ARVICA CLOUD

MASTER SERVICES AGREEMENT — ENTERPRISE GPU COMPUTE SERVICES

Standard terms · Version 1.0 · Published at arvica.ai/legal

This Master Services Agreement (**Agreement**) 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 organisation identified as Customer in the Execution section of this Agreement or in a Service Order that incorporates this Agreement (**Customer**).

Arvica and Customer are each a **Party** and together the **Parties**.

1. How this Agreement applies

1.1 **Acceptance.** Customer accepts this Agreement by: (a) signing the Execution section, by hand or electronically; or (b) signing a Service Order that states it is governed by this Agreement. The person accepting for Customer warrants that they are authorised to bind Customer. This Agreement takes effect on the date Arvica countersigns the Execution section or the first Service Order (**Effective Date**).

1.2 **Standard terms.** This Agreement is Arvica's standard form, published at arvica.ai/legal. The version that applies to Customer is the version in force on the Effective Date. Arvica may publish a new version from time to time. A new version applies to Customer only for Service Orders signed after Customer has agreed to it in writing or by signing a Service Order that refers to it. Existing Service Orders continue under the version that applied when they were signed.

1.3 **Service Orders.** Arvica supplies GPU compute and related services under Service Orders in the form of Schedule 1. Each Service Order records the configuration, locations, fees, term, acceptance tests, service levels and any other terms specific to that order. Signing this Agreement alone does not purchase or reserve any capacity.

1.4 **Relationship with online terms.** For services covered by a Service Order, this Agreement prevails over Arvica's online Terms of Service. Arvica's Acceptable Use Policy and Privacy Policy published at arvica.ai/legal continue to apply to the extent consistent with this Agreement.

1.5 **Order of precedence.** If documents conflict, the following order applies: (a) a signed Service Order, but only for terms it expressly states override this Agreement; (b) any signed Data Processing Agreement (**DPA**), for personal data matters; (c) the SLA, for service levels and service credits; (d) this Agreement; (e) Schedule 3; and (f) Schedule 4. Web pages, quotations, marketing materials and third-party terms do not amend a signed Service Order unless incorporated in writing.

2. Definitions

2.1 In this Agreement:

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

(b) **Capacity Confirmation** means Arvica's written confirmation under clause 4.1 that the resources and Service Term in a Service Order have been secured.

(c) **Capacity Confirmation Long-stop Date** means the latest date for Capacity Confirmation stated in the Service Order.

(d) **Complex Cluster Order** means a Service Order designated as requiring multi-node fabric, topology or other cluster-level acceptance testing. Any other order is a **Standard Order**.

(e) **Contracted Monthly Fee** means the fixed monthly fee for Reserved or Dedicated Capacity stated in a Service Order.

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

(g) **Data Protection Laws** means the privacy and data protection laws that apply to a Party and the relevant processing, including the Privacy Act 1988 (Cth) where applicable.

(h) **Dedicated Capacity** means specified physical resources reserved exclusively for Customer for a Service Term. **Reserved Capacity** means capacity committed to Customer for a Service Term, whether or not physically dedicated.

(i) **Infrastructure Provider** means a third-party data centre, hardware owner, infrastructure, network or cloud provider that Arvica engages to deliver the Services.

(j) **Initial Payment** means the first billing period's charges, any security and any approved reservation fee required by a Service Order before Capacity Confirmation.

(k) **Ready for Service** or **RFS** means the date on which the Services under a Service Order are accepted or deemed accepted under clause 5.

(l) **RFS Long-stop Date** means the latest date for RFS stated in the Service Order.

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

(n) **Service Term** means the term of a Service Order stated in it, starting on RFS.

(o) **Services** means the GPU compute, dedicated bare-metal compute, cluster interconnect, networking, storage, connectivity and any expressly ordered managed services described in a Service Order.

(p) **SLA** means the service level agreement in Schedule 2, as incorporated in a Service Order.

3. Service model

3.1 Arvica contracts with Customer as principal and is responsible to Customer for the Services it agrees to provide in each Service Order. Arvica may deliver the Services using Infrastructure Providers and subcontractors, including providers located outside Customer's country, and remains responsible for their performance under this Agreement. Ownership of GPUs and other hardware does not pass to Customer.

3.2 Any Infrastructure Provider restriction that materially affects Customer's use (for example a location, use-case or resale restriction) will be disclosed in the Service Order before signature.

3.3 The GPU model, node count, GPU memory, physical dedication, virtualisation, location, interconnect, storage, bandwidth and support features are committed only as stated in the Service Order. Arvica does not warrant a particular benchmark, throughput or training time unless it is an agreed acceptance test.

3.4 Unless the Service Order includes managed services, Customer manages its operating systems, software, applications, datasets, keys, security configuration within its environment and backups. Arvica provides the specified compute and infrastructure services.

4. Orders and Capacity Confirmation

4.1 A Service Order becomes a binding supply commitment when: (a) both Parties have signed it, with its SLA and acceptance test plan completed; (b) Arvica has received the Initial Payment in cleared funds, unless the Service Order provides otherwise; (c) Customer screening under clause 9 is complete; and (d) Arvica has issued written Capacity Confirmation. Before Capacity Confirmation, only clauses 4.2 to 4.4 and the confidentiality and compliance provisions of this Agreement apply to that order. An inventory listing or availability indication is not Capacity Confirmation.

4.2 A non-refundable reservation fee is payable only if the Service Order (or a separate signed authorisation) states its amount, purpose and refund conditions. Arvica may retain it only to the extent an Infrastructure Provider has actually and irreversibly charged it, after crediting any recovery, and Arvica will provide supporting evidence. All other amounts received before Capacity Confirmation are refundable.

4.3 If Capacity Confirmation is not issued by the Capacity Confirmation Long-stop Date, either Party may cancel the affected Service Order by notice without any charge, and Arvica will refund all refundable amounts within ten (10) Business Days.

4.4 By issuing Capacity Confirmation, Arvica confirms that it has the contractual right to provide the confirmed resources to Customer for the Service Term.

4.5 After Capacity Confirmation, neither Party may materially change the confirmed GPU model, physical dedication, quantity, GPU memory, NVLink or fabric topology, hosting location, network commitment, fees or Service Term without a change order signed by both Parties. Arvica may carry out like-for-like repair or replacement of components where this does not materially change the contracted service.

5. Delivery and acceptance

5.1 Arvica will give Customer reasonable deployment updates and prompt notice of any material delay. A target RFS date is indicative unless the Service Order states that it is committed.

5.2 Arvica will issue an RFS notice with evidence that the acceptance tests attached to the Service Order have been completed. The tests are proportionate to the ordered configuration and, where applicable, verify GPU model and count, memory, node access, physical dedication, location, NVLink/NVSwitch, inter-node fabric, network bandwidth and any agreed performance thresholds.

5.3 Customer may notify any objective material failure against the acceptance test plan, with reasonable evidence, within three (3) Business Days after the RFS notice for a Standard Order, or seven (7) Business Days for a Complex Cluster Order. Arvica will remedy notified failures within the cure period in the Service Order and re-issue the RFS notice for the affected tests.

5.4 RFS occurs on the earliest of: (a) Customer's written acceptance; (b) expiry of the period in clause 5.3 without a compliant failure notice; or (c) Customer's substantial production use of the Services, other than for testing, where no timely failure notice is outstanding. Test-only use of a Complex Cluster Order does not confirm acceptance of untested cluster functions. Defects that do not prevent substantial use are handled under the SLA.

5.5 If notified failures remain unremedied by the RFS Long-stop Date, Customer may terminate the affected Service Order and receive a refund of all amounts prepaid for undelivered Services, less any reservation fee properly retained under clause 4.2.

5.6 Recurring charges and the Service Term begin on RFS unless the Service Order states otherwise.

6. Term, renewal and changes

6.1 Each Service Order runs for its Service Term. Reserved and Dedicated Capacity is a minimum commitment for the Service Term, subject to the termination rights in clauses 5.5, 9.4, 15 and 16. This Agreement remains in force while any Service Order is in effect.

6.2 Fixed-term capacity does not renew automatically. Arvica will provide a renewal proposal at least sixty (60) days before expiry where practicable. Renewal capacity and pricing are subject to availability and written agreement.

6.3 Any change to capacity, performance, location, pricing, security or data handling must be recorded in a change order signed by both Parties, including its effective date, charges and any revised acceptance tests.

7. Fees, payment and security

7.1 **Fees.** Fees, minimum commitments, metered usage, bandwidth and setup charges and the billing currency are stated in each Service Order. Unless the Service Order states otherwise, fees are in US dollars.

7.2 **Billing.** Reserved and Dedicated Capacity is billed monthly in advance at the Contracted Monthly Fee, whether or not Customer uses it. Any per-GPU-hour figure is a pricing reference only, unless the Service Order states how it converts to the monthly fee. On-demand and metered charges are billed monthly in arrears from usage records.

7.3 **Payment.** Arvica will issue each invoice at least seven (7) Business Days before the start of the service month, and it is due seven (7) Business Days after issue. Payment is by bank transfer or another method stated in the Service Order, without set-off or deduction except as permitted by clause 7.6.

7.4 **Disputes.** Customer may dispute a charge in good faith, with written reasons, within ten (10) Business Days after the invoice is issued. Customer must pay undisputed amounts when due. A disputed amount does not attract interest, suspension or termination while it is being reasonably investigated. The Parties will promptly reconcile the charge and credit or refund any amount found to be incorrect.

7.5 **Security.** Customer must provide any security deposit, bank guarantee or standby letter of credit stated in the Service Order. If none is stated, none is payable. Arvica may apply security to undisputed overdue amounts after written notice, and Customer must restore it within seven (7) Business Days. Arvica will return unused security within thirty (30) days after the Service Term ends and all undisputed amounts are paid. Additional security may be required only if the Service Order provides for it or the Parties agree in writing.

7.6 **Taxes and withholding.** Fees exclude GST, VAT and similar transaction taxes, which Customer must pay in addition where lawfully chargeable. If Customer is required by law to withhold tax from a payment, Customer must pay such additional amount as ensures that Arvica receives the full amount it would have received without the withholding, unless the Service Order states a different treatment, and must provide evidence of payment to the tax authority. The Parties will cooperate to apply any available treaty relief or exemption.

7.7 **Late payment.** Undisputed overdue amounts accrue simple interest at one per cent (1%) per month, calculated daily (or the maximum lawful rate, if lower), and Customer must reimburse Arvica's reasonable documented costs of collection.

7.8 **Fixed pricing.** The Contracted Monthly Fee does not change during the Service Term because an Infrastructure Provider increases its price. Fees may change only for taxes or changes in law as provided in clause 7.6, or for pass-through charges expressly identified in the Service Order.

8. Service levels and support

8.1 The SLA in Schedule 2 applies to a Service Order when incorporated in it, with any variations stated in the Service Order. Cluster-wide availability, hardware replacement deadlines and fabric or network performance commitments apply only if stated in the Service Order with an objective measurement.

8.2 Under the standard SLA, Severity 1 incidents receive 24/7 ticket intake, a target acknowledgement within one (1) hour and status updates at least every four (4) hours until restoration. These are response targets, not repair deadlines.

8.3 Under the standard SLA, Arvica will give at least seventy-two (72) hours' notice of scheduled maintenance, and up to four (4) hours of scheduled maintenance per month is excluded from availability. Emergency security maintenance will be notified as soon as reasonably practicable.

8.4 Under the standard SLA, monthly service credits for an affected GPU node are 10% of its monthly fee where availability is below 99.5% but at least 99.0%, 20% where below 99.0% but at least 95.0%, and 30% where below 95.0%, capped at 30% per month. Customer must claim credits within thirty (30) days after the end of the affected month. Arvica will provide a documented calculation and apply approved credits to the next invoice, and will refund credits that remain when no further invoice is expected.

8.5 Service credits and the chronic-failure termination right in the SLA are Customer's sole remedies for failure to meet the service levels, except for fraud, wilful misconduct and rights that cannot lawfully be excluded.

9. Customer use, screening and export controls

9.1 Customer is responsible for its authorised users, workloads, licences, content and datasets, and must comply with applicable law, Schedule 4 and Arvica's Acceptable Use Policy. Customer must maintain its own access controls and credentials, promptly report suspected compromise, and not interfere with other tenants or with infrastructure management or safety systems.

9.2 **Screening.** Before Capacity Confirmation, Customer will provide its company identity, registration, address, ownership and control, authorised signatory, intended end use, end users and countries of access, as reasonably requested for know-your-customer, sanctions, export control and supplier policy screening. Arvica may request further evidence where risk indicators justify it.

9.3 **Export controls and sanctions.** Customer represents and undertakes that: (a) neither it nor its owners or end users are 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 allow access to the Services by or for the benefit of any such person, or from any country or region subject to comprehensive sanctions; (c) it will not use the Services for any end use prohibited by sanctions, export control or advanced-computing restrictions; and (d) it will comply with the location and access restrictions in the Service Order and promptly notify Arvica of any material change in the information it has provided. Eligibility is assessed on the actual product, location, parties and end use, not solely on Customer's place of incorporation.

9.4 If Arvica reasonably believes that continued supply would breach sanctions or export control law, or an Infrastructure Provider or manufacturer requirement based on that law, Arvica may suspend the affected Services immediately and, if the matter is not resolved within ten (10) Business Days, terminate the affected Service Order. If the cause is Customer's breach of clause 9.2 or 9.3, clause 16.4 applies. Otherwise neither Party is liable to the other for the suspension or termination, and Arvica will refund prepaid charges for undelivered Services.

10. Security and data

10.1 Each Party's security responsibilities are described in Schedule 3. Each Party will maintain reasonable technical and organisational security measures for the responsibilities it holds. Any certification that is material to Customer must be identified in the Service Order; none is implied.

10.2 Customer owns Customer Data. Arvica receives only the rights needed to provide and support the Services, and will not sell Customer Data or use it to train AI models.

10.3 Each Service Order records the approved hosting and backup locations and the countries from which remote support may be provided. Arvica will not change those locations without Customer's prior written agreement and any required DPA amendment.

10.4 Each Party will comply with the Data Protection Laws that apply to it. The Parties will sign a DPA where required. Customer will state in the Service Order whether personal, regulated or export-controlled data will be processed, and must not upload such data until any required DPA and approved locations are in place.

10.5 Unless backup or disaster recovery services are ordered, Customer is responsible for its own backups. Customer must export its data before the Service Term ends, unless the Service Order provides a post-term export window, in which case that window applies. Arvica will then delete Customer Data in accordance with Schedule 3 and confirm deletion on request.

11. Confidentiality and intellectual property

11.1 Each Party must protect the other's non-public business, pricing, supplier, technical and security information (**Confidential Information**) with reasonable care, and disclose it only to personnel, advisers, financiers and subcontractors who need to know it and are bound by confidentiality obligations. The identity and terms of Arvica's Infrastructure Providers are Arvica's Confidential Information, except where disclosure is required by Data Protection Laws or agreed in the Service Order. These obligations continue for three (3) years after this Agreement ends.

11.2 Clause 11.1 does not apply to information that is independently developed, lawfully known without restriction, public through no breach, or lawfully received from a third party. A Party may disclose information where required by law, with prior notice where lawful and practicable.

11.3 Each Party retains its own intellectual property. Customer retains all rights in Customer Data, models and applications, and Arvica retains all rights in its platform, tools and materials. No other licence is granted.

11.4 During each Service Term and for twelve (12) months afterwards, neither Party will knowingly solicit for employment the other's personnel directly involved in the Services, other than through general advertising.

12. Warranties

12.1 Each Party warrants that it has authority to enter into this Agreement and will perform its obligations with reasonable care and skill.

12.2 Except as expressly stated in this Agreement, a Service Order or the SLA, and to the extent permitted by law, all other warranties and representations are excluded. Neither Party guarantees any commercial result, training outcome or model accuracy.

12.3 Nothing in this Agreement excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law where it applies. Where Arvica's liability for a non-excludable guarantee can be limited, it is limited to supplying the Services again or paying the cost of having them supplied again.

13. Liability and indemnities

13.1 Subject to clause 13.3, each Party's total liability arising out of or in connection with a Service Order, whether in contract, tort (including negligence), statute or otherwise, is limited to twelve (12) times that Service Order's Contracted Monthly Fee, or a different amount stated in the Service Order. For a Service Order without a Contracted Monthly Fee, the limit is the fees paid or payable under that Service Order in the twelve (12) months before the event giving rise to the claim. For claims under this Agreement that do not arise from a Service Order, each Party's total liability is limited to the greater of AUD 50,000 and the fees paid or payable under all Service Orders in the twelve (12) months before the event giving rise to the claim.

13.2 Neither Party is liable for indirect or consequential loss, or for loss of profit, revenue, anticipated savings, business opportunity, goodwill or data, or the cost of substitute services, except to the extent covered by an indemnity in clause 13.4.

13.3 The limits in clauses 13.1 and 13.2 do not apply to: (a) fraud or wilful misconduct; (b) Customer's obligation to pay fees, interest and amounts under clauses 7 and 16.4; or (c) liability that cannot lawfully be limited. An Infrastructure Provider's limitation of liability does not reduce Arvica's obligations to Customer.

13.4 Customer indemnifies Arvica against third-party claims (including by Infrastructure Providers and regulators) arising from Customer Data, Customer's breach of clause 9 or Schedule 4, or infringement by materials Customer supplies. Arvica indemnifies Customer against third-party claims that Arvica's own platform or materials infringe intellectual property rights, subject to clause 13.1. Each indemnity is subject to prompt notice, reasonable cooperation and the indemnifying Party's control of the defence.

13.5 Each Party's liability is reduced to the extent the other Party caused or contributed to the loss or failed to take reasonable steps to mitigate it.

14. Insurance

14.1 Each Party will maintain insurance customary and appropriate for its business. Any specific policy or limit that is material to an order will be stated in the Service Order. Certificates of currency may be requested on reasonable notice.

15. Infrastructure Provider failure and force majeure

15.1 Arvica will promptly notify Customer of a material Infrastructure Provider disruption and use commercially reasonable efforts to restore the Services. An outage after RFS remains subject to the SLA, whether or not the fault originated with an Infrastructure Provider.

15.2 If, after Capacity Confirmation, an Infrastructure Provider stops making confirmed resources available (including through insolvency, contract termination or withdrawal from a location), Arvica will propose a restoration or replacement within the replacement window stated in the Service Order, or fifteen (15) Business Days if none is stated. A replacement that materially changes the GPU model, location, dedication or cluster fabric requires Customer's written consent and any necessary re-acceptance. If no accepted restoration occurs within that window, either Party may terminate the affected capacity by notice, and Arvica will refund prepaid charges for undelivered Services and the unused security, together with any SLA credits due.

15.3 A Party is excused from affected performance only to the extent prevented by an event beyond its reasonable control that it could not reasonably avoid or overcome, including natural disaster, epidemic, war, terrorism, government action, change in law, sanctions or export restrictions, and regional power or network failure. A qualifying event affecting an Infrastructure Provider may qualify on the same basis, but an Infrastructure Provider's commercial withdrawal, price increase, non-renewal, insolvency or under-procurement does not by itself qualify. Accrued payment obligations are not excused. The affected Party must give prompt notice and take reasonable steps to mitigate. If the event continues for thirty (30) consecutive days, either Party may terminate the affected Service Order, paying only for Services actually delivered.

16. Suspension and termination

16.1 **Suspension.** Arvica may suspend only the affected Services: (a) immediately, where reasonably necessary to address an imminent security, legal or infrastructure threat, or under clause 9.4, with notice where practicable; or (b) for non-payment, where an undisputed amount remains unpaid more than seven (7) days after its due date and is still unpaid three (3) Business Days after written notice stating the amount and the proposed suspension. Arvica will limit any suspension to what is reasonably necessary and restore the Services promptly once the cause is resolved. Charges for committed capacity continue during a valid suspension for non-payment.

16.2 **Termination for breach.** Either Party may terminate an affected Service Order by notice for a material breach not remedied within fifteen (15) Business Days after written notice, or immediately for a breach that cannot be remedied. For non-payment, Arvica may terminate only where an undisputed amount remains unpaid at least fifteen (15) days after its due date and three (3) Business Days after a written final notice. Either Party may terminate if the other becomes insolvent, enters administration or liquidation, or ceases business, subject to applicable law.

16.3 **No termination for convenience.** Neither Party may terminate fixed-term Reserved or Dedicated Capacity for convenience during its Service Term. This does not affect the termination rights in clauses 4.3, 5.5, 9.4, 15 and 16.2 or the chronic-failure right in the SLA.

16.4 **Early termination charges.** If a fixed-term Service Order ends early because of Customer's unremedied material breach, non-payment or repudiation, Customer must pay: (a) all accrued unpaid charges; and (b) Arvica's reasonable, documented direct net loss from the early termination, including unavoidable Infrastructure Provider commitments and lost net contracted margin, reduced by costs avoided and amounts recovered by reallocating or reselling the released resources. Arvica must take reasonable steps to mitigate and provide an itemised reconciliation. The amount in paragraph (b) must not exceed the recurring charges that would have fallen due for the rest of the Service Term,

plus any reservation fee approved under clause 4.2 and not already recovered. Invoiced amounts are payable within fourteen (14) days, subject to a good-faith documented dispute.

16.5 **Effect of termination.** On expiry or termination, Arvica will stop future billing, issue a final reconciled invoice, provide reasonable export assistance during any export window and delete or return Customer Data under Schedule 3 and any DPA. Accrued rights and clauses intended to survive continue.

17. Disputes and general

17.1 The Parties will first refer a dispute to senior representatives for good-faith negotiation for fifteen (15) Business Days. Either Party may seek urgent interim relief from a court at any time.

17.2 This Agreement and each Service Order are governed by the laws of Victoria, Australia. If Customer is incorporated in Australia, the Parties submit to the exclusive jurisdiction of the courts of Victoria. If Customer is incorporated outside Australia, any dispute not resolved under clause 17.1 will be finally resolved by arbitration administered by the Australian Centre for International Commercial Arbitration (ACICA) under its Arbitration Rules, seated in Melbourne, before one arbitrator, in English. An arbitral award may be enforced in any court with jurisdiction.

17.3 Notices must be in writing and sent to the addresses and email contacts in the Execution section or the relevant Service Order. Notices to Arvica must also be sent to support@arvica.ai. An email notice is received when sent unless the sender receives an automated delivery failure. Operational incident notices may use the agreed support channel.

17.4 Neither Party may assign this Agreement without the other's consent, which must not be unreasonably withheld. Arvica may assign or novate this Agreement on notice to an affiliate, a financier or a purchaser of the relevant business, provided the assignee agrees in writing to assume Arvica's obligations, including the return of prepaid amounts and security. Customer must notify Arvica of any change in its control.

17.5 This Agreement, its Schedules and the Service Orders are the entire agreement for the Services. Variations must be in writing and signed by both Parties. Invalid terms are severed only to the extent necessary. A waiver is effective only in writing. The Parties are independent contractors. Electronic signatures and counterparts are permitted. If this Agreement is translated, the English version prevails.

EXECUTION

Executed as an agreement. Customer may sign electronically.

CUSTOMER

Legal name: _____

Company registration number and jurisdiction: _____

Tax identification number (if applicable): _____

Registered address: _____

Notice email: _____

Signature: _____ Name: _____

Title: _____ Date: _____

The signatory warrants that they are authorised to sign for Customer. If signing under a power of attorney or board authority, attach a copy.

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: _____

SCHEDULE 1 — GPU COMPUTE SERVICE ORDER

This Service Order is governed by the Arvica Cloud Master Services Agreement — Enterprise GPU Compute Services, Version _____.

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

Service Order No.: _____ Service Order Date: _____

Item	Agreed details
Service model	Dedicated bare metal / Reserved GPU cloud / On-demand / Managed services add-on: _____
GPU model and quantity	GPU model: _____ GPU count: _____ Memory per GPU: _____ Intra-node interconnect: _____
Nodes	Number of nodes: _____ GPUs per node: _____ CPU-only nodes and specification: _____
Dedication and virtualisation	Physically dedicated: Yes / No Virtualisation: _____
Cluster fabric	Type and topology: _____ Bandwidth / oversubscription: _____
Storage and backup	Primary storage: _____ Backup: Included / Not included
Network	Committed bandwidth: _____ IP addresses: _____ Metering / overage: _____
Hosting location	Data centre city and country: _____ Other approved locations: _____
Remote support countries	_____
Material restrictions (clause 3.2)	None / _____
Capacity Confirmation Long-stop Date	_____
Target RFS Date / RFS Long-stop Date	_____ / _____
Order type and acceptance tests	Standard Order (3 Business Days) / Complex Cluster Order (7 Business Days). Test plan attached: _____ Cure period: _____ Business Days
Service Term	_____ months from RFS / On-demand
Fees	Contracted Monthly Fee: USD _____ Hourly reference rate (if any): USD _____ On-demand rates: _____
Other charges	Setup: _____ CPU nodes: _____ Bandwidth: _____ Pass-through items (if any): _____
Reservation fee (clause 4.2)	None / Amount: _____ Purpose: _____ Refund conditions: _____
Initial Payment and security	First month: USD _____ Security: None / Bank guarantee / Cash / Letter of credit, amount USD _____
Invoicing and payment	Monthly in advance; due 7 Business Days after invoice. Payment method: _____ Billing contact: _____
Tax	GST / VAT: _____ Withholding treatment: standard (clause 7.6) / as follows: _____
Liability cap (clause 13.1)	12 × Contracted Monthly Fee / other amount: _____
SLA	Standard SLA in Schedule 2 / with these variations: _____
Infrastructure replacement window (clause 15.2)	15 Business Days / other (10–20): _____
Data	Personal / regulated / export-controlled data: Yes / No DPA required: Yes / No
Data export window	None — export before expiry / _____ days after expiry
Contacts	Arvica: sales@arvica.ai; support@arvica.ai. Customer commercial / technical / billing / emergency / legal notices: _____
Special terms (override this Agreement only where stated)	_____

This Service Order becomes a binding supply commitment only when the conditions in clause 4.1 are met, including Arvica's written Capacity Confirmation. Recurring charges begin at RFS.

For Arvica: _____ Name / title: _____ Date: _____

For Customer: _____ Name / title: _____ Date: _____

SCHEDULE 2 — SERVICE LEVEL AGREEMENT

This standard SLA applies to a Service Order that incorporates it, subject to any variations stated in that Service Order. It takes effect at RFS. Measurements use UTC.

SLA subject	Standard measurement and remedy
Covered components	Dedicated or reserved GPU compute nodes identified in the Service Order. Cluster fabric, internet, storage and management-plane commitments apply only where stated in the Service Order with an objective measurement.
Availability target	99.5% per GPU node per calendar month. Availability (%) = (eligible minutes − unavailable minutes) ÷ eligible minutes × 100. A node is unavailable when its contracted GPU compute cannot be used for five (5) consecutive minutes or more because of a fault within Arvica's service boundary.
Measurement	Arvica and Infrastructure Provider monitoring data, together with timestamped Customer evidence, reconciled in good faith each month.
Scheduled maintenance	At least 72 hours' notice. Up to four (4) hours per month is excluded from availability; maintenance beyond that counts as downtime. Emergency security maintenance is notified as soon as reasonably practicable.
Severity 1 response	An entire contracted node inaccessible or materially inoperative: 24/7 ticket intake, target acknowledgement within one (1) hour, updates at least every four (4) hours until restoration.
Hardware repair	Commercially reasonable diagnosis, repair or like-for-like replacement. Any guaranteed restoration time applies only if stated in the Service Order.
Cluster fabric	Fabric commitments apply only if stated in the Service Order. A fabric failure that makes contracted nodes unusable counts as node downtime.
Service credits	Against the monthly fee for the affected node: 99.0% to below 99.5%: 10%; 95.0% to below 99.0%: 20%; below 95.0%: 30%. Capped at 30% per month. No duplicate credits for the same interruption.
Credit claims	Claim in writing within thirty (30) days after the affected month, with timestamps or logs. Arvica provides a documented calculation and applies approved credits to the next invoice; credits remaining at the end of the term are refunded.
Chronic failure	Availability below 99.0% in three (3) consecutive months, or below 95.0% in two (2) months within any three-month period. Customer may then terminate the affected Service Order without an early termination charge and receive a refund of unused prepaid fees.
Exclusions	Customer software, applications, datasets and operating-system issues; Customer misconfiguration or credentials; Customer-requested suspension; permitted scheduled maintenance; valid legal or security suspension; force majeure under clause 15.3; events outside the contracted service scope.
Support channel	24/7 ticket intake for Severity 1 through support@arvica.ai or the support channel in the Service Order. Other support during Melbourne business hours. Telephone or on-site support only where ordered.

SCHEDULE 3 — SHARED RESPONSIBILITY AND DATA HANDLING

1. **Locations.** Approved hosting, backup and remote support locations are those stated in the Service Order. Changes require Customer's prior written agreement under clause 10.3.
2. **Roles.** For Customer Data, Customer is the controller (or equivalent) and Arvica is the processor (or service provider or data intermediary). A DPA will set out processing instructions, sub-processors, transfer safeguards and incident cooperation where required.
3. **Arvica and its Infrastructure Providers:** physical facility security and access, underlying host and fabric security, any hypervisor, management-plane administration, infrastructure incident management, and backup or security services where ordered.
4. **Customer:** workload and application security, operating-system patching where self-managed, secrets and credentials, multi-factor authentication for its users, datasets, model governance, backups unless ordered, and lawful content and use.
5. **Security incidents.** Each Party will notify the other without undue delay after becoming aware of a reasonably suspected material security incident affecting the other's data or the contracted infrastructure. Arvica will give an initial notice within seventy-two (72) hours after becoming aware of it, or any shorter period required by law or a DPA, and will supplement the notice as facts become known.
6. **Return and deletion.** Customer must export its data before the Service Term ends unless the Service Order provides a post-term export window. After that, Arvica will delete or sanitise Customer Data using a recognised method and confirm deletion on request, subject to retention required by law.
7. **Sub-processors.** Arvica will give at least thirty (30) days' notice of a material new sub-processor where practicable, except for urgent legal or security reasons. Customer may object on reasonable data protection grounds, and the Parties will resolve the objection under the DPA or Service Order. A current list of sub-processors and locations is available on request from support@arvica.ai.
8. **Assurance.** On reasonable request and subject to confidentiality, Arvica will provide available independent assurance reports or security summaries and reasonable incident evidence.

SCHEDULE 4 — ACCEPTABLE USE PRINCIPLES

1. Customer must use the Services only for lawful, authorised computing activity and comply with applicable sanctions, export control, cyber-security and intellectual property laws, and with Arvica's Acceptable Use Policy at arvica.ai/legal.
2. Customer must not use the Services 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 Service Order.
3. Customer must not evade security controls, geographic restrictions, tenancy boundaries or hardware restrictions, or provide access to persons restricted under clause 9.3.
4. Customer must not resell, sublicense or provide the Services to third parties (other than its affiliates and contractors acting for it) without written permission in the Service Order. Customer is responsible for all permitted users.
5. Arvica may apply proportionate controls where reasonably necessary to protect legal compliance, security, other customers or the infrastructure, with notice and an opportunity to remedy where practicable.