

SERVICE LEVEL AGREEMENT

The following Service Level Agreement, which is incorporated into and forms part of the agreement between Company and Supplier (the “**Agreement**”) and applies to all Services set forth in any Accepted Contract. Capitalized terms used but not defined in this Service Level Agreement will have the meanings provided in the Agreement.

1. **Uptime Commitment.** Supplier will provide the Services with 100% Availability, as measured by the Company.
2. **Downtime.** In the event that the Services set forth in any Accepted Contract are experiencing Downtime for any reason, including Maintenance, Supplier: (a) may, if permitted using the functionality of the Marketplace, buy back the Services experiencing Downtime from the Marketplace, and (b) shall not use or resell any Services experiencing Downtime during the term of the Accepted Contract, including, but not limited to, via the Marketplace, unless Supplier has purchased such Services pursuant to subsection (a) above.
3. **Unexcused Downtime.** For any Unexcused Downtime during any calendar month during the term of each Accepted Contract, Supplier shall cause Company to receive a Refund calculated in accordance with this Service Level Agreement, which Refund shall be provided net of any Supplier Fees, as set forth in Section 4 (Monthly Remittance) below.
4. **Monthly Remittance.** On or before fifteen (15) days after the last business day of each calendar month during the term of each Accepted Contract, (a) if the Supplier Fees exceeded the Refund, Company shall arrange for Supplier to receive the Monthly Remittance for the previous calendar month in accordance with the Funds Flow and Payment Process, and (b) if the Refund exceeded the Supplier Fees, Supplier shall provide to Company the Monthly Remittance for the previous calendar month (including permitting Company to withdraw Supplier’s funds from the Sub-Account as forth in the Funds Flow and Payment Process) such that Company receives the Refund.
5. **Excused Downtime.** Downtime caused by Maintenance will not count towards Unexcused Downtime. For any Downtime caused by Maintenance, (a) Services subject to any Accepted Contract will be suspended during the applicable Downtime Period until such time as the Maintenance is completed, and (b) the term of each such Accepted Contract shall be extended by a period of time equal to the Downtime Period.
6. **Support Services**
 - 6.1. **Company First Tier Support.** The Company will provide a first level of support to Customers for purposes of triaging any issues to determine whether Company or Supplier is the responsible party in connection with such aspect of Customer’s use of the Services (“**Company First Tier Support**”). In the event Company determines that it is necessary for the Supplier to provide Supplier Support Services, defined below, the Company shall contact Supplier via the technical contact information provided as part of the Onboarding Requirements and Supplier shall promptly begin providing Supplier Support Services as contemplated by this Agreement.
 - 6.2. **Supplier Support.** Other than the (a) Company First Tier Support and (b) software associated with the Marketplace that is managed by Company itself, Supplier will provide all other technical support necessary for the Services to perform in accordance with this Agreement and the applicable Accepted Contract, including with respect to the Clusters and as provided in the Service Level Agreement (“**Supplier Support Services**”). For clarity, Supplier shall not directly contact any Customer, or seek to contract any Customer, including in connection with the Supplier Support Services.
7. **Definitions**

- 7.1. “**Availability**” means 100% minus the Downtime Percentage.
- 7.2. “**Downtime**” means the occurrence of a disruption involving:
- a) the unavailability of all or part of a node (as determined by a failure of the relevant node to constitute a “working” node in accordance with the tests set forth at <https://sfcompute.notion.site/Public-Defining-A-Working-Node-7e30876a9d944be0ad697601f7014319>) or a node that is in other ways not correctly functioning, as reasonably determined by Company; and/or
 - b) a node failing to respond to Company’s monitoring tools.

In each case as determined by Company in its reasonable discretion.

- 7.3. “**Downtime Percentage**” means the percentage (“N”) calculated using the following equation:

$$N = \frac{(a \times b)}{(c \times d)}$$

where: (i) “a” means the total number of nodes experiencing Unexcused Downtime in a given hour; (ii) “b” means the average minutes of Unexcused Downtime in such hour for all the nodes experiencing Unexcused Downtime in a given hour; (iii) “c” means total number of nodes set forth in the applicable Accepted Contract in such hour; (iv) “d” means 60 (being the number of minutes in an hour).

- 7.4. “**Downtime Period**” means any period comprising one or more consecutive minutes of Downtime.
- 7.5. “**Hourly Market Price**” means the price for the Services provided in a given hour, calculated by the Company in its reasonable discretion as a weighted average spot price for GPUs during such hour. For clarity, the Company will be responsible for calculating this price index, which may evolve over time.
- 7.6. “**Maintenance**” means a disruption which takes a whole Cluster offline, caused by: (a) reasonable, documented and verifiable emergency maintenance; (b) scheduled maintenance for which Supplier has used commercially reasonable efforts to give notice of at least seven (7) days in advance and/or other ad hoc maintenance which has otherwise been agreed to in writing by Company.

- 7.7. “**Monthly Remittance**” means an amount (“N”) as follows:

$$N = (\textit{Supplier Fees}) - (\textit{Refund})$$

- 7.8. “**Hourly Refund**” means the Hourly Market Price for a particular hour in a given calendar month, prorated based on the Downtime Percentage. For example, for any given hour: a Downtime Percentage of 50% results in a 50% refund at the applicable Hourly Market Price; a Downtime Percentage of 1% results in a 1% refund at the applicable Hourly Market Price.
- 7.9. “**Refund**” means the aggregate Hourly Refund for each and every hour in which there was Unexcused Downtime in the applicable calendar month.
- 7.10. “**Unexcused Downtime**” means Downtime that is not caused by Maintenance.