



# **GPU Capacity Product Terms**

## OneQode GPU Capacity Product Terms

These OneQode GPU Capacity Product Terms (“**Product Terms**”) apply to GPU Capacity Services, Advanced Compute Services and related infrastructure, platform, data centre, network, storage, support and operational services ordered from OneQode under an Order that incorporates these Product Terms.

These Product Terms supplement OneQode’s [Master Service Agreement](https://www.oneqode.com/legal/) (available at <https://www.oneqode.com/legal/>) and are intended to operate as reusable product-specific terms for GPU Capacity Services and related Advanced Compute Services. The applicable Order will set out the customer details, OneQode contracting entity, service location, GPU model, GPU quantity, service term, pricing, billing model, service commencement date, support model and any order-specific schedules, forms or attachments.

If an Order includes a conditional purchase option, hardware transfer right or other transfer mechanic, that right is conditional only. No title, beneficial interest, security interest or other interest in GPU Hardware transfers unless the relevant transfer conditions in these Product Terms and the applicable Order are satisfied.

Capitalised terms used but not defined in these Product Terms have the meaning given in the MSA.

## Operative Provisions

The parties agree as follows:

### 1. Application and Order Structure

- 1.1 **Application.** These Product Terms apply to each Order for GPU Capacity Services or Advanced Compute Services that incorporates, references or otherwise accepts these Product Terms. Each such Order is also subject to the MSA and any applicable Order Documents.
- 1.2 **Order-Specific Terms.** The applicable Order will set out the ordered GPU Capacity, service location, commercial terms and any applicable Order Documents.
- 1.3 **Order of Precedence.** Unless the Order states otherwise, if there is an inconsistency, the following order applies:
  - (a) the Order;
  - (b) the applicable Order Documents;
  - (c) these Product Terms;
  - (d) the MSA; and
  - (e) any applicable policy, service description, documentation or procedure notified by OneQode.
- 1.4 **Cloud Terms of Service.** References to cloud-specific functionality do not incorporate the OneQode Cloud Terms of Service unless the Order expressly states otherwise.
- 1.5 **Compliance Override.** If any provision of the MSA, an Order, these Product Terms or any Order Document conflicts with Export Control Laws, sanctions, anti-bribery laws, Vendor Requirements or a Government Agency direction, the more restrictive requirement prevails to the extent necessary for OneQode’s compliance. OneQode’s compliance with that requirement is not a breach of the MSA, the Order or these Product Terms.

### 2. GPU Capacity Services

- 2.1 **Service Description.** GPU Capacity Services are Services under which OneQode reserves, procures, deploys, operates, manages or makes available GPU Capacity or related infrastructure and operational services, as described in the applicable Order.
- 2.2 **Scope.** OneQode will provide the Services in accordance with the Order, these Product Terms and the MSA. Unless the Order states otherwise, the Services are location-specific and do not include any right to equivalent, replacement or alternate-location capacity.
- 2.3 **Exclusions.** Unless expressly included in the Order or a separate statement of work, the Services do not include professional services, managed services, workload design, application or model development, customer-side engineering, migration, compliance advisory services, end-user support or Customer Application support.
- 2.4 **No Guarantee of Business Outcome.** OneQode does not warrant any Customer workload, model, dataset, software, performance, compatibility, business outcome, or suitability for the Customer’s purpose, except to the extent expressly stated in the Order, an SLA or a separate statement of work.

### 3. Capacity Commitment and Usage

- 3.1 **Committed Capacity.** The Order will set out the applicable GPU Capacity, GPU model, service location, deployment structure, committed term and charges. Committed Capacity is reserved, procured, staged, deployed or made available only as stated in the applicable Order and subject to the Customer satisfying all applicable Order requirements, including payment, diligence, technical, compliance and Customer dependency requirements.

- 3.2 **GPU-hour Economics.** If the Order uses a GPU-hour model, charges are based on the applicable GPU-hour rate, GPU quantity and term. Unless the Order states otherwise, unused GPU hours expire at the end of the term and are not refundable, credited or carried forward.
- 3.3 **Utilisation Risk.** Unless the Order states otherwise, the Customer's payment obligations are not reduced by underuse, workload delays, end-user delays, financing delays, internal approval delays or other Customer-side delays.
- 3.4 **No Pooling or Resale Without Approval.** The Customer must not resell, sublicense, broker, pool, sub-host, white-label, share or otherwise make GPU Capacity available to any third party except to Authorised End Users or as expressly permitted in the Order. OneCode may require approval of any person that will access, use, control or materially benefit from GPU Capacity where reasonably required for security, operational, legal, vendor or compliance purposes.
- 3.5 **No Automatic Renewal.** Dedicated, reserved, committed or prepaid GPU Capacity Services do not renew, extend or continue on a month-to-month basis after expiry of the applicable committed term unless the applicable Order, a signed renewal, or another written agreement accepted by OneCode expressly states otherwise.
- 3.6 **"Up To" Capacity and Planned Deployment Quantities.** Where an Order describes GPU Capacity as 'up to' (or similar wording) a stated number of GPUs, servers, nodes, clusters or other capacity measure, that number is the maximum planned deployment envelope unless the Order expressly states that the Customer has committed to a fixed quantity or a Total / Minimum Commitment. The use of 'up to' (or similar wording) does not reduce, qualify or defer any Total / Minimum Commitment, committed charge, prepayment obligation or other binding payment obligation stated in the Order.
- 3.7 **Phased Deployments.** GPU Capacity may be deployed in phases, tranches, clusters, locations or other deployment units. Each phase may have its own target delivery date, Service Commencement Date, acceptance process, committed term, payment schedule and deployment requirements, as stated in the Order, a Deployment Schedule, invoice, order confirmation, Phase Confirmation or other Order Document accepted by OneCode.
- 3.8 **Future Phases and Confirmations.** Unless the Order states that the Customer has committed to the full Total / Minimum Commitment on signing, OneCode is not required to treat any future phase, tranche or deployment quantity as binding unless and until the applicable deposit, downpayment, prepayment, Phase Confirmation, Deployment Schedule, invoice or order confirmation has been issued or accepted by OneCode and any required cleared funds have been received.
- 3.9 **Proofs of Concept, Pilots and Pre-Production Access.** Any proof of concept, pilot, trial, testing, early-access or pre-production deployment is provided only for evaluation, technical validation or onboarding purposes unless the Order expressly states otherwise. Unless otherwise agreed by OneCode in writing, proof-of-concept or pre-production capacity is not a production deployment commitment, is not subject to Service Levels or Service Credits, may be withdrawn, reallocated, replaced or transitioned into production capacity by OneCode, and counts towards any aggregate GPU Capacity commitment only if the Order or OneCode confirms that treatment in writing.
- #### 4. Technical Design, Customer Dependencies and Changes
- 4.1 **Technical Design.** The parties may finalise any technical specifications, deployment requirements, access requirements and acceptance criteria for the relevant Services in an Order Document or as otherwise agreed by OneCode in writing.
- 4.2 **Customer Inputs.** The Customer must provide all information, materials, approvals and assistance reasonably required by OneCode. Delays caused by incomplete, inaccurate or late Customer inputs extend affected milestones and do not constitute OneCode delay.
- 4.3 **Changes.** If the Customer requests or causes a change after procurement, staging or deployment has commenced, OneCode may adjust the charges, timelines, specifications, acceptance criteria and Service Commencement Date. The Customer is responsible for any resulting non-cancellable costs, vendor charges, integration costs, stranded capacity or other similar costs.
- 4.4 **Substitution.** OneCode may substitute any part of the Services for operational, technical, vendor, compliance or availability reasons, provided the substitution does not materially reduce the Committed Capacity as a whole.
- #### 5. Procurement, Delivery and Supply Risk
- 5.1 **Target Dates.** Delivery dates, capacity ready dates, phase dates, ramp-up dates, go-live dates, acceptance dates and Service Commencement Dates are target dates only unless the Order expressly states that a date is fixed and binding. OneCode will use commercially reasonable efforts to progress procurement, staging, deployment and Service access in accordance with applicable target dates, subject to the Order, these Product Terms and the Customer satisfying all applicable dependencies and conditions.
- 5.2 **Dependencies.** Delivery, deployment, go-live, acceptance and Service commencement are subject to procurement, Hardware Provider allocation, vendor supply, order placement, payment of applicable deposits, downpayments, prepayments and other required amounts, shipping, customs clearance, material availability, data centre availability, site readiness, rack, power, cooling, network and storage readiness, technical design finalisation, acceptance testing, Customer dependencies, Vendor Requirements, legal review, compliance review, export-control and sanctions checks, and other matters outside OneCode's reasonable control.
- 5.3 **No Liability for Target Date Delay.** OneCode is not liable for delay to any target date to the extent caused by third-party dependencies, Customer dependencies, Vendor Requirements, legal or compliance review, payment delay, delayed Customer inputs, changes requested or caused by the Customer, or circumstances outside OneCode's reasonable control. No delay to a target date gives rise to any rebate, Service Credit, refund, delay damages, termination right or other remedy unless expressly stated in the Order, a signed SLA or required by law.

- 5.4 **Conditions to Procurement and Deployment.** OneCode may decline to commence or continue procurement, reservation, Hardware Provider or vendor order placement, staging, deployment, onboarding, POC access, Service access or any other implementation step unless and until all required payments, security, diligence information, technical inputs, Customer approvals, vendor approvals, legal clearances, compliance clearances and other required information or approvals have been received by OneCode in a form acceptable to OneCode. OneCode may suspend or defer the process without liability while related concerns are assessed or resolved.
- 5.5 **No Procurement During Payment Dispute.** No invoice dispute, payment dispute, billing investigation or asserted set-off requires OneCode to commence or continue procurement, reservation, staging, deployment, onboarding, Service access, hardware transfer, Post-Transfer Services or any related Hardware Provider, vendor, data centre, logistics or financing commitment unless and until all required upfront payments, deposits, downpayments, prepayments, security amounts and other amounts required before that step have been received by OneCode in cleared funds.
- 5.6 **Prepayments, Deposits and Downpayments.** The Customer must pay all deposits, downpayments, prepayments, upfront charges, security amounts and other amounts required under the Order, invoice, Deployment Schedule, Phase Confirmation, order confirmation or other Order Document before OneCode is required to commence procurement, reserve capacity, place orders with any Hardware Provider or vendor, commence staging, arrange POC access, provide Service access or initiate the relevant phase.
- 5.7 **Non-Refundable Amounts.** Unless the Order expressly states otherwise, all deposits, downpayments and prepayments are non-refundable once paid and may be applied by OneCode against procurement, reservation, deployment, capacity, logistics, data centre, vendor, financing, operational or other costs incurred or committed in connection with the Services. Each such amount is service consideration and is not a deposit, advance payment or prepayment for the purchase of GPU Hardware.
- 5.8 **Cleared Funds.** OneCode is not required to place any Hardware Provider, vendor, data centre, logistics, financing or other binding order, or commit to any delivery target, unless and until the applicable deposit, downpayment, prepayment and any required supporting information have been received by OneCode in cleared funds.
- 5.9 **Customer-Caused Delay and Increased Costs.** To the extent a delay, change or additional cost is caused or contributed to by the Customer, an Authorised End User, a Downstream End User, delayed payment, delayed information, delayed technical confirmation, changed requirements, failure to satisfy a condition, or other Customer dependency, OneCode may adjust the applicable deployment dates, Service Commencement Dates, phase sequencing, location allocation, acceptance process, charges and delivery milestones without liability. The Customer is responsible for any resulting non-cancellable costs, vendor charges, data centre charges, logistics costs, integration costs, stranded capacity costs or other reasonable costs incurred or committed by OneCode.
- 5.10 **No Cross-Phase Excuse.** A delay, suspension, non-availability or dispute affecting one POC, phase, tranche, cluster, location or Service does not delay, suspend, reduce or excuse the Customer's payment obligations for any other POC, phase, tranche, cluster, location or Service that has commenced, remains available, or is otherwise payable under the Order, unless expressly agreed by OneCode in writing.

## 6. Go-Live, Acceptance and Service Commencement

- 6.1 **Readiness Notice and Handover.** OneCode will notify the Customer when the relevant GPU Capacity is ready for acceptance testing, onboarding or use. Unless the Order expressly states otherwise, that notice constitutes handover of the relevant GPU Capacity and establishes the Handover Date for the relevant GPU Capacity or Deployment Phase.
- 6.2 **Acceptance Testing.** The parties will conduct any applicable acceptance tests during the acceptance period stated in the Order. If no period is stated, the acceptance period is 10 Business Days from OneCode's readiness notice.
- 6.3 **Rejection.** The Customer may reject the relevant GPU Capacity only for material failure to meet the agreed acceptance tests. The Customer must give reasonable details and supporting evidence before the end of the acceptance period.
- 6.4 **Deemed Acceptance.** The GPU Capacity is deemed accepted if the Customer does not validly reject it before the end of the acceptance period or begins production use.
- 6.5 **GPU Acceptance Process Prevails.** For GPU Capacity Services and Advanced Compute Services, the readiness, acceptance, deemed acceptance, Service Commencement Date and billing commencement mechanics in these Product Terms and the applicable Order apply instead of the Practical Completion Notice, feedback and billing commencement process in the MSA, unless the applicable Order expressly states otherwise.
- 6.6 **Billing Commencement.** Unless the Order expressly states otherwise, billing for the relevant GPU Capacity or Deployment Phase starts on the Handover Date. Billing commencement is not delayed by Customer-side onboarding, Customer testing, Customer workload readiness, Customer access configuration, Customer-side dependencies, failure to test, failure to commence production use, or minor defects that do not materially prevent use of the relevant Committed Capacity. If the Customer validly rejects the relevant GPU Capacity under Section 6.3 for material failure to meet the agreed acceptance tests, billing for the rejected GPU Capacity will not commence until OneCode has remedied the material failure and re-issued a readiness notice or handover notice, unless the Order states otherwise.

## 7. Data Centre, Platform and Operational Services

- 7.1 **Service Delivery Model.** OneCode may provide the Services using its own infrastructure or third-party infrastructure, suppliers and subcontractors. OneCode remains responsible for the Services as required by the MSA, subject to the applicable Order and these Product Terms.

- 7.2 **Facility Rules.** Data centre access, operations and related services are subject to the relevant data centre operator's requirements and OneQode's operational policies.
- 7.3 **No Site Interest.** The Customer has no lease, licence, property, security, beneficial, possessory, or other interest in any site, facility, infrastructure, platform, or GPU Hardware by reason of the MSA, an Order, any payment or any prepayment.
- 7.4 **Maintenance.** OneQode may perform scheduled, urgent or emergency maintenance where reasonably required for operational, security, compliance, vendor, or service-continuity reasons. OneQode will use commercially reasonable efforts to notify the Customer where practicable.
- 7.5 **Location Allocation and Deployment Flexibility.** Where an Order identifies multiple service locations or an indicative allocation between locations, that allocation is a planning assumption only unless the Order expressly states that a particular allocation is fixed. OneQode may adjust deployment locations, site allocation, cluster allocation or phase sequencing where reasonably required to account for data centre capacity, site readiness, rack, power, cooling, network, storage, operational, regulatory, vendor, logistics, financing, tax, compliance or technical constraints. A change to location allocation does not relieve the Customer from its payment obligations, provided OneQode continues to make available materially equivalent GPU Capacity in accordance with the Order, the MSA and these Product Terms.

## 8. Customer Environment, Workloads and Data

- 8.1 **Customer Responsibility.** The Customer is responsible for all Customer Applications, Customer-controlled environments, access credentials, configurations, data, results and outputs used with or generated from the Services.
- 8.2 **Backups and Checkpoints.** The Customer must maintain backups, checkpoints and disaster recovery arrangements appropriate for its use of the Services. OneQode is not responsible for loss of Customer data arising from the Customer Environment, Customer Applications, Customer-side configuration, credential compromise or the Customer's failure to maintain appropriate backups.
- 8.3 **Accounts and Access.** Where OneQode provides access to any portal, platform, account, API or management interface, the Customer is responsible for the accuracy of information submitted through that interface and for all activity performed using the Customer's access credentials or access pathways.
- 8.4 **Operational Telemetry.** OneQode may collect and use operational data, telemetry and usage records as reasonably required to provide, secure, support, bill, audit, troubleshoot and improve the Services, subject to the confidentiality, privacy and data protection obligations in the MSA and the Order.
- 8.5 **Customer Rights and Consents.** The Customer is responsible for obtaining all rights, consents and notices required for OneQode to handle Customer data, Customer Applications and related materials for the purpose of providing the Services.

## 9. Software, AUP, Support, Security and Suspension

- 9.1 **Infrastructure Security.** OneQode will implement commercially reasonable infrastructure security controls for the Services. The Customer is responsible for the security of the Customer Environment and all Customer-controlled access, software, systems and configurations.
- 9.2 **AUP and Policies.** The Customer must comply with the AUP and OneQode's applicable operational, access and security policies. The Customer must ensure that Authorised End Users, Downstream End Users and any person accessing the Services through the Customer Environment comply with those requirements.
- 9.3 **Investigations.** OneQode may investigate suspected misuse, security incidents, policy violations, compliance issues or other activity affecting the Services, including by reviewing relevant operational records and Customer-controlled activity to the extent reasonably necessary to verify compliance or protect the Services.
- 9.4 **Software and Documentation.** OneQode may make software, firmware, drivers, tools, APIs, documentation and related materials available in connection with the Services. The Customer may use those materials only for the purpose of receiving and using the Services during the applicable term, subject to the MSA, the Order, applicable third-party terms and any restrictions notified by OneQode.
- 9.5 **Software Restrictions.** Except to the extent expressly permitted by applicable law or the Order, the Customer must not copy, modify, reverse engineer, decompile, circumvent, sublicense, resell, distribute or create derivative works from the Services, Cloud Platform, Software or OneQode Intellectual Property.
- 9.6 **Support.** The Customer is responsible for first-line support for its own users, Customer Applications and Customer Environment. OneQode provides infrastructure and platform support only to the extent stated in the MSA, the Order, these Product Terms, an SLA or a separate support arrangement.
- 9.7 **Suspension.** Without limiting the MSA, OneQode may immediately suspend or limit access to the Services where OneQode reasonably considers suspension necessary for operational, security, legal, compliance, vendor or platform integrity reasons. Suspension does not relieve the Customer from its payment or compliance obligations.

## 10. Hardware Availability, Maintenance and Lifecycle

- 10.1 **No Entitlement to Specific Units.** OneQode does not guarantee the availability of any specific GPU Hardware or serial-numbered unit unless expressly stated in the Order or final asset schedule.

- 10.2 **Maintenance and Substitution.** OneCode may repair, replace, reconfigure, relocate or substitute hardware where reasonably required for operational, technical, vendor, compliance or lifecycle reasons.
- 10.3 **Transfer Asset Replacement.** Replacement or substitute hardware may become GPU Hardware for transfer purposes if listed in the final asset schedule, Bill of Sale or other written transfer instrument executed by OneCode.
- 10.4 **No Dealing with Hardware.** Before title transfers, the Customer must not access, remove, encumber, modify, sell, transfer, export, grant rights over or otherwise deal with GPU Hardware except as expressly permitted by OneCode in writing.

## 11. Diligence, Sanctions and Export Controls

- 11.1 **Customer Information.** The Customer must provide, and must procure that its Authorised End Users and Downstream End Users provide, information reasonably requested by OneCode for diligence, screening, export-control, vendor, tax, anti-bribery, anti-money laundering or similar compliance purposes.
- 11.2 **Beneficial Ownership.** OneCode may require the Customer to provide a beneficial ownership disclosure identifying all direct and indirect ultimate beneficial owners holding 10% or more, traced to natural-person level. This is a material condition of OneCode providing the Services.
- 11.3 **Screening.** OneCode may screen and rescreen the Customer, its relevant personnel, owners, Affiliates, Authorised End Users, Downstream End Users, payment or financing counterparties, workloads, access locations and other relevant transaction details against applicable sanctions, restricted-party, export-control, defence-trade, anti-money laundering or similar lists.
- 11.4 **Screening Cadence and Sharing.** OneCode may conduct screening before procurement, onboarding, acceptance of any new Authorised End User or Downstream End User, hardware transfer, post-transfer services and at any other time OneCode reasonably considers appropriate. The Customer authorises OneCode to use third-party screening providers and to share relevant diligence and screening outputs with vendors, suppliers, Government Agencies, insurers, lenders and professional advisers where reasonably required.
- 11.5 **Prohibited Use.** The Customer must not use, provide access to, transfer, export, re-export or otherwise make available the Services, GPU Hardware, software, technical data, outputs, credentials or related items in breach of applicable law, Export Control Laws, sanctions, the MSA, the Order, these Product Terms, Vendor Requirements or OneCode policies.
- 11.6 **Restricted Users and End Uses.** The Customer must not allow access to or use of the Services or GPU Hardware by or for Restricted Parties, prohibited military end users, prohibited military end uses, prohibited weapons or weapons of mass destruction uses, restricted supercomputer or advanced-computing end uses, sanctioned jurisdictions, Restricted Access Jurisdictions, or any person, jurisdiction, destination, device or access pathway where a licence, permit, consent or other authorisation is required but has not been obtained and accepted by OneCode in writing.
- 11.7 **No Self-Blinding.** The Customer must not self-blind, ignore red flags, structure around diligence obligations, use intermediaries to obscure ownership, control, end use or end users, or fail to investigate facts that would give a reasonable person reason to know that a use, user, end user, destination, workload or transaction may be restricted. The Customer must promptly disclose to OneCode any fact or circumstance that may affect OneCode's compliance position or create reason to know under applicable export-control rules.
- 11.8 **OneCode Rights.** OneCode may suspend, delay, withhold, decline or terminate Services, procurement, hardware transfer, post-transfer services or other performance if OneCode reasonably believes that providing or continuing them may breach applicable law, Export Control Laws, sanctions, Vendor Requirements or OneCode compliance policies. OneCode is not required to give notice or an opportunity to cure where OneCode reasonably believes notice or delay may prejudice its compliance position, a vendor position or any investigation or enforcement process.
- 11.9 **Refresh Obligations.** The Customer must complete all required intake forms and compliance declarations before access is enabled and must refresh or recertify them on request, including before hardware transfer, post-transfer services or any material change in access, ownership, control, end use, end users, workload profile or destination. Failure to provide refreshed declarations or supporting evidence within 14 days of OneCode's request is a material breach and immediate suspension trigger.
- 11.10 **Change Notification.** The Customer must promptly notify OneCode of any change in ownership, control, Authorised End Users, Downstream End Users, end use, destination, country of access, workload profile, financing or other information that could reasonably affect compliance screening, Vendor Requirements or export-control analysis.

## 12. Authorised End Users and Downstream End Users

- 12.1 **Accepted Users Only.** The Customer may permit only Authorised End Users and Downstream End Users identified in the Order, an approved intake form, a downstream end-user register or otherwise accepted by OneCode in writing to access, use or benefit from the Services.
- 12.2 **Register.** The Customer must provide details of its Downstream End Users, and maintain a register of them in the form required by OneCode, if requested by OneCode at any time.
- 12.3 **Changes.** If OneCode requires Downstream End User approval or a register, the Customer must not add or materially change any Authorised End User, Downstream End User or downstream access arrangement without OneCode's prior written acceptance.
- 12.4 **Responsibility.** The Customer is responsible for all acts and omissions of Authorised End Users, Downstream End Users and any person accessing or using the Services by, through or on behalf of the Customer.

### 13. Vendor and Data Centre Requirements

- 13.1 **Vendor Requirements.** The Customer acknowledges that the Services, GPU Hardware, hardware transfer and post-transfer services may be subject to Vendor Requirements. The Customer must comply with any Vendor Requirements notified by OneQode to the extent they apply to the Customer's use of the Services or GPU Hardware.
- 13.2 **Updates.** OneQode may notify additional or updated Vendor Requirements, or require additional vendor-related declarations or information, where reasonably required for OneQode to comply with its vendor, supply-chain, data centre, support, legal or compliance obligations.
- 13.3 **OneQode Rights.** OneQode is not in breach to the extent it suspends, delays, withholds, modifies, declines or terminates performance to comply with Vendor Requirements or avoid breaching its vendor obligations.
- 13.4 **Data Centre Requirements.** The Customer must comply with applicable data centre requirements notified by OneQode or the relevant data centre operator.

### 14. Service Levels and Service Credits

- 14.1 **Application.** No Service Level, Service Credit, availability commitment, performance commitment, response-time commitment, workaround commitment or other service-credit remedy applies unless expressly stated in the applicable Order, a signed SLA or another Order Document expressly identified as applying for that purpose.
- 14.2 **Schedule 2.** Schedule 2 applies only if the applicable Order, a signed SLA or another Order Document expressly states that Schedule 2 applies. Schedule 2 does not apply merely because it is attached to or included with these Product Terms.
- 14.3 **Operational Targets.** Unless expressly stated to be service-credit commitments, any support, response, workaround, availability, maintenance, go-live, delivery, restoration, replacement, repair or similar targets are operational targets only.
- 14.4 **Sole Remedy.** Service Credits are the Customer's sole and exclusive remedy for failure to meet an applicable Service Level, except for fraud, wilful default or liability that cannot be limited by law.
- 14.5 **No Cash Refunds.** Unless the Order or applicable law requires otherwise, Service Credits are applied only as credits against future invoices and are not payable in cash.

### 15. Conditional Purchase Option and Hardware Transfer

- 15.1 **Application.** This Section 15 applies only if the applicable Order expressly grants the Customer a conditional purchase option or other hardware-transfer right.
- 15.2 **Exercise.** Unless the Order states otherwise, the Customer may exercise the conditional purchase option only by written notice to OneQode no earlier than 120 days and no later than 60 days before expiry of the applicable committed term. Exercise is ineffective unless every transfer condition is satisfied. If the Order states that no separate exercise notice is required, the conditional purchase option is treated as exercised only if all transfer conditions are satisfied and OneQode executes the applicable Bill of Sale or other written transfer instrument.
- 15.3 **Transfer Conditions.** Title to the Transfer Assets transfers only if all transfer conditions are satisfied on or before the Transfer Date, including full payment, ordinary expiry of the committed term, no breach or insolvency, fresh compliance clearance, satisfactory screening, refreshed declarations, updated downstream-user register, applicable Vendor Requirements, vendor consent where required, legal or export-control assessment where required, all required licences, permits, consents or approvals, post-transfer deployment disclosures, and a final signed asset schedule and Bill of Sale.
- 15.4 **No Automatic Transfer.** No automatic transfer occurs. Until all transfer conditions are satisfied and OneQode executes a Bill of Sale or other written transfer instrument, the Customer has no legal, beneficial, equitable, contingent, future, possessory or security interest in any GPU Hardware or Transfer Assets.
- 15.5 **As-Is Transfer.** Any transfer is on an as-is, where-is basis, with all faults and without warranty except title, to the fullest extent permitted by law. OneQode does not warrant remaining useful life, fitness for purpose, performance, residual value, compatibility, supportability or availability of spares after transfer.
- 15.6 **Excluded Assets.** Transfer excludes all assets not expressly listed in the final asset schedule or Bill of Sale, including racks, cages, PDUs, power and cooling infrastructure, shared network equipment, cross-connects, software, licences, cloud platform tools, orchestration tooling, telemetry, support contracts and OneQode Intellectual Property.
- 15.7 **Failed Transfer.** If any transfer condition is not satisfied, OneQode may decline transfer. In that event, the Service ends at the end of the applicable committed term, no refund is payable for consumed service consideration, and OneQode retains title to all GPU Hardware, Transfer Assets and related infrastructure and all rights in respect of them.

### 16. Post-Transfer Services

- 16.1 **Separate Order.** Continued use of the Transfer Assets at a OneQode or third-party site after any Transfer Date is not included in the Committed Charges unless the Order states otherwise. The Customer must sign and pay for a Post-Transfer Services order covering applicable data centre services, cloud platform or infrastructure services, network services, remote hands, monitoring, security, support, power and cooling.

- 16.2 **Right to Decline.** OneCode may refuse to provide or continue Post-Transfer Services for compliance, vendor, risk, operational, capacity, site, security or commercial reasons. The Customer must not assume continued site occupancy or Cloud Platform access as a right.
- 16.3 **No Post-Transfer Order.** If no Post-Transfer Services order is in effect by the Transfer Date, OneCode may disconnect GPU Hardware, suspend platform access, require removal or relocation, or charge holdover rates, subject to applicable law and site rules.
- 16.4 **Costs.** The Customer is responsible for deinstallation, relocation, storage, logistics, insurance, customs, import/export, data sanitisation and disposal costs after transfer unless expressly agreed otherwise.

## 17. Taxes and Pass-Through Charges

- 17.1 **Taxes.** Prices are exclusive of taxes unless the Order expressly states otherwise. The Customer is responsible for all taxes and similar charges as provided in the MSA and the Order.
- 17.2 **Pass-Through and Customer-Specific Charges.** Unless the Order expressly states that they are included in the fixed charges, the Customer is responsible for pass-through charges and Customer-specific costs, including data centre charges, power, cross-connects, remote hands, freight, logistics, customs, duties, import/export costs, government fees, carrier charges, vendor charges, storage charges, professional services charges, non-standard support, relocation costs and other third-party costs incurred due to Customer requirements, Customer dependencies, changes, transfer, relocation, continued use or non-standard deployment requirements.

## 18. No Financing, Lease or Security Interest

- 18.1 **Services Arrangement.** An Order for GPU Capacity Services is a services arrangement. If an Order includes a conditional purchase option, that option does not convert the Services into a loan, financing arrangement, partnership, joint venture, lease of real property, data centre licence, security interest in favour of the Customer, sale of GPU Hardware before the Transfer Date, or advance hardware purchase.
- 18.2 **Service Consideration.** Any upfront payment, prepayment, deposit, downpayment, recurring charge, committed charge, minimum commitment or other amount payable in connection with GPU Capacity Services is service consideration and not a deposit, advance payment or prepayment for the purchase of GPU Hardware unless the Order expressly states otherwise. No payment creates any present, future, contingent, equitable, beneficial, possessory or security interest in GPU Hardware, a data centre site, rack, platform, network, storage, software or other OneCode property.
- 18.3 **No Encumbrance.** The Customer must not register, assert or permit any lien, charge, financing statement, security interest or similar encumbrance over GPU Hardware, any site, platform, rack, network or OneCode property before transfer of title.

## 19. Indemnities

- 19.1 **Compliance Indemnity.** Without limiting the MSA, the Customer indemnifies OneCode, its Affiliates, officers, employees, contractors, suppliers and representatives against all claims, losses, liabilities, fines, penalties, investigations, enforcement actions, costs, expenses, legal fees and remediation costs arising from or relating to: any breach of compliance, sanctions, export-control, Vendor Requirements, end-use, end-user, downstream-user or declaration obligations; any false, misleading, incomplete or omitted information; any undisclosed or unapproved change in ownership, control, financing, end use, end user, destination, access pathway, workload profile or downstream arrangement; or any post-transfer use, transfer, export, re-export, financing, relocation or encumbrance of GPU Hardware.
- 19.2 **Customer Environment Indemnity.** The Customer indemnifies OneCode for losses arising from Customer Applications, Customer data, Customer workloads, Customer-controlled software, Authorised End Users, Downstream End Users or any person accessing the Services through the Customer Environment.
- 19.3 **Uncapped Compliance Risk.** The indemnity for compliance, sanctions, export-control, anti-bribery, anti-money laundering, fraud, wilful misconduct, intentional non-disclosure, post-transfer use and Vendor Requirements breaches is not subject to any contractual liability cap except to the extent such uncapped treatment is not permitted by law.

## 20. Audit and Information Rights

- 20.1 **Audit Rights.** OneCode and its legal, compliance, technical, audit, insurance and financial advisers may audit or review the Customer's compliance with these Product Terms, including sanctions, export-control, end-use, end-user, Downstream End User, AUP, security and obligations relating to Vendor Requirements, once per year and at any time on reasonable suspicion of breach or upon request from a competent authority, Hardware Provider, data centre provider, lender, insurer or other relevant vendor or stakeholder.
- 20.2 **Audit Process.** Audits may include written questionnaires, document requests, interviews, access-log review, workload/access-country review, register inspection, evidence of screening, end-use attestations and review of Customer policies and procedures. OneCode will conduct audits in a manner reasonably designed to protect Customer confidential information and avoid unnecessary disruption.
- 20.3 **Cooperation and Costs.** The Customer must cooperate with audits and information requests. If an audit identifies a material breach, inaccurate declaration or material non-disclosure, the Customer must reimburse OneCode's reasonable audit, legal and remediation costs, without limiting OneCode's suspension, termination or indemnity rights.

20.4 **Information Sharing.** OneCode may share relevant audit outputs, diligence information and compliance confirmations with Hardware Providers, vendors, regulators, insurers, lenders and professional advisers where reasonably required for compliance, vendor, financing, insurance, legal or audit purposes.

## 21. Survival

21.1 **Survival.** Sections concerning payment, taxes, confidentiality, compliance, export controls, Vendor Requirements, Customer responsibilities, limitations of liability, indemnities, audit rights, hardware transfer, post-transfer services, data handling, ownership, no security interest and any section intended by its nature to survive will survive expiry or termination of the MSA, any Order and these Product Terms.

## 22. Definitions and Interpretation

22.1 **Definitions.** In these Product Terms:

“**Acceptance Tests**” means the tests and acceptance criteria stated in the Order, Schedule 1 to these Product Terms, or otherwise agreed by the parties in writing.

“**Account**” means any account, credential, access profile, user identity, API key, token or similar access mechanism used to access the OneCode Portal, Cloud Platform or Services.

“**Affected GPU Capacity**” means the GPU Capacity affected by a Service Level failure, excluding GPU Capacity unaffected by that failure.

“**AUP**” means OneCode’s acceptable use policy for the Services, or any equivalent acceptable use, abuse, security or platform policy made available by OneCode, as amended from time to time.

“**Authorised End User**” means each person or entity identified in the Order or otherwise accepted by OneCode in writing as an authorised end user after completion of any required diligence.

“**Bill of Sale**” means a written bill of sale or other written transfer instrument executed by OneCode to transfer title to GPU Hardware after all transfer conditions are satisfied.

“**Capacity Ready Date**” means the date OneCode notifies the Customer that the relevant GPU Capacity is installed, powered, connected to the Cloud Platform and available for Customer onboarding or use, subject to Customer-side dependencies.

“**Cloud Platform**” means the OneCode cloud platform, portal, APIs, orchestration, scheduling, monitoring, telemetry, support, billing and access-control layers used to deliver or manage GPU Capacity.

“**Committed Capacity**” means the GPU quantity, GPU model, aggregate GPU hours, platform configuration, deployment location and related capacity entitlement stated in the Order.

“**Committed Charges**” means all charges payable for Committed Capacity during the applicable committed term, including upfront charges, recurring charges, deployment charges and committed minimums stated in the Order.

“**Customer Applications**” means any Customer-controlled applications, workloads, models, datasets, software, code, containers, images, tools, APIs, interfaces, materials, results or outputs used with, hosted on, processed by or generated from the Services.

“**Customer Environment**” means the Customer Applications, systems, access credentials, configurations, data and other Customer-controlled materials used with or connected to the Services.

“**Deployment Phase**” means a phase, tranche, cluster, location, server group, capacity block, proof-of-concept deployment or other deployment unit under an Order.

“**Deployment Schedule**” means a schedule, plan, phase confirmation, order confirmation, invoice, statement of work or other written document accepted by OneCode that identifies deployment quantities, timing, location, technical requirements, payment requirements or other details for one or more Deployment Phases.

“**Downstream End User**” means any person or entity that accesses, consumes, receives, controls, brokers, resells, sublicenses, uses, directs, benefits from or submits workloads to GPU Capacity or related services, directly or indirectly through the Customer, an Authorised End User, reseller, hosted service, API, brokered arrangement or other access pathway.

“**Export Control Laws**” means all applicable laws and regulations concerning export controls, sanctions, import, export, re-export, in-country transfer, access, end-user, end-use and destination controls applicable to GPUs, GPU Hardware, software, firmware, technical data, data centre location, Customer, Authorised End Users, Downstream End Users, workloads or the transaction.

“**GPU Capacity**” means access to GPU compute capacity and associated platform, data centre, network, storage, monitoring, support and operational services described in an Order.

“**GPU Capacity Services**” means the Services under which OneCode provides GPU Capacity to the Customer.

“**GPU Hardware**” means any GPU, accelerator, server, host system, NIC, local drive, baseboard, directly attached component or other physical hardware used to provide GPU Capacity Services or Advanced Compute Services, whether owned by OneCode, an Affiliate, a vendor, a supplier, the Customer or another party.

**“Handover Date”** means, for the relevant GPU Capacity or Deployment Phase, the date on which OneCode issues a readiness notice, handover notice or other written confirmation that the relevant GPU Capacity is materially available for Customer onboarding, acceptance testing or use, subject to Customer-side dependencies, compliance conditions and any Order-specific requirements.

**“Hardware Provider”** means any manufacturer, OEM, GPU vendor, accelerator vendor, server vendor, distributor, reseller, supplier or other provider of GPU Hardware, software, firmware, technical data, support, services or related infrastructure used in connection with the Services.

**“Minimum Commitment”** means the minimum amount, minimum term, minimum GPU Capacity, minimum GPU-hour commitment, committed charges, total contract value or other minimum commercial commitment stated in an Order or Order Document.

**“OneCode Intellectual Property”** means any intellectual property owned by, licensed to, or controlled by OneCode or its affiliates.

**“OneCode Portal”** means any online console, dashboard, API, support portal, customer management platform or other interface provided by OneCode for administering or accessing the Services.

**“Order”** means an Additional Document, service order, order form or ordering document under which the Customer orders GPU Capacity Services.

**“Order Documents”** means any schedules, forms, declarations, service descriptions, policies, Vendor Requirements, or other documents incorporated into, accepted in connection with, or required under an Order.

**“Phase Confirmation”** means a written confirmation, invoice, quote, purchase confirmation, deployment schedule, order confirmation or other document issued or accepted by OneCode that confirms the commercial, technical, timing, payment or deployment details for a Deployment Phase.

**“POC”** means a proof of concept, pilot, trial, testing, early-access or pre-production deployment or access arrangement.

**“Post-Transfer Services”** means data centre, cloud platform, infrastructure management, network, remote-hands, monitoring, security, support or related services provided by OneCode after a transfer date.

**“Project”** means a logical project, tenant, namespace, cluster allocation, resource group or similar grouping of Services configured for the Customer.

**“Restricted Access Jurisdiction”** means any jurisdiction from which access to Services, GPU Hardware, software, technical data or GPU compute capacity would breach Export Control Laws or require an authorisation that has not been obtained and accepted by OneCode.

**“Restricted Party”** means a person, entity, beneficial owner, affiliate, end user, customer, supplier or counterparty that is listed, owned or controlled by a listed party, ordinarily resident in, organised under the laws of, or otherwise subject to restrictions under applicable sanctions, export control, defence trade, anti-money laundering, anti-bribery, anti-terrorism or similar laws.

**“Service Commencement Date”** means, for the relevant GPU Capacity or Deployment Phase, the date specified in the Order or, if no date is specified, the Handover Date, subject to the terms of the applicable Order. Unless the Order expressly states otherwise, billing commences on the Service Commencement Date. For the purposes of the MSA, the Service Commencement Date is the Commencement Date for the relevant GPU Capacity, Deployment Phase or Service.

**“Service Credit”** means a credit applied against future invoices or post-transfer service charges for failure to meet an applicable Service Level, calculated in accordance with the applicable Order, signed SLA or Schedule 2 if Schedule 2 applies.

**“Service Level”** means a service level expressly stated in Schedule 2, an Order or a signed SLA as a service-credit commitment.

**“SLA”** means a service level agreement, service level schedule, service credit schedule or other Order Document expressly identified as setting out binding Service Levels or Service Credits for the applicable Services.

**“Software”** means software, firmware, drivers, tools, APIs, SDKs, images, orchestration systems, monitoring systems, dashboards and documentation made available by OneCode in connection with the Services.

**“Total / Minimum Commitment”** means the total contract value, minimum commitment, committed charges, minimum spend, committed GPU-hour value or equivalent commercial commitment stated in an Order or Order Document.

**“Transfer Assets”** means only the GPU Hardware or other assets expressly identified as assets to be transferred to the Customer in the applicable Order, final asset schedule, Bill of Sale or other written transfer instrument executed by OneCode.

**“Transfer Date”** means the date on which title to GPU Hardware transfers to the Customer, if all transfer conditions are satisfied and OneCode executes a Bill of Sale.

**“Vendor Requirements”** means end-use, end-user, access, diligence, downstream-control, audit, reporting, export-control, support, lifecycle, software, firmware, data centre or other requirements notified to OneCode by a Hardware Provider, OEM, data centre provider, carrier, software supplier or other vendor in respect of GPU Hardware or Services.

## 22.2 Interpretation.

- (a) Capitalised terms not defined in these Product Terms have the meaning given in the MSA or the applicable Order.

- (b) A reference to the MSA includes the MSA as amended or replaced from time to time in accordance with its terms, unless an offline signed MSA applies and states otherwise.
- (c) A reference to a law, regulation, list, Vendor Requirement, AUP, service description or policy includes that item as amended, supplemented, re-enacted or replaced from time to time.
- (d) For the purposes of the MSA, an Order's 'Contract Term', 'committed term', 'minimum term' or equivalent period is the 'Initial Term' for the relevant Services unless the Order expressly states otherwise.
- (e) For GPU Capacity Services supplied in phases, each Deployment Phase may have its own Service Commencement Date, acceptance process, committed term, payment schedule, Service Levels and deployment requirements if stated in the applicable Order, Deployment Schedule, invoice, Phase Confirmation, order confirmation or other Order Document accepted by OneQode.

## Schedule 1

### Standard Go-Live Readiness and Acceptance Framework

This Schedule applies only if the applicable Order, a signed acceptance plan or another Order Document expressly states that this Schedule applies.

#### 1. Readiness Criteria

- 1.1 **Capacity Readiness.** GPU Capacity is ready for acceptance testing when OneQode has made the relevant capacity available for Customer onboarding or testing, subject to Customer-side dependencies, and has issued a readiness notice.
- 1.2 **Readiness Checklist.** OneQode may require completion of a go-live checklist covering power, cooling, network connectivity, platform access, identity/access controls, monitoring, logging, support contacts, change windows, Customer workload assumptions and compliance conditions.
- 1.3 **Compliance Conditions.** Technical readiness does not override any sanctions, export-control, know-your-customer, vendor, site, data centre or other compliance condition. OneQode may delay onboarding or access until those conditions are satisfied.

#### 2. Standard Acceptance Process

- 2.1 **Acceptance Period.** Unless the Order states otherwise, the acceptance period is 10 Business Days from OneQode’s readiness notice.
- 2.2 **Permitted Rejection.** The Customer may reject only for a material failure to meet the agreed acceptance tests, and must provide reasonable details and supporting evidence before the end of the acceptance period.
- 2.3 **Deemed Acceptance.** If the Customer does not reject within the acceptance period, fails to test, begins production use, or uses the capacity for any business purpose, the GPU Capacity is deemed accepted.
- 2.4 **Minor Defects.** Service commencement and billing are not delayed by minor defects, cosmetic issues, Customer-side configuration delays, Customer workload issues, unsupported software, Customer access issues or issues that do not materially prevent use of the Committed Capacity.

#### 3. Standard Acceptance Test Categories

Test category	Method	Default Pass Concept
GPU Burn-in	Sustained vendor-approved or OneQode-approved GPU load test.	No material ECC errors, no material thermal throttling and operation within agreed power/thermal envelope.
GPU Memory Bandwidth	Vendor benchmark or benchmark compatible with the applicable GPU software stack.	Material consistency with agreed technical specification and expected deployment profile.
Intra-node / Cluster Communication	Collective communication, topology or equivalent interconnect validation.	No persistent topology mapping errors or material link failures under agreed test conditions.
Network Validation	Throughput, packet loss, routing, reachability and management-plane validation.	Network access and routing available in accordance with agreed design.
Storage Validation	Storage throughput, IOPS, namespace or mount validation where storage is included.	Storage access available in accordance with agreed design.
Power and Cooling Stability	Sustained load at an agreed percentage of expected operating profile.	No host thermal shutdown and operation within agreed inlet/power envelope.
Service Access and Security	Customer access, IAM, bastion, API, management plane and logging validation.	Access controls, logging and Customer isolation verified in accordance with agreed design.

#### 4. Customer Reference Workload

- 4.1 **Provision of Workload.** If an Order includes a Customer-supplied reference workload or model-fidelity metric, the Customer must provide the model code, dataset shard, container requirements and reproducible run script by the deadline stated in the Order. If no deadline is stated, the deadline is 14 days before the target service commencement date.
- 4.2 **Late Workload.** If the Customer does not provide the required workload materials in time, OneQode may substitute a published benchmark, use a standard OneQode validation workload, omit the test by agreement, or defer the relevant test without delaying service commencement or billing.

## Schedule 2

### Standard Service Levels and Service Credits

This Schedule applies only if the applicable Order, a signed SLA or another Order Document expressly states that this Schedule applies.

#### 1. Service Levels

Metric	Target	Measurement / Notes	Status
Cluster Availability	>= 99.5% fleet-weighted per GPU-hour	Calendar month. Excludes planned maintenance, emergency maintenance, force majeure, Customer-caused incidents, compliance suspensions, Vendor Requirements and other exclusions in this Schedule.	Service-credit commitment.
Node Availability	>= 99.0% for the affected node	Calendar month; node-level measurement where applicable.	Operational target only unless the Order states otherwise.
Single-host Failure-to-recovery	<= 4 hours mean	Per incident; excludes unavailable spare parts, Customer-caused incidents, force majeure, vendor RMA and compliance holds.	Operational target only unless the Order states otherwise.
P1 Incident Response	<= 15 minutes	24/7 initial response target after valid P1 ticket.	Operational target only unless the Order states otherwise.
P1 Incident Workaround	<= 4 hours where commercially reasonable	24/7 where a workaround is commercially reasonable and within OneQode control.	Operational target only unless the Order states otherwise.
Scheduled Maintenance	Standard window notified where practicable	Target window and notice period may be stated in the Order. If not stated, OneQode will use commercially reasonable efforts to notify in advance.	Excluded from Service Credit calculations.
Emergency Maintenance	Notified as soon as reasonably practicable	As required for security, safety, compliance, vendor support, platform integrity or service continuity.	Excluded from Service Credit calculations.

#### 2. Availability Calculation

- 2.1 **Fleet-Weighted GPU-hour Availability.** Cluster Availability is calculated as available GPU-hours divided by total committed GPU-hours for the Affected GPU Capacity during the relevant calendar month, excluding the exclusions in Section 4 of this Schedule.
- 2.2 **Available GPU-hour.** A GPU-hour is available where the relevant GPU Capacity is materially available for Customer use through the Cloud Platform or agreed access pathway, excluding Customer Environment issues, unsupported software, Customer configuration, Customer-side access failures and other exclusions in this Schedule.
- 2.3 **Affected GPU Capacity Only.** Service Credits apply only to the Affected GPU Capacity and not to unaffected capacity, other Orders, other services or post-transfer services unless the Order states otherwise.

### 3. Service Credits

Cluster Availability for month	Service Credit
>= 99.5%	No Service Credit.
>= 99.0% and < 99.5%	2.5% of the monthly-equivalent charges for the Affected GPU Capacity.
>= 95.0% and < 99.0%	5.0% of the monthly-equivalent charges for the Affected GPU Capacity.
< 95.0%	10.0% of the monthly-equivalent charges for the Affected GPU Capacity.

- 3.1 **Monthly-Equivalent Charges.** For prepaid or fixed-term arrangements, monthly-equivalent charges are calculated by dividing the Committed Charges for the relevant term by the number of months in that term, then allocating that amount to the Affected GPU Capacity on a reasonable basis determined by OneQode.
- 3.2 **Credit Cap.** Unless the Order or a signed SLA states otherwise, aggregate Service Credits in any calendar month are capped at 10% of the monthly-equivalent charges for the Affected GPU Capacity, and aggregate Service Credits over the applicable committed term are capped at 10% of the Committed Charges for that Order.
- 3.3 **Claim Process.** The Customer must request a Service Credit within 30 days after the event or monthly report giving rise to the claim and must provide reasonable supporting details. Service Credits not requested within that period are waived.
- 3.4 **Application of Credits.** Service Credits are applied only as credits against future invoices or post-transfer service charges unless otherwise required by law or expressly agreed by OneQode in writing.
- 3.5 **Sole Remedy.** Service Credits are the Customer's sole and exclusive remedy for failure to meet an applicable Service Level, except for fraud, wilful default or liability that cannot be limited by law.

### 4. Exclusions

- 4.1 **Exclusions.** Under this Schedule, the following are excluded from any Service Credit calculation:
  - (a) Customer equipment, software, workloads, datasets, models, containers, credentials, configuration, access methods, network dependencies or Customer Environment issues.
  - (b) Acts or omissions of the Customer, Authorised End Users, Downstream End Users or third parties not under OneQode control.
  - (c) Planned maintenance, emergency maintenance, security actions, compliance holds or suspensions, Vendor Requirements, data centre requirements or directions from data centre operators or regulators.
  - (d) Force majeure, utility issues, carrier failures, public Internet issues, OEM defects, vendor RMA periods, hardware lifecycle events or lack of available spare parts outside OneQode's reasonable control.
  - (e) Customer failure to provide timely notice, access, evidence, cooperation, approvals, credentials, logs, workload details or information reasonably required for investigation or remediation.
  - (f) Suspensions, disconnections, restrictions or terminations permitted under the MSA, the Order, these Product Terms, the AUP, Export Control Laws, sanctions, Vendor Requirements or applicable law.
  - (g) Failures during acceptance testing, staging, onboarding, burn-in, proof-of-concept or pre-production periods unless the Order expressly states otherwise.

### 5. Reporting and Disputes

- 5.1 **Service Reports.** OneQode may provide Service Level reports through the OneQode Portal, email, monthly service review or other reasonable mechanism. OneQode's records are the primary source for Service Level calculation unless the Customer demonstrates manifest error.
- 5.2 **Disputes.** The parties will work in good faith to resolve any Service Level or Service Credit dispute promptly. A dispute about Service Credits does not relieve the Customer of payment obligations.