



# Lambda Terms of Sale

The Commercial Terms of Sale apply to all purchasers of Lambda hardware, software, and services. This includes those purchasing through a reseller. By placing your order, you accept and are bound to the Commercial Terms of Sale below:

## 1. Introduction

These Terms of Sale (the “**Agreement**”), made between you (“**you**” or “**Customer**”) and Lambda, govern the purchase and use of Products and Services from Lambda. “**Lambda**” means Lambda Labs, Inc. This Agreement becomes effective on the earliest of (i) the issuance of your purchase order to Lambda, (ii) your acceptance of these terms. This Agreement applies to your possession and use of Products and Services from Lambda.

**A. Definitions.** “**Hardware**” means computer hardware, related devices and other accessories including all embedded components (excluding Software). “**Software**” means any software, library, utility, tool, or other computer or program code, in object (binary) form or in source form, and “**Documentation**” means the related media, printed materials, online and electronic documentation, including copies. “**Products**” means Hardware, Software, or both. “**Services**” means services and Deliverables provided by Lambda. “**Deliverables**” means the tangible materials, including reports, studies, drawings, software, manuals or written procedures and recommendations that Lambda delivers to you under a Statement of Work or during the course of a customer support ticket. “**Third-Party Products**” means products, software, or services that are not manufactured or performed by Lambda.

## 2. Term and Auto-Renewal

This Agreement will continue until all Services, Product warranties, or licenses have expired or been terminated with the exception of Section 8 (Indemnification), Section 11 (Limitation of Liability), and Section 12 (Additional Terms), which will continue until the Products have been retired from use.

## 3. Quotes, Ordering, and Payment

**A. Quotes and Orders.** “**Order**” means your order of Products or Services, either through [Lambdal.com](https://lambdal.com), another online process, by calling and placing an order, by submitting a purchase order that references a Lambda quote, or by executing a Lambda order form. Orders are subject to acceptance by Lambda. Order acceptance is an independent process and does not depend on previous acceptances. Quoted prices are effective until the latter of (i) expiration date of the quote or (ii) 30 calendar days after the issuance date of the quote, but may change due to shortages in materials or resources, increase in the cost of manufacturing, or other factors. Lambda is not responsible for pricing, typographical, or other errors in any offer, and may cancel orders affected by such errors.





**B. Changed or Discontinued Products or Services.** Lambda may revise or discontinue Products and Services at any time, including after Customer places an Order, but prior to Lambda's shipment or performance. As a result, Products and Services Customer receives might differ from those ordered. However, Lambda-branded Products will materially meet or exceed all published specifications for the Products. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

**C. Shipping Charges; Title; Risk of Loss.** Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Free shipping offers, if applicable, only apply to purchases being delivered to within the continental United States. Title to Hardware passes from Lambda to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. You must notify Lambda within 21 days of your invoice date if you believe any part of your Order is missing, wrong, or damaged.

**D. Payment.** Invoices are due and payable within the time period stated on your invoice, or if not stated, within 30 days from the invoice date. Payment must be made in the method and currency identified by Lambda or in United States Dollars (USD) if not specified elsewhere. Credit approval may be revoked at any time. Lambda may invoice parts of an Order separately or together in one invoice. All invoices shall be deemed accurate unless Customer advises Lambda in writing of a material error within 10 days following receipt. If Customer advises Lambda of a material error, (i) any amounts corrected by Lambda in writing shall be paid within 14 days of correction and (ii) all other amounts shall be paid by Customer by the due date. If Customer withholds payment upon an assertion that an invoiced amount is erroneous, and Lambda concludes that such amount is accurate, Customer shall pay interest as described below from the due date for such amounts until Lambda's receipt of those amounts. Customer may not offset, defer or deduct any invoiced amounts that Lambda determines are not erroneous following the notification process set forth above. Any assignment of your payment obligations to a third-party financing company must be approved in advance in writing by Lambda, and you will not be excused from your obligations under this Agreement. Lambda may charge a late penalty of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days based on your current outstanding balance. Lambda, without waiving any other rights or remedies and without liability to Customer, may suspend or terminate any or all Services and refuse additional orders for Products until all overdue amounts are paid in full. Lambda shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts.

**E. Taxes.** You are responsible for sales tax and any other taxes or governmental fees associated with your Order. If you qualify for a tax exemption, you must provide Lambda with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax.





Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes). Lambda's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Lambda net of the required withholding or deduction. Customer will supply to Lambda satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted.

**F. Hardware Returns and Exchanges.** Lambda values our relationship with you. We offer a 30 day return policy for hardware purchased at retail pricing as listed on Lambdal.com, less shipping and handling. We do not offer returns for custom orders quoted by one of our sales representatives, orders with custom components, or otherwise quoted at a price that is discounted from retail pricing. Before returning or exchanging Hardware, you must contact Lambda to obtain an authorization number for your return (RMA number). You must return Hardware in its original or equivalent packaging, and you are responsible for risk of loss and shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If you fail to follow the return or exchange instructions, Lambda will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with your purchase. Title to returned or exchanged Hardware shall pass to Lambda upon receipt at the specified Lambda facility.

#### 4. Services and Software

**A. Service Agreements.** Lambda may provide Services, Service-related Software, or Deliverables to you in accordance with one or more "Service Agreements." "**Service Agreements**" are service contracts, including "**Service Descriptions**" available upon purchasing services from us. Each Service Agreement will be interpreted separately from any other Service Agreement.

#### **B. Hardware Services.**

**i. Exclusions.** "**Hardware Services**" are Services necessary to repair a defect in materials or workmanship of Hardware. Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Lambda or Lambda's representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Lambda; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.

**ii. Customer Authorization for Provision of Services.** Some warranties or service contracts for Third-Party Products may become void if Lambda provides services for such products. Lambda SHALL NOT BE RESPONSIBLE FOR ANY EFFECT THAT THE HARDWARE SERVICES MAY HAVE ON THOSE WARRANTIES OR SERVICE CONTRACTS. You authorize Lambda to use or otherwise access any and





all Third-Party Products you provide to us as may be necessary to perform the Services or as requested by you, including but not limited to copying, storing, and reinstalling a backup system or data.

**C. Software.** The Software is subject to, and you are bound by, the applicable Software Agreement. “**Software Agreement**” means the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software.

**D. Customer & System Data.** In connection with Lambda’s performance or your use of the Services and Service-related Software, Lambda may obtain, receive, and/or collect data or information, including system-specific data (collectively, the “**Data**”). You grant Lambda (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to provide the Services or Service-related Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Lambda’s marketing and sales activities; and (iii) the right to copy and maintain the Data on Lambda’s or its suppliers’ servers as necessary to provide the Services. You represent and warrant that you have obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which you are located.

## **5. Proprietary Rights**

The Products and Software are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products and Deliverables, and the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Lambda or its suppliers or licensors. Subject to Lambda’s receipt of payment in full for the applicable Services, Lambda grants you a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which you do business; (ii) for your internal use; and (iii) as necessary for you to enjoy the benefit of the Services as stated in the applicable Service Agreements.

## **6 . Limited Warranty**

**A.** THE LIMITED WARRANTIES FOR Lambda-BRANDED OR Lambda-LICENSED HARDWARE SHALL BE AS STATED IN THE DOCUMENTATION PROVIDED WITH THE HARDWARE. IF THERE IS NO SUCH DOCUMENTATION, THEN THE WARRANTIES SHALL BE AS STATED AT [HTTPS://LAMBDA.L.COM/WARRANTY](https://LAMBDA.L.COM/WARRANTY) (“**EXPRESS WARRANTIES**”). THE LIMITED WARRANTIES FOR SOFTWARE SHALL BE AS STATED IN THE APPLICABLE SOFTWARE AGREEMENT. THE SERVICES WILL BE PROVIDED IN A GOOD AND WORKMANLIKE MANNER. CUSTOMER’S EXCLUSIVE REMEDY AND Lambda’S SOLE OBLIGATION FOR ANY BREACH OF ANY SERVICES WARRANTY SHALL BE FOR Lambda TO RE-PERFORM THE NON-CONFORMING SERVICES.



**B.** THE ABOVE WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY Lambda (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR SERVICES. ANY WARRANTY FOR A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY Lambda “AS IS.”

**C.** EXCEPT AS EXPRESSLY STATED ABOVE OR IN THE EXPRESS WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Lambda (INCLUDING CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (ii) FOR ANY THIRD-PARTY PRODUCTS; (iii) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (iv) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. The Lambda-branded Products and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Products or Services could lead directly to death, personal injury, or severe physical or property damage (collectively, “**High-Risk Activities**”). Lambda expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

## **7. Confidentiality**

“**Confidential Information**” means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party’s personnel, professional advisors, agents, and subcontractors (“**Representatives**”), on a “need-to-know” basis in connection with this Agreement. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party’s Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party’s intellectual property shall never expire.

## **8. Indemnification**

**A.** If you purchased Products or Services directly from Lambda, Lambda shall defend and indemnify you against any third-party claim that Lambda-branded Products or Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's United States ("U.S.") patent, copyright, trade secret, or other intellectual property rights ("**Claim(s)**"). In addition, if Lambda receives prompt notice of a Claim that Lambda believes is likely to result in an adverse ruling, then Lambda shall at its option, (i) obtain a right for you to continue using such Products or Deliverables or for Lambda to continue performing the Services; (ii) modify such Products or Services to make them non-infringing; (iii) replace such Products or Services with a non-infringing equivalent; or (iv) if you purchased directly from Lambda, refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Deliverables. Lambda shall have no obligation for any claim arising from (a) modifications of the Products and Services that were not performed by or on behalf of Lambda; (b) misuse, or the combination or use with Third-Party Products (the combination of which causes the claimed infringement); or (c) Lambda's compliance with your written specifications, including the incorporation of any software or other materials or processes you provide or request. Lambda's duty to indemnify and defend the Claim is contingent upon: (x) your prompt written notice of the Claim; (y) Lambda's right to solely control the defense and resolution of the Claim; and (z) your cooperation in defending and resolving the Claim. These are your exclusive remedies for any third-party intellectual property claim, and nothing in this Agreement or elsewhere will obligate Lambda to provide any greater indemnity.

**B.** You shall defend and indemnify Lambda against any third-party claim resulting or arising from: (i) your failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by you, or associated with software or components requested by you to be used with, or installed or integrated as part of the Products or Services; (ii) your violation of Lambda's intellectual property rights; (iii) any inaccurate representation regarding the existence of an export license or any allegation made against Lambda due to your alleged violation of applicable export laws; or (iv) your transferring or providing access to Excluded Data (as defined below) to Lambda.

**C.** Each party shall defend and indemnify the other against any third-party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in connection with this Agreement.

## **9. Compliance with Laws**

**A.** In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the U.S.; and the country in which the Products or Services are delivered or performed. Customer is subject to and solely responsible for compliance with the export control and economic sanctions laws of

the United States and other applicable jurisdictions, as well as comply with Lambda's trade compliance policies. Customer's purchase may not be used, sold, leased, exported, re-exported, or transferred except with prior written authorization by Lambda's trade compliance and/or legal teams and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.

**B.** Customer certifies that all items (including hardware, software, technology and other materials) it provides to Lambda for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Lambda is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Lambda shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements.

**C.** Lambda's privacy policies explain how Lambda treats your personal information and protects your privacy and can be found at <https://lambdal.com/legal>.

## **10. Termination or Suspension**

**A. Suspension or Modification of Services.** Lambda may suspend, terminate, withdraw, or discontinue all or part of the Services when Lambda believes, in its sole judgment, that you are involved in any fraudulent or illegal activities.

**B. Termination.** Either party may terminate a Service Agreement or Software Agreement if the other party commits a material breach and the breach is not cured within 90 days of receipt of written notice. Termination of any Service Agreement will not terminate other Service Agreements, and termination of all Service Agreements will not terminate this Agreement. Lambda may terminate this Agreement and all Service Agreements and Software Agreements immediately, if (i) you fail to make any payment when due; (ii) you declare bankruptcy or are adjudicated bankrupt; (iii) a receiver or trustee is appointed for you or substantially all of your assets; or (iv) you purchased through a reseller and, as applicable, the agreement between you and such reseller expires or is terminated, the agreement between Lambda and such reseller expires or is terminated, or your reseller is delinquent on its payment obligations to Lambda. Further, Lambda may terminate a Service Agreement immediately if you are acquired by or merge with a competitor of Lambda. Upon termination of this Agreement, all rights and obligations under

this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

## **11. Limitation of Liability**

**A.** Lambda WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES. EXCEPT FOR YOUR BREACH OF SECTIONS 3(D) OR 7, OR YOUR VIOLATION OF LAMBDA'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (i) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; (iv) BUSINESS INTERRUPTION OR DOWNTIME; (v) THE PRODUCTS, DELIVERABLES OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE; OR (vi) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.

**B.** LAMBDA'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING PRODUCTS AND SERVICES) IN ANY 12 MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY LAMBDA DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S).

**C.** THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR Lambda'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

## **12. Additional Terms**

**A. Independent Subcontractor Relationship; Assignment; Subcontracting.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation on behalf of the other party except as specified in this Agreement. Neither party's employees, agents, nor consultants shall be considered under any circumstances to be employees of the other party. Lambda has the right to assign, subcontract, or delegate in whole or in part this Agreement, or any of its rights, duties, obligations or liabilities provided that if it subcontracts its duties in providing Services, Lambda shall remain responsible for the performance of such Services under this Agreement. You may not assign this Agreement without Lambda's permission.

**B. Excused Performance.** A party shall not be liable to the other for any delay in performing its obligations if the delay is caused by circumstances beyond its reasonable control, provided that the



other party is promptly notified in writing. If the circumstance lasts longer than 30 days, then the other party may terminate, in whole or in part, this Agreement or the affected Service Agreement or Software Agreement by giving written notice to the delayed party. This Section shall not relieve either party of its obligations under this Agreement (including payment), but rather will only excuse a delay in performance.

**C. Excluded Data.** Customer acknowledges that Products and Services provided under this Agreement are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "**Excluded Data**"). You are solely responsible for reviewing data that will be provided to or accessed by Lambda to ensure that it does not contain Excluded Data.

**D. U.S. Government Restricted Rights.** The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Lambda-branded Software and Lambda-branded Products is Lambda Labs, Inc., 2565 3rd Street Suite 244, San Francisco, CA 94107.

**E. Governing Law.** This Agreement and any related Service Agreement(s), and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND Lambda, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "**Dispute**") will be governed by the laws of the State of California, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**F. Venue.** The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Santa Clara County, California. The parties agree to submit to the personal jurisdiction of such courts.

**G. Bench Trial.** The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

**H. No Class Actions.** NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.





**I. Limitation Period.** NEITHER PARTY Shall be liable for any claim brought more than 2 years after the cause of action for such claim first arose.

**J. Dispute Resolution.** Customer and Lambda will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

**K. Customer Reference.** You agree that Lambda may identify you as a recipient of Lambda products and services and use your logo in marketing materials, sales collateral, presentations, and press releases. You also agree that Lambda may identify you as a recipient of our products and services and use your logo in customer profiles on [lambdalabs.com](http://lambdalabs.com).

**L. Notices.** Notice to Lambda under this Agreement or any related Service Agreement must be in writing and sent by electronic mail to the address below, and will be effective upon receipt.

Lambda Labs, Inc.  
[legal@lambdal.com](mailto:legal@lambdal.com)

**M. Entire Agreement; Severability.** This Agreement is the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous communications or agreements that may exist. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Agreement. If you purchased directly from Lambda, any preprinted terms on your purchase order shall be of no force or effect. Modifications to this Agreement will be made only through a written amendment signed by both parties. If any provision of this Agreement is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

Document: Lambda Terms of Sale (Global)

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