

GPU as a Service / GPU Bare Metal SLA

Infrastructure

We guarantee that your server hardware will be functioning 99.9% of the time in a given month, excluding scheduled maintenance. This includes being powered but does not include an outage on an individual power supply on your servers if the server is still powered and functioning through the other power supplies. Infrastructure downtime exists when a particular server is shut down due to power, heat, or hardware failure problems. We guarantee the functioning of all server hardware components and will replace any failed component at no cost. "Hardware" means the processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included with the server. Hardware replacement will begin once we identify the cause of the problem. Hardware replacement is guaranteed to be completed within four hour of problem identification.

Guarantee: will credit your account the pro rata portion of the monthly charge for the server affected that falls short of the 99.9% uptime.

GPU-Level Uptime

In addition to the Infrastructure and Network Uptime guarantees above, guarantees that each GPU server delivered under the applicable Customer Success Order will be Available for at least 98.9% of each calendar month ("GPU Uptime"), measured per server. GPU Uptime is measured as the average availability of all GPUs within a server during a calendar month. Individual GPU failures within a server shall not constitute a server-level Uptime breach unless the server's average GPU Uptime falls below the guaranteed threshold. A GPU is "Available" when it is powered, responsive to 's standard monitoring systems (polled at intervals no more frequent than every five (5) minutes), and capable of executing workloads. Individual periods of GPU unavailability lasting less than five (5) consecutive minutes shall not be counted toward GPU Uptime calculations.

EXCLUSIONS: GPU server Uptime shall not include periods of unavailability resulting from: (a) Scheduled maintenance windows (provided Customer is given at least five (5) business days' prior written notice); (b) Customer's or its authorized users' acts or omissions, including misconfiguration, unauthorized software, or workload errors; (c) Force majeure events; (d) Third-party network, power, or infrastructure failures beyond 's reasonable control; (e) Customer's failure to provide required access or cooperation; (f) Previews, beta services, or experimental features; or (g) Any maintenance or repairs necessitated by Customer's breach of the Agreement.

GUARANTEE: If monthly GPU server Uptime falls below 98.9%, shall credit Customer against the following month's recurring GPU Fees for the affected servers on the following schedule: up to 8 hours due to a server or component failure that is replaced and remedied or replaced with a spares pool server, 0 downtime credit, longer than 8 hours a credit of the actual downtime.

SPARES POOL: will maintain full server spares and make available spares to client within 8 hours if individual server downtime is not resolved. The spares pool shall constitute 3% of the amount of servers in the cluster rounded up to the nearest whole number.

CREDIT EXCLUSIVITY: GPU server Uptime credits are Customer's sole and exclusive remedy for any failure to meet the GPU Uptime guarantee, and shall be Customer's sole and exclusive remedy for any Service unavailability. In no event shall Customer be entitled to any additional damages, refunds, offsets, or other relief arising from or related to GPU Uptime shortfalls beyond the credits expressly set forth herein.

Network Uptime

We guarantee that our GPU network will be available 99.9% of the time each month, excluding scheduled maintenance. The GPU network consists of the portion of the network that extends from the outbound port on your GPU server to the outbound port of the data center border router where it interconnects with the upstream ISP transit provider's equipment.

Guarantee: We will credit your account the pro rata portion of the monthly charge for network downtime that falls short of the 99.9 % uptime. DDOS and performance issues such as partial packet loss that does not result in an outage are excluded.

Exclusions

- Scheduled maintenance on all equipment and operating system updates are excluded and not calculated in downtime.
- Support or issues due to applications outside of the hardware.
- Internet issues that are outside of the network (at the point of egress to the upstream transit provider).
- None of the guarantees in this SLA may be combined. For example, a hardware outage that also disrupts network activity will not qualify You for two (2) separate credits.

Credit Requests

You must initiate a support ticket and request that a credit be applied to your account. Merely initiating a support ticket related to an outage will not result in any credit to your account. Initiating a support ticket and requesting a credit is what triggers an event for any potential credits; however, must still determine, in its sole discretion, whether or not an eligible outage has occurred. If determines that an eligible outage has occurred, then the ticket you generated will be used to generate a credit.

Notice and Cure. Customer must notify in writing within five (5) business days after the end of the calendar month in which the alleged Uptime shortfall occurred, specifying the affected server and the nature of the claimed shortfall. shall have ten (10) business days following receipt of such notice to investigate and, if applicable, issue the credit. The customer must open a ticket notifying of downtime when the downtime occurs and that is when the downtime clock starts for credit purposes so that may react and remedy the outage. Credits are only due if the shortfall is confirmed after 's investigation.