ARVICA CLOUD

MASTER SERVICES AGREEMENT — DEDICATED GPU RESERVATION (BUILD-TO-ORDER)

Standard terms · Version 1.0 · October 2026

This Master Services Agreement (**Agreement**), when executed, is entered into by:

Provider: ARVICA AI HOLDINGS PTY LTD (ACN 702 257 761; ABN 30 702 257 761), trading as Arvica Cloud, of Level 7, Tower 3, World Trade Centre, 18-38 Siddeley Street, Docklands VIC 3005, Australia (**Arvica**); and

Customer: the entity identified as Customer in the Execution section of this Agreement (**Customer**).

Effective Date: the date on which the last Party signs this Agreement. Arvica and Customer are each a **Party** and together the **Parties**.

1. Structure and definitions

1.1 This Agreement governs dedicated GPU infrastructure services that Arvica builds for Customer under Capacity Orders signed by both Parties. Each Capacity Order specifies the Build Specification, Hosting Site, Minimum Term, fees, payment schedule, delivery milestones and service levels. A quotation, design proposal, bill of materials or availability indication is not a Capacity Order.

1.2 Definitions:

(a) **Build Specification** means the hardware, network fabric, storage, software stack and site configuration set out in a Capacity Order and its technical annexure.

(b) **Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

(c) **Capacity Order** means an order in the form of Schedule 1, signed by both Parties.

(d) **Commencement Date** means the date on which the Dedicated Infrastructure (or the relevant phase) is accepted or deemed accepted under clause 6.

(e) **Committed Costs** means the costs Arvica has paid or is irrevocably committed to pay for a Capacity Order and cannot avoid or recover by reasonable mitigation, including hardware, freight, duties, insurance, installation, network and colocation commitments, power reservations, software licences and financing break costs.

(f) **Customer Data** means data, workloads, models, code and content that Customer supplies to or processes on the Dedicated Infrastructure.

(g) **Dedicated Infrastructure** means the servers, GPUs, switches, cables, storage and related equipment procured by Arvica for a Capacity Order.

(h) **Hardware Order Date** means the date Arvica places a binding purchase order for all or a material part of the Dedicated Infrastructure, as notified to Customer.

(i) **Hosting Site** means the data centre facility designated in the Capacity Order, meeting the Hosting Standard in clause 2.5, operated by a third-party colocation provider engaged by Arvica (**Site Provider**) or by Arvica.

(j) **Minimum Term** means the committed service period stated in the Capacity Order, being not less than twelve (12) months from the Commencement Date.

(k) **Monthly Fee** means the fixed monthly charge for the Dedicated Infrastructure stated in the Capacity Order.

(l) **Services** means the provision of exclusive use of the Dedicated Infrastructure, together with the hosting, maintenance, support and other services Arvica provides under a Capacity Order and this Agreement.

(m) **SLA** means the service level agreement in Schedule 2, as completed for a Capacity Order.

(n) **Total Contract Value** means the Monthly Fees payable over the Minimum Term plus any one-off charges.

1.3 Order of precedence: (a) a signed Capacity Order, only for terms it expressly states override this Agreement; (b) any executed Data Processing Addendum (**DPA**), for personal data matters; (c) the SLA for the Capacity Order; (d) this Agreement; (e) Schedule 3 (Responsibility Matrix and Data Handling); (f) Schedule 4 (Acceptable Use).

1.4 Standard terms. This Agreement is Arvica's standard form for build-to-order dedicated GPU infrastructure. Commercial and technical details specific to a customer are recorded in the Capacity Order. Any departure from these

standard terms for a particular customer is effective only if it is expressly recorded in a signed Capacity Order or a written amendment signed by both Parties.

2. Nature of the service

2.1 Arvica will procure, install, configure, host and maintain the Dedicated Infrastructure in accordance with the Build Specification, and provide Customer with exclusive use of it for the Minimum Term and any renewal term.

2.2 Customer acknowledges that Arvica is procuring the Dedicated Infrastructure specifically for Customer and in reliance on Customer's commitment to pay all Monthly Fees for the Minimum Term. Customer's payment obligations are firm and are not conditional on Customer's actual utilisation of the Dedicated Infrastructure.

2.3 The Dedicated Infrastructure will not be allocated to any other customer during the term, except as permitted under clause 13.3 (remarketing following Customer default) or with Customer's written consent.

2.4 Unless a Managed Services schedule is included in the Capacity Order, Arvica is responsible for hardware, firmware, the physical and network layers and hosting, and Customer is responsible for its operating environment above the agreed handover layer (for example operating system, drivers, orchestration, applications and data), as set out in Schedule 3.

2.5 **Hosting Standard.** The Dedicated Infrastructure will be hosted at the facility named in the signed Capacity Order. Unless the Capacity Order states otherwise, the Hosting Site will be a carrier-neutral colocation facility in Australia that: (a) is designed to Uptime Institute Tier III or an equivalent or higher standard, with N+1 or better redundancy for power and cooling; (b) is operated under an information security management system certified to ISO/IEC 27001; (c) provides 24/7 on-site security, access control and remote-hands support; and (d) supports the power density and cooling (air or liquid) required by the Build Specification. Arvica will provide the Site Provider's current certifications on request.

3. Design and Capacity Orders

3.1 Arvica will work with Customer to prepare a Build Specification. Customer is responsible for confirming that the Build Specification meets its requirements. Arvica does not warrant that the Dedicated Infrastructure will achieve any particular training time, throughput or model outcome unless a performance test is expressly included in the acceptance criteria.

3.2 A Capacity Order becomes binding when signed by both Parties, together with its completed SLA. Arvica's obligation to place the hardware order is conditional on: (a) receipt of the Advance Payment and security under clause 8 in cleared funds; (b) completion of Customer due diligence under clause 11; and (c) any other condition stated in the Capacity Order. If those conditions are not satisfied within twenty (20) Business Days after signature, Arvica may terminate the Capacity Order by notice and refund any amount received, less reasonable documented costs already incurred at Customer's written request.

3.3 Arvica will notify Customer of the Hardware Order Date and the indicative delivery schedule received from its suppliers.

4. Changes to the Build Specification

4.1 Before the Hardware Order Date, Customer may request changes to the Build Specification. Arvica will provide a revised quotation and schedule, and the change takes effect only when both Parties sign a change order.

4.2 After the Hardware Order Date, changes are subject to supplier availability. Customer must pay any resulting cancellation, restocking, re-engineering or additional costs, and any resulting delay does not count against Arvica's delivery milestones.

4.3 Arvica may substitute components of equal or better specification (for example a different but equivalent server vendor, switch or cable model) where needed to meet the delivery schedule or due to supplier unavailability, provided the substitution does not materially reduce the agreed GPU model and count, GPU memory, fabric bandwidth or acceptance criteria. Arvica will notify Customer in writing of any substitution before installation. All Dedicated Infrastructure will be new and unused when delivered, and not refurbished.

5. Delivery and delays

5.1 Arvica will use reasonable endeavours to achieve the target Commencement Date in the Capacity Order and will provide regular progress updates. Target dates are estimates dependent on manufacturer allocation, logistics, customs and Hosting Site readiness.

5.2 If the Commencement Date is delayed by an event outside Arvica's reasonable control (including manufacturer allocation changes, shipping or customs delays, or export licence requirements, but not delays of the Hosting Site or its Site Provider), the target date is extended by the period of delay. Arvica will notify Customer promptly and propose a revised schedule.

5.3 If the Dedicated Infrastructure is not accepted by the long-stop date in the Capacity Order (as extended under clause 5.2, but not by more than ninety (90) days in total), Customer may terminate the affected Capacity Order by notice. Arvica will then refund the Advance Payment and security within thirty (30) days, with interest at the rate in clause 8.6 from the date each amount was paid, and neither Party has any further liability for the delay. This is Customer's sole remedy for delay.

5.4 Where the Capacity Order provides for delivery in phases, each phase is accepted and billed separately, and the Minimum Term for each phase runs from that phase's Commencement Date unless the Capacity Order provides a common end date.

6. Acceptance

6.1 When the Dedicated Infrastructure (or a phase) is installed, Arvica will run the acceptance tests in the Capacity Order, which must include GPU count and model verification, GPU diagnostics, multi-node NCCL bandwidth tests, fabric and storage performance, internet connectivity and remote access, each with numeric pass thresholds stated in the Capacity Order, and give Customer a Ready for Service notice with the results.

6.2 Customer has ten (10) Business Days after the notice to report in writing any objective failure to meet the acceptance criteria, with supporting evidence. Arvica will remedy notified failures and re-test.

6.3 Acceptance occurs on the earliest of: (a) Customer's written acceptance; (b) expiry of the period in clause 6.2 without a compliant failure notice; or (c) Customer's use of the infrastructure for production workloads. Minor defects that do not materially impair use (other than a faulty GPU, which Arvica must replace before acceptance) do not prevent acceptance and will be remedied under the SLA, with fees for affected nodes abated until remedied.

7. Term and renewal

7.1 Each Capacity Order continues for the Minimum Term from its Commencement Date. Customer may not terminate a Capacity Order for convenience during the Minimum Term. This Agreement remains in force while any Capacity Order is in effect.

7.2 Customer may renew for a further period by giving written notice at least ninety (90) days before expiry, at the renewal fee stated in the Capacity Order or, if none, a fee agreed in writing. If neither Party gives notice of non-renewal at least ninety (90) days before expiry, the Capacity Order continues month to month at the Monthly Fee applying in the last month of the Minimum Term until terminated by either Party on sixty (60) days' notice.

7.3 **Purchase option.** If stated in the Capacity Order, Customer may elect, by notice at least sixty (60) days before the end of the Minimum Term, to purchase the Dedicated Infrastructure at the end of the term for the buyout price stated in the Capacity Order, on an as-is basis, subject to full payment of all amounts due and any applicable export control requirements.

8. Fees, payment and security

8.1 **Monthly Fee.** Customer must pay the Monthly Fee for each month of the Minimum Term from the Commencement Date, monthly in advance, regardless of utilisation. Unless the Capacity Order states otherwise, fees are in US dollars and exclusive of GST, VAT and similar taxes.

8.2 **Advance Payment.** Customer must pay the Advance Payment stated in the Capacity Order, which by default is the greater of (a) 25% of the Total Contract Value and (b) three (3) Monthly Fees, within five (5) Business Days of signing, or in the milestone instalments stated in the Capacity Order. The Advance Payment is a prepayment of fees and, unless the Capacity Order states that escrow does not apply, is paid into escrow under clause 8.3. It is non-refundable except as expressly provided in clauses 3.2, 5.3, 13.2, 13.4(a), 15.2 and 15.3, and is applied against the Monthly Fees for the final months of the Minimum Term unless the Capacity Order specifies a different application.

8.3 **Escrow.** Unless the Capacity Order states that escrow does not apply, the Advance Payment will be paid to an escrow agent or a solicitor's trust account agreed by the Parties, and released only to pay Arvica's hardware supplier for the Dedicated Infrastructure, directly against the binding purchase order or supplier invoice (or to Arvica on evidence that Arvica has paid that supplier), with copies to Customer. Escrow fees are shared equally unless otherwise agreed.

8.4 **Security.** Before the Hardware Order Date, Customer must provide the security stated in the Capacity Order. By default this is an unconditional, irrevocable bank guarantee or standby letter of credit from a bank acceptable to Arvica, equal to three (3) Monthly Fees and valid until three (3) months after the end of the Minimum Term. With Arvica's agreement, Customer may instead provide a cash security deposit of the same amount or a guarantee from Customer's parent company in a form acceptable to Arvica. Arvica may draw on the security for any overdue amount, and Customer must restore it within ten (10) Business Days. Unapplied security is returned within thirty (30) days after the term ends and all amounts are paid. A cash security deposit is not held on trust, may be held with Arvica's own funds and does not bear interest.

8.5 **Credit review.** Arvica may request Customer's financial statements annually and on reasonable grounds. If Customer's financial position materially deteriorates, Arvica may require additional security of up to three (3) further Monthly Fees.

8.6 **Payment terms.** Arvica will invoice each Monthly Fee at least fifteen (15) days before the start of the relevant month, and the invoice is payable by the first day of that month (or, for other invoices, within fifteen (15) days of issue), by bank transfer, without set-off, counterclaim or deduction. Overdue amounts accrue interest at 1% per month (or the maximum lawful rate, if lower), and Customer must reimburse reasonable collection costs. Customer may dispute an invoice in good faith within ten (10) Business Days, but must pay undisputed amounts when due.

8.7 **Taxes and withholding.** If GST, VAT or similar tax applies, Customer must pay it in addition to the fees. If Customer is required by law to withhold any tax, Customer must gross up the payment so that Arvica receives the full amount it would have received without the withholding, and provide evidence of payment to the tax authority. The Parties will cooperate to apply available treaty relief.

8.8 **Pass-through charges.** Fees are fixed for the Minimum Term, except that Arvica may pass through, at cost and on thirty (30) days' notice with supporting evidence: (a) increases in electricity charges at the Hosting Site above the baseline stated in the Capacity Order, if the Capacity Order states that power is a pass-through item, capped at ten percent (10%) of the power component of the Monthly Fee in any twelve (12) month period (if Arvica requires a larger increase, Customer may accept it or terminate the affected Capacity Order on thirty (30) days' notice without liability under clause 13.3); and (b) new or increased taxes, duties or government charges.

9. Service levels and maintenance

9.1 The SLA for each Capacity Order will be completed and signed at the same time as the Capacity Order, and no Advance Payment is payable until it is signed. It will set out availability measurement, maintenance windows, incident response, hardware replacement targets, service credits and the chronic-failure termination threshold.

9.2 Arvica will maintain manufacturer warranty and support for the Dedicated Infrastructure (or equivalent support) for the Minimum Term and, where stated in the Capacity Order, hold on-site spare parts. Failed components will be replaced within the target times in the SLA.

9.3 Service credits are a price adjustment, calculated on the Monthly Fee for the affected nodes and capped in any month at the percentage of that month's Monthly Fee stated in the SLA (by default, 30%). Together with the termination right in clause 13.2(c), they are Customer's sole remedy for availability and performance failures, except for fraud, wilful misconduct or liability that cannot lawfully be excluded. Arvica will calculate credits from its monthly availability report and apply them automatically to the next invoice, and Customer may dispute the report within thirty (30) days after receiving it. Credits that cannot be applied because the term has ended are paid to Customer within thirty (30) days.

9.4 Planned maintenance, firmware updates and security patches to the layers Arvica manages will be performed in agreed maintenance windows with notice under the SLA, except for emergency work needed to protect safety, security or the infrastructure.

10. Ownership, title and financing

10.1 Arvica (or its financier or lessor) owns the Dedicated Infrastructure at all times. Customer acquires only a right to use it under this Agreement and has no right, title or interest in the equipment, except under an exercised purchase option under clause 7.3.

10.2 Customer must not, and must not permit any person to, create or claim any security interest, lien or other encumbrance over the Dedicated Infrastructure. To the extent the Personal Property Securities Act 2009 (Cth) or any similar law applies, Customer consents to Arvica registering any interest it considers appropriate and waives its rights to receive notices to the extent permitted by law.

10.3 Arvica may finance, lease, assign by way of security or otherwise grant interests in the Dedicated Infrastructure and its rights to receive payment under this Agreement. Customer will, on reasonable request, sign an acknowledgement or estoppel letter in favour of Arvica's financier confirming the status of this Agreement and directing payments as notified. A financier's rights do not reduce Customer's rights to use the Services while Customer is not in default. Arvica will use commercially reasonable efforts to procure from each financier a written non-disturbance undertaking in favour of Customer to the same effect.

10.4 Customer must not physically access, move, modify or tamper with the Dedicated Infrastructure, except as permitted by the Hosting Site rules and agreed by Arvica in writing.

11. Compliance, export controls and use

11.1 **Due diligence.** Before the Hardware Order Date and on reasonable request afterwards, Customer will provide information reasonably required by Arvica, its suppliers, manufacturers or financiers to verify Customer's identity, ultimate beneficial ownership, end users and intended use, including any end-user or end-use statement required by the GPU manufacturer or applicable export control law.

11.2 **Export controls and sanctions.** Customer represents and undertakes that: (a) it and its owners and end users are not listed on, or owned or controlled by a person listed on, any applicable sanctions or restricted-party list (including those administered by Australia, the United Nations, the United States, the United Kingdom and the European Union); (b) it will not permit access to or use of the Dedicated Infrastructure, directly or remotely, by or for the benefit of any such person or any country or region subject to comprehensive sanctions; and (c) it will not use the infrastructure for any end use prohibited by applicable export control laws.

11.3 If Arvica reasonably believes continued supply would breach sanctions or export control law or a manufacturer requirement based on such law, Arvica may suspend the Services immediately. If the matter results from Customer's breach of clause 11.1 or 11.2 and is not resolved within ten (10) Business Days, Arvica may terminate under clause 13.1 and clause 13.3 applies. If it results from a change in law not caused by either Party, clause 15.3 applies.

11.4 Customer must comply with Schedule 4, applicable laws and the Hosting Site's rules notified to it. Customer is responsible for its users, workloads, licences and Customer Data.

12. Security, data and confidentiality

12.1 Each Party's security responsibilities are set out in Schedule 3. Customer owns Customer Data. Arvica will access Customer's environment only as needed to provide the Services, as requested by Customer, or as required by law, and will not use Customer Data for any other purpose.

12.2 Approved locations, remote support locations and any data-residency commitments are set out in item 6 of Schedule 3, as completed for the Capacity Order. Arvica will not relocate the Dedicated Infrastructure to another facility without Customer's prior written consent (not to be unreasonably withheld where the new facility is in the same country and of equal or better standard), except in an emergency.

12.3 Each Party will comply with privacy and data protection laws applicable to it, and will execute a DPA where legally required.

12.4 At the end of the term, Customer has the export window in the Capacity Order (by default, fourteen (14) days) to retrieve Customer Data. Arvica will then securely erase all storage media in the Dedicated Infrastructure using a recognised data sanitisation standard and, on request, provide a certificate of erasure. Customer may, at its cost, purchase and take the storage drives instead.

12.5 Each Party must protect the other's confidential information (including pricing, Build Specifications and supplier information) using reasonable care, and use it only for this Agreement, for the term and three (3) years afterwards. Usual exceptions apply for information that is public, independently developed, lawfully received from a third party or required to be disclosed by law. Arvica may disclose this Agreement and Customer's payment record to its actual or prospective financiers under confidentiality obligations.

12.6 Each Party retains its intellectual property. Customer retains all rights in Customer Data, models and applications.

13. Default and termination

13.1 **By Arvica.** Arvica may suspend the Services if any amount (other than an amount disputed in good faith under clause 8.6) is more than fourteen (14) days overdue and remains unpaid five (5) Business Days after Arvica gives written notice of intended suspension. Arvica may terminate a Capacity Order (or all Capacity Orders) by notice if: (a) any amount (other than an amount disputed in good faith) remains unpaid thirty (30) days after its due date; (b)

Customer fails to provide or restore security when required; (c) Customer commits any other material breach not remedied within fifteen (15) Business Days after notice; (d) Customer breaches clause 11.1 or 11.2; or (e) Customer becomes insolvent, enters administration or liquidation, or ceases business.

13.2 **By Customer.** Customer may terminate a Capacity Order by notice if: (a) Arvica commits a material breach not remedied within fifteen (15) Business Days after notice; (b) Arvica becomes insolvent, enters administration or liquidation, or ceases business; or (c) the chronic-failure threshold in the SLA is met. Arvica will then refund prepaid fees for any period after termination and the unapplied Advance Payment and security, and Customer will pay fees accrued up to termination. Customer has no other liability for the remaining term in that case.

13.3 **Consequences of Customer default.** If Arvica terminates under clause 13.1, all amounts become immediately due and Customer must pay, as a debt and a genuine pre-estimate of Arvica's loss given its capital commitment: (a) all accrued and unpaid amounts and interest; plus (b) the Monthly Fees for the remainder of the Minimum Term, discounted to present value at 5% per annum; less (c) the net amount Arvica actually receives, during the remainder of the Minimum Term, from remarketing the Dedicated Infrastructure to other customers or selling it, after deducting its reasonable costs of doing so. Arvica must act reasonably to mitigate and may apply the Advance Payment and security against these amounts. Where Customer has paid the amount in paragraph (b), Arvica will account to Customer every three (3) months for the net proceeds in paragraph (c), with supporting statements, and refund them up to the amount paid.

13.4 **Cancellation before the Commencement Date.** Customer may cancel a Capacity Order by notice at any time before the Commencement Date. If Customer cancels (or Arvica terminates under clause 13.1) before the Commencement Date:

(a) before the Hardware Order Date: Customer must pay Arvica's reasonable costs incurred to the date of cancellation (including design work and supplier deposits that cannot be recovered), and Arvica will refund the balance of the Advance Payment and security;

(b) on or after the Hardware Order Date: Customer must pay a cancellation fee equal to the greater of (i) all Committed Costs, less the net proceeds actually received by Arvica within six (6) months from cancelling, returning, reselling or redeploying the Dedicated Infrastructure, plus 10% of those Committed Costs; and (ii) the cancellation fee schedule (if any) in the Capacity Order. The cancellation fee will not exceed the Total Contract Value; and

(c) Arvica must give Customer a statement of any amount claimed under clause 13.3 or this clause 13.4, including Committed Costs and net proceeds, with supporting invoices and calculations.

13.5 On expiry or termination, Arvica will stop future billing, issue a final reconciled invoice, provide the export window and erase data under clause 12.4. Clauses intended to survive (including payment, confidentiality, liability, ownership and dispute resolution) continue.

14. Liability

14.1 Subject to clause 14.3, each Party's aggregate liability arising out of or in connection with a Capacity Order (in contract, tort including negligence, statute or otherwise) is limited to the greater of (a) the fixed amount stated in the Capacity Order and (b) all amounts paid or payable by Customer under that Capacity Order in the twelve (12) months preceding the event giving rise to the claim, including the Advance Payment and any cash security.

14.2 Neither Party is liable for indirect or consequential loss, loss of profit, revenue, opportunity, goodwill or data (except loss of Customer Data caused by Arvica's gross negligence or wilful misconduct), or the cost of procuring substitute services.

14.3 Clauses 14.1 and 14.2 do not limit: (a) Customer's obligation to pay fees, interest and amounts under clauses 8 and 13; (b) liability for fraud or wilful misconduct; (c) Customer's liability for breach of clauses 10.2, 10.4, 11.1, 11.2 or Schedule 4; (d) Customer's liability for physical loss of or damage to the Dedicated Infrastructure caused by Customer or its personnel; or (e) liability that cannot lawfully be limited.

14.4 Customer indemnifies Arvica against third-party claims (including by manufacturers, Site Providers, financiers and regulators) arising from Customer Data, Customer's workloads or Customer's breach of clause 11 or Schedule 4. Arvica indemnifies Customer against third-party claims that Arvica's own software or materials infringe intellectual property rights, subject to clause 14.1.

14.5 Nothing in this Agreement excludes any right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law where it applies.

15. Insurance and force majeure

15.1 Arvica will insure the Dedicated Infrastructure against physical loss and damage for its replacement value (or as required by its financier) and maintain public liability and professional indemnity insurance. Customer will maintain insurance customary for its business.

15.2 If the Dedicated Infrastructure is destroyed or substantially damaged other than through Customer's fault, Arvica will either replace it within a reasonable period (with fees abated for affected capacity in the meantime) or, if replacement is not commercially reasonable, terminate the affected Capacity Order and refund prepaid amounts for the remaining term.

15.3 A Party is excused from affected performance to the extent prevented by an event beyond its reasonable control (including natural disaster, epidemic, war, terrorism, government action, change in law, sanctions or export restrictions). This does not include a power, cooling or network failure that the Hosting Site's redundant design under clause 2.5 is intended to withstand, or a failure of a Site Provider, subcontractor or supplier engaged by Arvica unless it is itself caused by such an event. Payment obligations for Services actually available are not excused. If the event prevents substantially all of the Services for more than sixty (60) consecutive days, either Party may terminate the affected Capacity Order; Customer will pay fees accrued to that date, and Arvica will refund prepaid amounts for the remaining term. If termination results from a change in law or export restriction preventing supply: (a) if it arises from Customer's identity, ownership, location, end users or intended use, Customer must pay Arvica's unrecovered Committed Costs; and (b) otherwise, Arvica will refund the unapplied Advance Payment and return the security, and each Party bears its own costs.

16. Disputes and general

16.1 The Parties will first escalate a dispute to senior representatives for good-faith negotiation for fifteen (15) Business Days. Either Party may seek urgent injunctive relief, and either Party may bring proceedings for unpaid amounts in any competent court.

16.2 This Agreement is governed by the laws of Victoria, Australia. If Customer is incorporated in Australia, the courts of Victoria have exclusive jurisdiction. Otherwise, any dispute not resolved under clause 16.1 will be finally resolved by arbitration administered by the Australian Centre for International Commercial Arbitration under its Arbitration Rules, seated in Melbourne, before one arbitrator, in English, unless the Capacity Order specifies another institution or seat.

16.3 Customer may not assign or transfer this Agreement without Arvica's prior written consent. Arvica may assign or novate this Agreement, or any right to payment, to an affiliate, financier, lessor or purchaser of the relevant business or equipment on notice to Customer, provided the assignee or novatee agrees in writing to assume Arvica's obligations, including to refund the Advance Payment and return the security. Customer must notify Arvica promptly of any change in its control.

16.4 Notices must be in writing to the addresses in the Capacity Order. Email notices are received when sent unless a delivery failure is received, and a notice of breach, suspension or termination must also be sent to the legal notices contact in the Capacity Order. This Agreement, its Schedules and Capacity Orders are the entire agreement on their subject matter. Variations must be in writing signed by both Parties. Invalid provisions are severed to the minimum extent necessary. No waiver is effective unless in writing. Electronic signatures and counterparts are permitted. If this Agreement is translated, the English version prevails.

EXECUTION

Executed as an agreement.

ARVICA AI HOLDINGS PTY LTD (ACN 702 257 761; ABN 30 702 257 761), trading as Arvica Cloud, executed in accordance with section 127 of the Corporations Act 2001 (Cth)

Signature of director: _____ Name: _____

Signature of director / company secretary: _____ Name: _____

Date: _____

CUSTOMER — legal name: _____

Registration number and jurisdiction: _____ Tax ID (if applicable): _____

Registered address: _____

Signature: _____ Name and title: _____ Date: _____

If Customer signs through an attorney or authorised signatory, a copy of the power of attorney or board authority must be attached.

SCHEDULE 1 — CAPACITY ORDER

Customer: _____ (legal name, registration number and country) | Provider: ARVICA AI HOLDINGS PTY LTD (ACN 702 257 761), trading as Arvica Cloud

Capacity Order No.: _____ Capacity Order Date: _____

Commercial / technical parameter	Agreed specification
GPU platform and model	[e.g. NVIDIA HGX B300 8-GPU / DGX B300]; new and unused
Server vendor and model	[e.g. Supermicro AS-____; or equivalent under clause 4.3]
Number of GPU nodes / total GPUs	[e.g. 8 nodes / 64 GPUs]
Per-node configuration	[CPU, system RAM, local NVMe, NICs]
Compute fabric	[InfiniBand / RoCE; bandwidth per GPU; rail-optimised; non-blocking; switch model]
CPU / management nodes	[Count and specification]
Shared storage	[Type, usable capacity, throughput; or none]
Internet connectivity	[Committed bandwidth; IP addresses; DDoS protection]
Software stack and handover layer	[Bare metal with OS image / drivers + CUDA / Slurm / Kubernetes]
Hosting Site	[Operator, facility and city]; meets clause 2.5 Hosting Standard; cooling: [air / liquid]
Remote access method	[VPN / bastion; BMC access: yes / no]
Phases (if any)	[Phase 1: ___ nodes; Phase 2: ___ nodes]
Target Commencement Date / long-stop date	[Dates]
Acceptance tests (clause 6)	[Attach test plan with numeric pass thresholds: GPU diagnostics, burn-in ___ hours, NCCL all-reduce ≥ ___ GB/s, storage, network]
Minimum Term	[12 / 24 / 36] months from Commencement Date (minimum 12)
Monthly Fee	[USD ___ per month; power component USD ___]
One-off charges	[Installation / custom engineering; or none]
Total Contract Value	[USD ___]
Advance Payment (clause 8.2)	[USD ___ (default greater of 25% of TCV and 3 Monthly Fees)]; [on signing / milestones]; escrow: [yes (default) / no]
Security (clause 8.4)	[Bank guarantee (default) / cash deposit / parent guarantee]; amount USD ___ (default 3 Monthly Fees)
Cancellation fee schedule (clause 13.4)	[Before Hardware Order Date: costs capped at USD ___; on or after: per clause 13.4(b)]
Pass-through items (clause 8.8)	[Power: baseline ___ c/kWh; cap 10% of power component per 12 months; or none]
Renewal fee / purchase option	[Renewal USD ___ / month; buyout price USD ___ or not offered]
Billing currency, payment terms and tax	[USD; invoiced 15 days ahead, due 1st of month; GST / withholding position]
Liability cap fixed amount (clause 14.1(a))	[USD ___]
Data types / DPA	[Personal / regulated / export-controlled: yes / no; DPA: yes / no]
Data export window	[Default 14 days]
Contacts	[Commercial, technical, billing, escalation, legal notices — for each Party]

Binding order condition. This Capacity Order binds the Parties when signed by both, together with the SLA in Schedule 2 completed for it. Arvica's obligation to order hardware is conditional on receipt of the Advance Payment, the security and completion of due diligence under clause 3.2.

For Arvica: _____ Date: _____

For Customer (name / title): _____ Date: _____

SCHEDULE 2 — SERVICE LEVEL AGREEMENT

SLA reference / Capacity Order: _____ | Measurement timezone: UTC unless stated | Signed with the Capacity Order; service levels apply from the Commencement Date

SLA subject	Contracted measurement and remedy
Covered components	[GPU nodes / compute fabric / storage / internet / management access]
Availability target	[e.g. 99.5% per node per month; downtime definition; exclusions]
Hardware replacement	[e.g. GPU or node fault restored within ___ hours with on-site spares; ___ Business Days where parts must be shipped]
Fabric incident	[Restoration target]
Severity 1 response	[e.g. acknowledgement 30 min; updates every 2 h; 24/7]
Maintenance windows	[Notice period; maximum hours per month]
Service credits	[Threshold → % of affected node's Monthly Fee; monthly cap 30%; applied automatically from monthly report]
Chronic failure threshold	[e.g. availability below ___% in 3 consecutive months or 4 months in any 12]
Reporting	[Monthly availability and incident report]
Exclusions	[Customer software and configuration; customer-caused faults; agreed maintenance; suspension for non-payment; force majeure as limited by clause 15.3]
Support channel	[24/7 ticket + phone; escalation contacts]

This Schedule applies only when completed and signed as part of a Capacity Order.

Arvica initials: _____ Customer initials: _____

SCHEDULE 3 — RESPONSIBILITY MATRIX AND DATA HANDLING

1. **Arvica (and its Site Provider):** facility, power, cooling and physical security; hardware installation, warranty and replacement; firmware and BMC; physical cabling and compute fabric; switch configuration; internet transit; hardware monitoring; and, if included in the Capacity Order, the base OS image, drivers and orchestration layer.
2. **Customer:** everything above the agreed handover layer, including operating system administration (where self-managed), user accounts and credentials, MFA for its users, applications, containers, models, datasets, backups, workload security and lawful use.
3. **Access:** Customer accesses the Dedicated Infrastructure through the method in the Capacity Order. Arvica personnel access Customer's environment only for agreed support tasks, at Customer's request, or for emergency security or safety reasons, and such access is logged.
4. **Monitoring:** Arvica may run out-of-band hardware monitoring (for example BMC, GPU health and fabric telemetry) that does not access Customer Data. Any in-band agent requires Customer's consent.
5. **Security incidents:** each Party will notify the other without undue delay of a confirmed incident affecting the other's data or infrastructure, and cooperate on containment and legally required notifications. Notification target: [72 hours unless a shorter period is stated here or required by law].
6. **Data locations:** hosting country: _____; remote support countries: _____. No other data-residency commitment is given unless stated here.
7. **End of term:** export window [14 days]; erasure standard [e.g. NIST SP 800-88 purge]; certificate of erasure on request; option for Customer to purchase drives: [yes / no].

Arvica initials: _____ Customer initials: _____

SCHEDULE 4 — ACCEPTABLE USE PRINCIPLES

1. Customer must use the Dedicated Infrastructure only for lawful, authorised computing activity and comply with applicable sanctions, export control, cyber-security and intellectual-property laws.
2. Customer must not use the infrastructure for unauthorised access, credential theft, denial-of-service attacks, malware, illegal content, infringement or interference with third-party systems, or cryptocurrency mining unless expressly permitted in the Capacity Order.
3. Customer must not permit access by persons restricted under clause 11.2, and must not evade security controls or geographic restrictions.
4. Customer must not resell, sublicense or provide access to third parties (other than its affiliates and contractors acting for it) without Arvica's written consent. Customer remains responsible for all permitted users.
5. Customer must not attempt to modify firmware, BMC settings or hardware, or exceed the power or thermal limits notified by Arvica.