcontractor, the Provider is ultimately responsible.

If any work under this Agreement is subcontracted in any way, Provider shall execute written agreements with its subcontractors containing the indemnification provisions and limitation of liability provisions set forth in Sections 12 and 13. Provider shall be responsible for executing any agreements with its subcontractors.

NONEXCLUSIVE

Vast.ai and Provider both acknowledge and agree that the rights granted to the other party in this Agreement are nonexclusive and that, without limiting the generality of the foregoing, nothing in this Agreement shall in any way be deemed or construed to prohibit Provider from participating in similar business arrangements as those described herein.

SALES AND MARKETING SUPPORT

Provider grants to Vast.ai the right to display Provider's information as part of Vast.ai's listings, references and on marketing material.

FURTHER ASSURANCES

Each party agrees that it shall, from and after the Effective Date, execute and deliver such other documents and take such other action as may reasonably be requested to effect the transaction contemplated hereunder.

NOTICES

All notices or other documents under this Agreement shall be in writing, and delivered personally or mailed by certified mail, return receipt requested, addressed to the addresses first written above, or to such other address as the parties may, from time to time provide by notice to the other.

FORCE MAJEURE

Neither party shall incur any liability of any kind for reason of any delay or failure to perform all or any part of this Agreement due to causes beyond its reasonable control, including, but not limited to, compliance with regulations, orders or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omission of either party or either party's employees or agents which are not contemplated in its performance of this Agreement, acts of civil or military authority, civil disorder or disturbance, acts of public enemies, problems arising in transportation (including car or truck shortages), civil insurrection strikes, labor disputes, embargoes, war, riot, or failure of suppliers to make timely deliveries of materials or services.

ENTIRE AGREEMENT

This Agreement (including all schedules hereto) constitutes the entire agreement between the parties concerning the subject matter hereof; this Agreement supersedes any and all other agreements, including Vast.ai's Terms of Use, negotiations, or discussions between the parties with respect to the subject matter hereof. No change or modification, including waiver of any provision hereof, shall be valid unless the same be in writing and signed by the parties.

SEVERABILITY

If any provision contained in this Agreement shall be inoperative for any reason whatsoever, the validity and effect of all other provisions shall not be affected thereby.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflict, and the venue of any action pertaining to the subject matter hereof shall be only Los Angeles County, California.

1. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

HEADINGS

The headings in this Agreement are inserted for convenience only, and are not to be considered in the construction of the provisions hereof.

COUNTERPARTS; FACSIMILE

This Agreement may be executed in separate counterparts and by facsimile, PDF, or other form of electronic means, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement. Signatures by facsimile, PDF, or other form of electronic means shall be as effective and binding as original ink signatures.

PLEASE VIEW, PRINT OR SAVE THIS DOCUMENT AND OTHERS LINKED BELOW.

BY CLICKING AGREE AND CONTINUE, I HEREBY AGREE THAT:

I HAVE READ AND EXPRESSLY CONSENT TO THIS HARDWARE AND SERVICES PROVIDER AGREEMENT, ITS POLICIES, AND VAST.AI'S PRIVACY POLICY.

THIS AGREEMENT HAS BEEN DULY AUTHORIZED BY THE PROVIDER AND IS THE LEGAL, VALID, AND BINDING OBLIGATION OF THE PROVIDER, ENFORCEABLE IN ACCORDANCE WITH ITS TERMS.

THE SIGNATORY FOR THE PROVIDER REPRESENTS THAT HE OR SHE HAS BEEN DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PROVIDER.