**MASTER SERVICES AGREEMENT**

This Master Services Agreement (“**Agreement**”) effective as of CONTRACTSTARTDATE (“**Effective Date**”) is between **Meta 1 Network PTE. LTD.** , a corporation organized and existing under the laws of Singapore Registration Number: 202136107R, with its registered address at 18 Cross Street, #02-101, Cross Street Exchange, Singapore 048423 (“**Company**”) and CUSTOMERLEGALENTITYNAME, a corporation organized and existing under the laws of COUNTRY Registration Number: CUSTOMERREGISTRATIONNUMBER with its registered address at CUSTOMERLEGALENTITYADDRESS(“**Client**”).

**WHEREAS**, Client desires to receive certain Services (as defined below); and

**WHEREAS**, Company desires to provide such Services.

The parties agree as follows:

# AGREEMENT STRUCTURE

a. This Agreement provides general terms applicable to Company’s provision of certain services, including, without limitation, access to remote graphics processing units (“GPUs”) on an hourly basis via Company’s cloud environment (“**Services**”), also known as Aethir Earth, in mutually agreed transactions described in mutually executed service level agreements and orders in the form of **Exhibit A** attached hereto that reference and are governed by this Agreement (“**Orders**”). Each Order will be a separate agreement between Company and Client and will be deemed to incorporate the terms of this Agreement by reference. Company may require Client to provide evidence of creditworthiness or credit support reasonably acceptable to Company as a condition to accepting any Order. In the event of any conflict or inconsistency between the terms of this Agreement and the specific terms of an Order, the specific terms of the Order govern with respect to such Order.

# SERVICES

a. Company hereby grants Client a non-exclusive, non-transferable, non-sublicensable license to access and use the Services during the term of this Agreement, and as specified in the applicable Order. Company retains title to all materials used or provided by Company to provide Client the Services. For the avoidance of doubt, nothing in this Agreement transfers to Client any ownership, interest, or proprietary rights in any software, technology, work, processes, patent, intellectual property, or other proprietary rights of Company (or any part thereof), and all right, title, and interest in and to the foregoing will remain solely with Company.

b. Client acknowledges that the Services are provided on an “as is,” “as available” and “with all faults” basis, and that Client will follow any requirements, specifications, instructions, conditions, or procedures contained in the Order. Subject to any specific terms of the Order, Client agrees that to the maximum extent permitted by applicable law, in no event shall Company be liable to Client or any third parties for any inability to use the Services (whether due to disruption, changes to or termination of the Services or otherwise), any delays, inaccuracies, errors or omissions with respect to any communications or transmission or delivery of all or any part thereof, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Services. If Company determines in its reasonable business judgment that Client’s use of the Services does not conform to its policies, Company may suspend the Services until Company approves of Client’s operation.

c. To continue to provide the Services, from time to time, Company may request, and Client shall promptly provide information regarding Client’s operation, Client’s related operating software, Client’s systems, and other information reasonably necessary in Company’s provision of the Services.

d. If software and services of a third party are used by Client in conjunction with the Services (“**Third-Party Services**”), Client acknowledges and agrees that such Third-Party Services are the responsibility of the third-party, subject to separate terms and conditions between such third party and Client. Company accepts no responsibility for the performance of such Third-Party Services or any loss or damage arising from or associated with the provision of such Third-Party Services.

# PAYMENT TERMS AND TAXES

1. Client shall pay to Company a non-cancellable, non-refundable service fee in accordance with the

payment section in each order. Use of the Services exceeding certain usage levels are subject to additional fees. Except for the prepayment, Company will invoice Client monthly in advance for all applicable fees for the use of the Services in the following month or service period as set forth in the applicable Order. Client will pay all invoiced amounts in US dollars or USDC/USDT Stable Coin, within five (5) calendar days of the date of the invoice. All payments must be (i) in US dollars into the designated account number of Company or in USDC/USDT Stable Coin into the designated wallet address of Company as set forth in the applicable Order; or (ii) another account or form of payment mutually agreed between Company and Client. Interest shall be charged on past due amounts at the lesser of (A) one and a half percent (1.5%) per month; or (B) the highest rate permitted by applicable law.

1. Client may, in good faith, dispute any invoice or any part thereof (a “**Disputed Amount**”) by submitting a written notice of such dispute along with reasonable supporting documentation within ten (10) calendar days of the date of the initial invoice on which the Disputed Amount appears, failing which Client waives all rights to dispute such Disputed Amount and to file any claim. Company will review the Disputed Amount after its receipt of the relevant notice and Client is only liable to settle the invoice after Company provides reasonable supporting documentation that the invoice is billed correctly. If Company determines that Client was billed in error, a credit for the amount invoiced incorrectly will be made to the next invoice. If Company determines in its sole discretion that the amount was invoiced correctly, Client will pay the amount by the due date of the next invoice. For clarity, Client shall promptly pay all undisputed amounts.
2. Client is responsible for (i) taxes related to its activities; and (ii) taxes imposed, levied or assessed thereon by any governmental or other authorities. If Client is required to make any deduction, withholding or payment for taxes in any jurisdiction on amounts payable to Company, such amounts will be increased such that after making such deduction, Company receives an amount equal to what it would have received if such deduction, withholding or payment had not been made.

# TERM, TERMINATION, MODIFICATION AND SUSPENSION

1. This Agreement commences on the Effective Date and continues until terminated as permitted by this Agreement. Each Order commences on the effective date set forth in the Order, has the initial term (“**Initial Term**”) set forth in the Order, and thereafter automatically renews for the additional periods set forth in the Order, or if no renewal period is set forth then twelve (12) months periods, (each, a “**Renewal term**” and collectively, the “**Term**”) unless either party notifies the other party in writing no less than sixty (60) calendar days before such renewal of its desire for the order not to renew (or earlier as set forth in the Order).
2. Either party may terminate an Order upon written notice to the other party and take such other action identified in Section 4(d) below if the other party materially breaches such Order or this Agreement and fails to cure such breach within fourteen (14) calendar days (seven (7) calendar days in the case of failure to pay an Unpaid Balance (as defined below) or five (5) calendar days in the case of failure to pay an Unpaid Balance two or more times during any twelve (12) month period). If the breach (other than Client failure to pay amounts when due) cannot be cured within fourteen (14) calendar days, the breaching party shall be given a reasonable period of time, but not to exceed thirty (30) calendar days after receipt of the notice, to cure the breach, provided that the breaching party acts promptly and diligently to cure such breach.
3. In addition to the remedy set forth in Section 4(b) above if Client fails to pay all invoiced amounts when due (an “**Unpaid Balance**”), or otherwise fails to perform any of its obligations under this Agreement after opportunity to cure as provided in Section 4(b) above Company may, in its sole discretion, take certain actions including, without limitation, the following actions, at Client’s sole risk and expense:
   1. suspend the provision of the Services;
   2. declare all amounts due under the applicable Order through the balance of the Term to be
   3. immediately due and payable;
   4. forfeit Client’s security deposit, if any;
   5. terminate this Agreement and all Orders; and
   6. exercise all other rights under this Agreement, at law, in equity or otherwise.

Unless Company has terminated this Agreement, Company will reverse the suspension of the provision of the Services as soon as reasonably practical after it is satisfied Client has cured the acts or omissions giving rise to the suspension and disconnection. In connection with the foregoing, Company may charge a reinstatement fee.

1. Notwithstanding anything in this Agreement to the contrary, Company may suspend its provision of all or a portion of the Services immediately if Company reasonably determines that: Client’s use of the Services (i) may adversely impact or pose a security risk to Company’s operation or Company’s other clients; (ii) may subject Company to liability; or (iii) is not in compliance with this Agreement or Company’s policies. Company will use commercially reasonable efforts to notify Client, which may be via email or telephone, of such suspension or disconnection. Company will use commercially reasonable efforts to reverse such suspension or disconnection as soon as reasonably practical after it is satisfied that Client has cured the acts or omissions giving rise to such suspension and disconnection. In connection with the foregoing, Company may charge a reinstatement fee as set forth in the applicable Order. Further, Company may terminate this Agreement and all Orders if such suspension or disconnection continues for at least five (5) calendar days or occurs more than three (3) times in any twelve (12) month period. For clarity, during the period of suspension or disconnection, Client remains responsible for all fees and charges Client incurs during such period. Further, after the Effective Date, if Company determines in its sole and absolute discretion that as a result of any change in, or interpretation, introduction or administration of, any laws, regulations, statutes, treaties, rules, guidelines, ordinances, codes or the like, or any proposed or anticipated changes in, or interpretations, introduction or administration of the foregoing (a “**Change in Law**”), has resulted in an increase in Company’s cost of compliance with such Change in Law then Company may, in its commercially reasonable discretion, take certain actions, including, without limitation, the following actions, at Client’s sole risk and expense: (i) terminate this Agreement, any or all Orders; and/or (ii) modify the Services as may be necessary to account for such Change in Law. Company will use commercially reasonable efforts to notify Client of such Company actions and the effective date of such actions.
2. Further, and notwithstanding the Change in Law related costs above, after the Effective Date, if there are any increases, changes in, or introduction or administration of, any new taxes, levies, tariffs, fees, charges or other expenses with respect to the provision of Services, Company may, with mutual agreement between both parties, pass through all such amounts to Client (“**Increased Costs**”) in accordance with the payment and invoicing procedures as set forth in this Agreement, in which event Client shall pay all such Increased Costs.
3. Company shall not be liable for any Client loss or damage whatsoever as a result of the exercise of its rights under this Agreement. Upon termination of this Agreement or an Order by Company, Company is entitled to recover from Client all loss or damages incurred by Company as a result of such termination, outstanding fees, costs, charges, assessments, reimbursements, and expenses (including, without limitation, costs of collection and reasonable attorneys’ fees).
4. In addition to Section 4(f), Company may terminate or suspend all or a portion of the Services if necessary to be in compliance with applicable law, rules, regulations, administrative or judicial orders or decree. Company will use commercially reasonable efforts to notify Client, which may be via email or telephone, of such suspension. Client agrees that Company shall have no liability whatsoever to Client for any damage, loss, expense or cost as a result of such termination or suspension. Company does not provide back-up services. Backing up Customer Data is the sole responsibility of Client, and Company disclaims all responsibility for any loss of Customer Data incurred when using the Services.

# WARRANTIES, LIMITATION OF LIABILITY, INDEMNITY

1. Each party represents, warrants, and covenants that it has full legal capacity, right, power and authority to execute and perform its obligations under this Agreement. Client represents, warrants, and covenants that it will not: (i) bypass or breach any security device or protection used by the Services or access or use the Services other than by Client; (ii) input, upload, transmit, or otherwise provide to or through the Services any information or materials (including Customer Data) that are unlawful or injurious, or contain, transmit, or activate any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code; (iii)  access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer); (iv) access or use the Services in any manner or for any purpose that violates any federal, state, or foreign law or regulations or local code, rule, regulation or ordinance; (v) access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing software service or product or any other purpose that is to the Company’s detriment or commercial disadvantage; (vi) access or use the Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; and (vii) access or use the Services beyond the scope of the authorization granted by Company. Without limiting the foregoing, Client further represents, warrants, and covenants neither Client, any officer, director, employee, partner, controlling shareholder, affiliated entity nor anyone acting on Client’s behalf (A) has used or disclosed or will use or disclose Company’s Confidential Information obtained from Company, (B) has violated or will violate applicable anti-bribery or anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, (C) has violated or will violate applicable anti-money laundering statutes, or (D) is a Denied Party or subject to any U.S. sanction imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury.
2. COMPANY DOES NOT MAKE AND HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, EXPRESS, IMPLIED AND STATUTORY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS. ALL SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS, AND CLIENT’S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OR POWER TO OR FROM COMPANY’S NETWORK AND/OR THE INTERNET OR POWER GRID, WHICH ARE PROVIDED OR CONTROLLED BY THIRD PARTIES, AND THAT ACTIONS OR INACTIONS OF THIRD PARTIES CAN IMPAIR OR DISRUPT COMPANY’S CONNECTIONS TO THE INTERNET OR POWER GRID (OR PORTIONS THEREOF) INCLUDING, WITHOUT LIMITATION, INTERRUPTIONS IN SERVICE CAUSED BY GOVERNMENT REGULATIONS OR ORDERS, SYSTEM CAPACITY LIMITATIONS OR LIMITATIONS IMPOSED BY, OR FAILURES OF, AN UNDERLYING COMMUNICATIONS CARRIER. COMPANY WILL ENDEAVOR TO TAKE ACTIONS IT DEEMS APPROPRIATE IN ITS SOLE DISCRETION TO REMEDY AND AVOID SUCH EVENTS. HOWEVER, COMPANY CANNOT AND DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR, AND COMPANY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. COMPANY HEREBY DISCLAIMS ALL RESPONSIBILITY FOR THE ACTS OR OMISSIONS BY COMPANY’S OTHER CUSTOMERS AND CLIENTS AND OTHER THIRD PARTIES.
3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL COMPANY BE LIABLE TO CLIENT FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF REVENUES (EXCEPT THAT CLIENT SHALL BE LIABLE FOR ANY FEES OR OTHER AMOUNTS OWED TO COMPANY UNDER THIS AGREEMENT); (IV) LOSS, INTERRUPTION OR USE OF DATA OR LOSS OF USE OF THE SERVICES; (V) ANY CONSEQUENTIAL OR INDIRECT DAMAGES; OR (VI) COST OF COVER, ANY INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES (IF APPLICABLE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
4. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY’S TOTAL LIABILITY TO CLIENT IN THE AGGREGATE FOR THE ENTIRE TERM (REGARDLESS OF WHETHER THE CLAIMS ARE BROUGHT DURING OR AFTER THE TERM) WITH RESPECT TO ALL CLAIMS ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) WILL NOT EXCEED AN AMOUNT EQUAL TO ONE (1) MONTH’S FEE PAYABLE TO COMPANY PURSUANT TO THE APPLICABLE ORDER.
5. Client hereby waives the right to bring any claim against Company arising out of or in any way relating to an Order more than one (1) year after the date such Order expires or is terminated. Each party recognizes and agrees that the warranty disclaimers, limitations of liability and remedy limitations in this Agreement are materially bargained for by the parties.
6. Client acknowledges that Services involve inherent risks, including, without limitation, risks related to law, regulations, government policies, telecommunications infrastructure, system or network performance and availability, data corruption or loss, and Client is solely responsible for such risks. Client hereby agrees to indemnify, hold harmless Company form and against any and all types of liabilities, losses, damages, claims, fines, fees, penalties, interest, settlement amounts, attorneys’ fees, costs of court, litigation costs, and Client further assumes responsibility for all such liabilities, losses, damages, claims, fines, fees, penalties, interest, settlement amounts, attorneys’ fees, costs of court, litigation costs, and risks, and Company disclaims all types of liabilities, losses, damages, claims, fines, fees, penalties, interest, settlement amounts, attorneys’ fees, costs of court, litigation costs or loss of funds that may arise as a result.
7. Client shall indemnify, defend and hold harmless Company and its affiliates, stockholders, directors, officers, employees, subcontractors and invitees from and against any losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising from or relating to (i) breach of Client’s representations, warranties, or covenants in this Agreement or in an Order, or Sections 2 or 6; (ii) Client’s or Client’s employees’, agents’, representatives’, customers’, or clients’ use of the Services;, or (iii) Client’s installation or use of any non-standard software or firmware with the Services.

# CONFIDENTIAL INFORMATION

1. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other party, including, without limitation, business plans, strategies, forecasts and projections and information about business structures, operations, systems, finances, assets, investments, investment strategies, software and other technology systems, and personnel, customers and suppliers (collectively, “**Confidential Information**”). Neither party may use or copy any Confidential Information except to the limited extent necessary to perform its obligations under this Agreement and will not disclose any Confidential Information to any person or entity other than to its affiliates, employees and advisers who have a need to know the Confidential Information or as otherwise expressly permitted by this Agreement. Each party shall use the same measures that it uses to protect its own most confidential and proprietary information to protect the Confidential Information from use or disclosure in violation of this Agreement, but in no event less than commercially reasonable measures.
2. The restrictions on use of Confidential Information do not apply to information if it (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.
3. Upon termination or expiration of this Agreement, or at any other time at the request of the other party, each party shall return to the other party, or destroy and delete, as applicable, all Confidential Information and any copies thereof in its possession or control.
4. Neither party may use the other party’s trademarks, service marks, trade names, copyrights, other intellectual property rights or other designations in any promotion, publication or press release without the prior written consent of the other party in each case, which consent may be given in an Order.
5. Notwithstanding any contrary provisions in this Agreement, if Client requests or suggests changes to Company’s products or services, absent a separate custom development agreement Client grants Company the right to freely incorporate such changes or suggestions into Company’s products and services without restriction. The Parties acknowledge that Client may from time to time provide Company with ideas, comments, suggestions, or other feedback on the features or functionality of Company’s Services whether in writing or orally (collectively, “**Feedback**”). The Parties agree and acknowledge that any Feedback is provided voluntarily by Client. In the event Client provides Company with Feedback, Client hereby grants to Company a perpetual, royalty-free, irrevocable, transferable, sublicensable, worldwide right to use such Feedback.

# MISCELLANEOUS

1. Notice. Except where expressly provided in this Agreement or an Order, all notices, consents, or approvals required by this Agreement will be in writing and sent by email, overnight courier, certified or registered mail, overnight delivery requiring a signature upon receipt, or delivery by hand to the parties at the respective addresses set forth on the first page of this Agreement. Notice is effective when received. negotiations, proposals, understandings and agreements, written or oral, as well as any industry custom. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this Agreement. This Agreement may be executed in two (2) or more counterparts (and the signature pages may be delivered with ink or electronic signature or by e-mail), each will be deemed an original, but all together will constitute one and the same instrument. Except where otherwise expressly provided in this Agreement, this Agreement may be amended only by the written agreement of both parties.
2. Survival. Any provision of this Agreement, which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration, including, without limitation, those provisions concerning confidentiality, indemnification and limitation of liability.
3. Subcontracting and Assignment. Company may permit any affiliate, independent contractor or other third party to perform any of Company’s obligations hereunder provided that Company remains primarily liable for the performance of its obligations. Company may assign, delegate, or transfer this Agreement or any of its rights and obligations hereunder without notice to or prior written consent of Client. Client may assign, delegate, or transfer this Agreement or any of its rights and obligations hereunder to its affiliate with mutual agreement between Client and Company. Any assignment or transfer in violation of this Agreement is void. This Agreement will be binding upon and inure to the benefit of all permitted successors and assigns. Nothing in this Agreement is intended to or will confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
4. Force Majeure. Except for Client’s obligation to pay amounts owed under this Agreement, neither party will be responsible or in any way liable to the other party, and neither party will have any termination or other rights, arising out of or relating to a Force Majeure Event. If the hosted servers cannot resume operation for more than 45 days after the occurrence of a force majeure event, Client has the right to unconditionally terminate the contract. A “**Force Majeure Event**” is a failure by the other party to perform any of its obligations under this Agreement if such failure is caused by events or circumstances beyond its reasonable control, including, without limitation, acts of God, war, labor strike, terrorist act, fire, flood, earthquake, landslide, hurricane, typhoon, tsunami, volcanic eruption, inclement weather, power outage, network outage, health epidemic or any law, order, regulation or other action of any governing authority or agency.
5. Governing Law and Dispute Resolution. This Agreement and all claims arising out of or related to this Agreement are governed by and construed in accordance with the laws of Singapore without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Singapore. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including, without limitation, the determination of the scope or applicability of this Agreement shall be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of Singapore International Arbitration Center (SIAC). Notwithstanding the foregoing, nothing herein shall prohibit Company from seeking injunctive relief in a court of competent jurisdiction for any breach or threatened breach by Client of the terms of this Agreement.
6. General. The rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a party would otherwise have. The parties are independent contractors, and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither party may bind the other or incur obligations on the other’s behalf without the other’s prior written consent. There are no third-party beneficiaries to this Agreement. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
7. Marketing and Promotion Activities. Client shall actively participate in and support Company’s marketing and ecosystem promotional activities. This includes providing (or approving provided) written testimonials, case studies, and video content showcasing the project's milestones and the use of Company’s compute resources. Additionally, Client grants Company and its related entities permission to use their logo in marketing materials, including on the website, and to participate in social media campaigns (e.g., Twitter Spaces, Discord AMAs). Client will also collaborate on joint public announcements and blog posts. These marketing efforts are designed to promote both the Client's success and the value of Company’s compute platform to the broader AI and gaming communities.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement, as of the Effective Date.

**Meta 1 Network PTE. LTD.** CUSTOMERLEGALENTITYNAME

By:  By: [SIGNER1]

Daniel Wang SIGNERNAME

Dan@Aethir.com SIGNEREMAIL

Authorized Signatory Authorized Signatory

**EXHIBIT A**

**SERVICE LEVEL AGREEMENT & ORDER Form #** CONTRACTCOUNT

This Service Level Agreement and Order Form (collectively, “**Order**”), including the terms and conditions hereunder, incorporates by reference the terms of the Master Services Agreement dated as of CONTRACTFIRSTSTARTDATE (the “**Agreement**”) between Company and Client. If any terms of this Order conflict with the terms of the Agreement, the terms of this Order shall govern with respect to this Order. Capitalized terms used but not defined in this Order shall have the meanings ascribed in the Agreement.

**1. Service Level Objectives**

Company shall use commercially reasonable endeavors to provide the following service level objectives (the “**SLO**”). If Company does not meet the SLO, and if Client is otherwise in good standing and meeting its obligations, then, subject to the terms and conditions of the Agreement (including this Order), Client shall be entitled to claim a Service Credit (defined herein) in accordance with the Agreement (including this Order). For the avoidance of doubt, SLO does not apply to any events excluded in Section 2 herein, including, without limitations, any Downtime Period. This Order states Client’s sole and exclusive remedy for any failure by Company to meet the SLO.

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| --- | --- |
| **Covered Service** | **Monthly Uptime Percentage** |
| Instances in Multiple Regions | >= 99% |
| Instances in a Single Region | >= 99% |

**2. Definitions**

1. **“Customer Data”** means:
   1. All data uploaded by Client to Company’s infrastructure and;
   2. All data created by Client to Company’s infrastructure.
2. **“Covered Service”** means:
   1. Instances in Multiple Regions.
   2. A Single Instance.
3. “**Demarcation Point**” means the logical point at which a node is accessible from the public internet outside of Company’s internal networks.
4. **“Downtime”** means:
   1. Loss of external connectivity or persistent disk access for the Single Instance or, with respect to Instances in Multiple Regions, all applicable running instances. The period that Client cannot access the Services as a result of a failure of the Company’s infrastructure or other incident on Company’s side of the Demarcation Point, provided that the Downtime does not include any period of time when the Services are degraded (e.g., slowed to an Internet connection speed of less than 10 Gbps) but is still accessible.
   2. Downtime does not include any unavailability, suspension, or termination of Services that is due to any of the following: (i) suspension or termination described in Section 4 of the Agreement; (ii) events that are outside of Company’s reasonable control, including any events of force majeure such as earthquakes, downtime of the relevant submarine communication cables, failure of telecommunications infrastructure or systems, riots, Acts of God, etc.; (iii) events that result from any actions or inactions on Client’s part in connection with Client’s use of Services, including Client’s negligence or authorize operations; (iv) events that arise out of Client’s or any third parties’ equipment, software, and/or technology, or relevant configurations on Client’s side of the Demarcation Point; (v) events that result from Client’s failure to adhere to any required configurations for the use of Services; (vi) events that result from any faults or configuration changes on the networks or equipment which do not belong to Company; (vii) events that result from Client’s illegal or unlawful use of Services, events that result from Client’s breach of any of the terms and conditions of the Agreement, or Client’s failure to observe Company’s product usage documentation and usage suggestions when Client performs operations; (viii) events that result from Client’s non-payment of any charges payable to Company; (ix) events that result from critical accidents or failure of the relevant internet service provider(s) or maintenance pursuant to applicable agreements; (x) events that result from the hacking of Client’s applications; (xi) events that result from loss or leakage of data, tokens, passwords, ssh-key and so on due to Client’s improper maintenance; (xii) events that result from instance startup dependencies on ephemeral/local disk and/or the data in the ephemeral/local disk whose host is in critical accidents or failure, because any data in ephemeral/local disk will be erased after its host in critical accidents or failure; (xiii) events related to any network, software, or hardware maintenance, upgrade, and repairmen; and (xiv) events that result from planned downtime or migration for which Company provided Client advance notice of no less than forty-eight (48) hours.
5. **“Downtime Period”** means the period during which Client cannot access one or more GPUs for at least 30 consecutive minutes.

## **“Service Credit”** means credits given to Client based on Downtime Period, and calculated as follows: number of GPUs impacted X the duration of the Downtime Period. By way of example, if Client cannot use five (5) GPUs for a duration of twelve (12) hours, then Client shall receive 60 service credit hours.

1. **“Instances in Multiple Regions”** means container instances hosted as part of Services where instances are placed across two or more Regions.
2. **“Monthly Uptime Percentage”** means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.
3. **“Region”** means the applicable Company Facility described in this Order, denoted by physical location, such as Asia-Pacific, North America, South America, etc., as may be updated by Company from time to time.
4. **“Single Instance”** means a single container instance hosted as part of Company’s Services.

**3. Claims and Payment Process**

## If Client believes that the SLO in connection with Client’s use of Services is not met in any calendar month, then Client may file a claim for Service Credit in accordance with this clause. Client’s claim must include at least the following information:

## A detailed description of the incident, including the logs or messages for request failure documenting the errors and claimed outage;

## The date, time, and duration of the Downtime;

## Information relating the affected instances; and

## Any other information that Company reasonably asks Client to provide to support its claim.

## Client’s claim for a Service Credit can be filed starting from the sixth working days of the following calendar month of occurrence of the event giving rise to the claim, and must be received by Company within thirty (30) days after the last day of the calendar month of occurrence of the event giving rise to the claim. Client’s failure to submit the claim within this time will be deemed to be an irrevocable waiver of its right to claim and receive such Service Credit. Once Company receives Client’s claim, Company will review and evaluate Client’s claim and may require Client co-operation in conducting a joint investigation to ascertain whether the SLO has been breached and if so, the cause of the failure. Company will make a good faith determination if a Service Credit is to be provided to Client in Company’s sole discretion and will inform Client the result as soon as reasonably practicable. Company will use commercially reasonable effort to process Client’s claim and provide the Service Credit to Client as early as possible.

## If Company, after our good faith review of Client’s claim, determines that a Service Credit must be provided to Client, the Service Credit to be provided will be calculated in accordance with section 2(e) and 2(f) herein.

## Subject to this Order, the Service Credit shall apply to set-off the fees payable by Client for Services only. The Service Credit shall not be used or applied to set-off the fees for the other services, unless otherwise stated to Client in writing by Company from time to time.

## The Service Credit provided in any calendar month will not, under any circumstance, exceed Client’s monthly service fee for that affected Service in the calendar month.

## The Service Credit provided to you must be used within two (2) month from the date the Service Credit is made available for you to use.

## Client agrees that any decision or determination made by Company relating to your claim for any Service Credit shall be final and binding on Client.

## Upon the expiration or termination of the Agreement or this Order, any earned but unused service credits will not be refunded to Client.

**4. Use of Customer Data**

## Company will only access or use or share Customer Data in accordance with its then current privacy policy in effect.

## Subject to this Order, by providing Customer Data to Company, Client grants Company a license to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute Customer Data solely and exclusively for the purpose of providing the Services to Client.

## Client is solely responsible for its Customer Data and agrees that Company is not and will not in any way be liable for Customer Data. By providing Customer Data, Client affirms, represents and warrants that: (i) its Customer Data and use thereof will not violate this Order or any applicable law, regulation, rule or third party rights; (ii) Client is solely responsible for the development, moderation, operation, maintenance, support and use of Customer Data, including when Customer Data is provided by Client’s end users; (iii) Client’s Customer Data and its use thereof does not and will not: (1) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (2) slander, defame, libel, or invade a right of privacy, publicity or other property rights of any other person; or (3) cause us to violate any law, regulation, rule, or rights of third parties; and (iv) except for the specific Services provided under this Order or other express contract, Client is solely responsible for the technical operation of Customer Data, including on behalf of Client’s end users.

**5. Data Incidents**

## Incident Notification. Company will notify Client promptly and without undue delay after becoming aware of a data security incident, and promptly take all commercially reasonable steps to minimize harm and secure Customer Data.

## Details of Data Security Incident. Company’s notification of a data security incident will describe, to the extent possible, the nature of the incident, the measures taken to mitigate the potential risks and the measures Company recommends Client take to address the data security incident.

## Delivery of Notification. Notification(s) of any data security incident(s) will be delivered to the email address provided by Client.

## No Assessment of Customer Data by Company. Company has no obligation to assess Customer Data in order to identify information subject to any specific legal requirements.

## No Acknowledgement of Fault by Company. Company’s notification of or response to a data security incident under this section will not be construed as an acknowledgement by Company of any fault or liability with respect to said incident.

**6. Additional Terms**

## In the event of any inconsistency between Client’s and Company’s system records relating to Client’s claim, unless the discrepancy is caused by any material error or malfunction of Company’s system, Company’s system record shall at all times prevail and be the final and conclusive reference for calculating the Service Credits to be provided to Client.

## The Service Credits provided in this Order are Client’s sole and exclusive remedy for any failure in the performance of Services and Company shall not be liable to the you or any person claiming through Client for any direct, indirect, consequential or incidental damages or losses or expenses whatsoever, including but not limited to, loss of profits or business and irrespective of whether the claim arises in contract, tort (including negligence), or otherwise.

## Company reserves the right to change the terms of this Order anytime by issuing an amended and restated version of this Order to you through email. Client’s continued use of the service after the publication of the amended Order shall be deemed as Client’s acceptance of the amended Order.

## This Order shall constitute part of Client’s agreement for its purchase and use of Services.

[*Order form follows*]

**ORDER Form #** CONTRACTCOUNT

|  |  |
| --- | --- |
| **Commencement Date:** | As of CONTRACTSTARTDATE. |
| **Monthly Services Fees:** | Monthly Services Fee: USD $HPPRICE per month (tax not included). |
| **Payment Due Prior to Commencement Date:** | USD $CPREPAYMENT of Prepayment (as defined below) on or before CONTRACTSTARTDATE |
| **Other Fees:** | Maintenance Fee: $100/hour expended during office hours (9:00 a.m. to 5:00 p.m. local time) and at $150/hour expended after hours (5:00 p.m. to 9:00 a.m. local time)  Additional Services Fee: |
| **Fees Payable Pursuant to Section 4 in Connection with Service Termination / Suspension** | Disconnection Fee: Waived due to strategic partnership discussions  Reinstatement Fee: USD $1,000 |
| **Specifications, Quantities, Pricing** | CONTRACTDEVICEDETAILS  TERM LENGTH: SERVICEDURATION SERVICEPERIOD  PREPAYMENT: CPREPAYMENT$  TOTAL: TOTALAMOUNT$ |

**Order Term.** Subject to acceptance by Company, the term of this Order shall commence on the **Commencement Date** and continue until CONTRACTSTARTDATE from the Commencement Date (the “**Initial Term**”), unless sooner terminated (i) by Company, as provided above, (ii) by mutual agreement of the parties, or (iii) pursuant to Section 4 of the Agreement. Unless earlier terminated, this Order shall automatically renew for successive SERVICEDURATION -SERVICEPERIOD renewal terms (“**Renewal Term**”) unless terminated during a renewal term as set forth in the Agreement.

**Security Deposit.** Waived due to strategic partnership discussions.

**Prepayment.** Client agrees that the prepayment for the Monthly Services Fee (“**Prepayment**”) for this Order shall equal to CONTRACTSTARTDATE months of Monthly Services Fees, i.e., USD $CPREPAYMENT, due and payable on or before the Commencement Date. Company will only provide its services to Client upon the receipt of the full prepayment.

Notwithstanding any contrary provisions in the Agreement, if Client requests or suggests changes to Company’s products or services, absent a separate custom development agreement, Client grants Company the right to incorporate such changes or suggestions into Company’s products and services without restriction.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Order, as of the Effective Date.

**Meta 1 Network PTE. LTD.** CUSTOMERLEGALENTITYNAME

By:  By: [SIGNER2]

Daniel Wang SIGNERNAME

Dan@Aethir.com SIGNEREMAIL

Authorized Signatory Authorized Signatory