

Service Level Agreements

[GPU-enabled Virtual Machine SLA](#)

GPU-enabled Virtual Machine SLA

During the Term of the agreement under which Crusoe has agreed to provide Crusoe Cloud Platform to Customer (as applicable, the “**Agreement**”), the Covered Service will provide a Monthly Uptime Percentage to Customer as follows (the “**Service Level Objective**” or “**SLO**”):

| Covered Service | Uptime Percentage |
|--------------------------------------|-------------------|
| A single GPU-enabled virtual machine | $\geq 99.5\%$ |

If Crusoe does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. Monthly Uptime Percentage and Financial Credit are determined on a calendar month basis per GPU-enabled virtual machine. This SLA states Customer’s sole and exclusive remedy for any failure by Crusoe to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement.

Definitions

The following definitions apply to the SLA:

- **Covered Service** means a single GPU-enabled virtual machine.
- **Downtime** means unavailability of the Covered Service (e.g., due to loss of internal or external network connectivity or hardware failure).
- **Downtime Period** means one or more consecutive minutes of Downtime. Partial minutes or non-consecutive Downtime for a period of less than one minute will not count towards any Downtime Periods. With respect to a hardware failure, Downtime Period is measured from the time of failure to the time a new machine is made available to provide the Covered Service to Customer.
- **Financial Credit** means the following:

| Monthly Uptime Percentage | Percentage of monthly bill for a Covered Service that failed to meet the SLO that will be credited to Customer’s future monthly bills |
|----------------------------|---|
| $95.00\% \leq x < 99.50\%$ | 10% |
| $90.00\% \leq x < 95.00\%$ | 25% |
| $x < 90.00\%$ | 100% |

- **Monthly Uptime Percentage** means total number of minutes in a month, minus the number of minutes of Downtime that

occurred during all Downtime Periods in a month, divided by the total number of minutes in a month.

Customer Must Request

In order to receive any of the Financial Credits described above, Customer must notify Crusoe within 30 days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Crusoe with log files or monitoring data showing loss of connectivity and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit.

Maximum Financial Credit

The aggregate maximum number of Financial Credits to be issued by Crusoe to Customer for any and all Downtime Periods that occur in a single billing month will not exceed the amount due by Customer for the respective Covered Services that did not meet the SLO for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

SLA Exclusions

The SLA does not apply to any: (a) features designated pre-general availability (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of Crusoe's reasonable control; (ii) that resulted from Customer's software or hardware or third-party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system or listed in the Admin Console.