**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

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| --- | --- |
| **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: [SIGNER1]

Daniel Wang SIGNERNAME

Dan@Aethir.com SIGNEREMAIL

Authorized Signatory Authorized Signatory