

FluidStack – Service Level Agreement

This Service Level Agreement is dated 14 July 2023.

1. Introduction

- 1.1 This Service Level Agreement (as updated from time to time) is incorporated into FluidStack's Terms of Supply for Third-Party Providers and Terms of Service (available at <https://www.fluidstack.io/>) ('**Terms of Supply**').
- 1.2 Defined terms in this Service Level Agreement shall have the meaning given in the Terms of Supply or Terms of Service (as applicable) and the same rules of interpretation apply.
- 1.3 For the purpose of this Service Level Agreement: (a) in the context of the Terms of Supply for Third-Party Providers 'Supplier' shall mean the Third-Party Provider, and (b) in the context of the Terms of Service, 'Supplier' shall mean FluidStack.

2. Service levels

- 2.1 Supplier shall provide the Cloud Services and Support Services so as to meet or exceed the Service Levels set out in this Service Level Agreement.
- 2.2 Service Levels may be added, deleted, or modified by the parties at any time during the term of the Agreement, as agreed by the parties from time-to-time.

3. Reporting methods

All service issues shall be reported to Supplier in writing by email, Slack, or Microsoft Teams, or as otherwise agreed between the parties.

4. Priority levels

- 4.1 The Supplier may, acting reasonably, initially allocate the priority level of a service issue. The Supplier may, provided it acts reasonably, reallocate the service issue to a lower priority level at its discretion.
- 4.2 The priority levels are as follows:
 - (a) Critical: total system inoperability;
 - (b) Urgent: partial system inoperability (e.g. certain core functionality is totally inaccessible or inoperable).
 - (c) Moderate: a core function is impaired but such impairment does not constitute a critical or urgent issue.
 - (d) Minor: anything not falling into the above categories.

5. Support hours

- 5.1 The Supplier shall provide responses and resolutions during the following '**Support Hours**':
 - (a) for critical service issues: [24/7, 365];
 - (b) for urgent service issues: [seven days a week, 09:00 – 02:00 (GMT/BST)];
 - (c) for moderate service issues: [Monday – Friday, 09:00 – 17:30 (GMT/BST)]; and

(d) for minor service issues: [*Monday – Friday, 09:00 – 17:30 (GMT/BST)*].

6. **Availability**

6.1 Downtimes caused by the following reasons are not deducted from the Supplier's total Target service level Uptime:

- (a) Downtimes caused by acts or omissions which the other party is responsible for;
- (b) Downtimes experienced in the context of scheduled maintenance;
- (c) Downtime due to unscheduled maintenance when such maintenance was performed to rectify an incident or problem that either party reasonably believes would likely have resulted in a prolonged downtime;
- (d) Downtimes caused by events outside of the Supplier's control, including but not limited to any Force Majeure events, failures, acts or omissions of, in the case of the Terms of Service, FluidStack's Third Party-Providers, or failures of the Internet;
- (e) Downtimes caused by actions of third parties, including but not limited to security compromises, denial of service attacks and viruses, provided the Supplier makes reasonable efforts to keep its software and systems up to date;
- (f) Downtimes experienced in connection with a violation of the FluidStack AUP without regard as to whether Customer or a Third-Party Provider (as applicable) is accountable for such violation;
- (g) Downtimes experienced in connection with law enforcement activity without regard as to whether, in the context of the Terms of Service, Customer or a third party is accountable for such law enforcement activity;
- (h) Downtimes experienced in connection to power-cuts; internet breakdowns; malfunction of the equipment used for the provision of the FluidStack Services that are not the fault of FluidStack; and
- (i) In the context of the Terms of Service, downtimes caused by software not provided by FluidStack running on Customers virtual machines.

Annex 1—Service levels

Service description	level	Target service level (for each calendar month)
Uptime		[99.5]% in respect of the cloud infrastructure
Response time		<p>From the time an issue is validly reported to the Supplier:</p> <p>Critical: [1] Support Hour</p> <p>Urgent: [3] Support Hours</p> <p>Moderate: [24] Support Hours</p> <p>Minor: [72] Support Hours</p>
Resolution time		<p>From the time an issue is reported to its resolution:</p> <p>Critical: [6] Support Hours</p> <p>Urgent: [12] Support Hours</p> <p>Moderate: [48] Support Hours</p> <p>Minor: <i>[within a reasonable period of time, taking into account all of the circumstances]</i></p>