

evroc – Service Terms

1 The Service Terms

1.1 These Service Terms shall form an integral part of the Agreement between evroc and the Customer and govern the Customer's use of the Services. Capitalised terms used but not defined in these Service Terms are defined in the General Terms or otherwise in the Agreement.

1.2 For the purposes of these Service Terms, "**Monthly Uptime Percentage**" shall be calculated as:

$$\frac{(\text{total minutes in month} - \text{minutes unavailable for the relevant Service})}{\text{total minutes in month}} \times 100\%$$

2 Preview Services

2.1 The Customer may in some cases access and use certain services, features and products made available by evroc which are not yet generally available to evroc's other customers, including but not limited to services, features or products labelled as "preview", "pre-release", "test", "beta", and any related services, features and products ("**Preview Services**"). The provisions under this section 2 shall be applicable to every and all the Customer's use of the Preview Services.

2.2 The Customer shall comply with all terms related to any Preview Services that are in any way made available to the Customer by evroc. evroc may at any time add, change or modify the terms related to any Preview Services.

2.3 Unless otherwise stated in the Agreement, the Preview Services are provided for evaluating purposes only and should not be used for processing sensitive Customer Content.

2.4 evroc may suspend or terminate the Customer's use of the Preview Services at any time. After the suspension or termination, for any reason, of the Customer's access to the Preview Services, the Customer shall not have any further right to access or use the applicable Preview Services, and the Customer Content used within the Preview Services may be deleted or made inaccessible by evroc.

2.5 All information related to the Preview Services shall be considered as confidential information.

2.6 Without limiting any other disclaimers in the Agreement, the Customer understands and agrees that the Preview Services are not ready for general commercial release and may contain bugs, defects or harmful components. evroc is providing the Preview

Services to the Customer “AS IS” and make no representations or warranties of any kind, whether express implied, statutory or otherwise regarding the Preview Services.

3 evroc Storage

3.1 evroc Storage is an object storage service provided by evroc (“**evroc Storage**”). evroc Storage is offered on a regional basis, with Customer Content being stored across multiple availability zones as specified in the technical documentation and on evroc’s Website (“**Availability Zones**”). The available configurations are subject to change and are published on evroc’s Website from time to time. The provisions under this section 3 shall be applicable to the Customer’s use of the evroc Storage Service.

3.2 Service levels:

Availability:

evroc shall use commercially reasonable efforts to maintain a Monthly Uptime Percentage of not less than 99.9% for the evroc Storage.

With regard to the Monthly Uptime Percentage calculation for evroc Storage, “unavailability” shall mean any period during which the Customer’s requests for reading or writing data result in server-side errors throughout the region. Scheduled maintenance for which evroc has notified at least one week in advance on evroc’s Website is excluded from the calculation of Monthly Uptime Percentage.

These availability targets are design objectives and only included in these Service Terms for informational purposes and shall not in any way be interpreted as a representation or warranty of any kind.

Durability:

Evroc Storage is designed to achieve an annual durability of 99.99999999% for objects stored, by redundantly storing data across multiple Availability Zones. This durability target is a design objective and only included in these Service Terms for informational purposes and shall not in any way be interpreted as a representation or warranty of any kind.

3.3 The Customer shall be solely responsible for encrypting all data stored in the evroc Storage.

3.4 The Customer shall manage and keep its own backup and recovery procedures and shall be responsible for all Customer Content stored or processed through evroc Storage.

4 evroc Compute

4.1 evroc Compute is a Service that provides virtual machine (“**VM**”) instances on a zonal basis (“**evroc Compute**”). evroc Compute permits the provisioning of standard VMs with an optional graphics processing unit (“**GPU**”) configuration. Available VM configurations and options are published on evroc’s Website from time to time and are subject to periodic changes. The provisions under this section 4 shall be applicable to the Customer’s use of the evroc Compute Service.

4.2 Service levels:

Availability:

4.3 evroc shall use commercially reasonable efforts to maintain a Monthly Uptime Percentage of not less than 99.9% for the evroc Compute Service.

With regard to the Monthly Uptime Percentage calculation for evroc Compute, “unavailability” shall mean any period during which the Customer’s VM instances become completely unresponsive (e.g., no network connectivity) due to a failure in the underlying infrastructure. Scheduled maintenance for which evroc has notified at least one week in advance on evroc’s Website is excluded from the calculation of Monthly Uptime Percentage.

These availability targets are design objectives and only included in these Service Terms for informational purposes and shall not in any way be interpreted as a representation or warranty of any kind.

4.4 Some parts of the Customer’s use of the evroc Compute will include the use of NVIDIA Corporation’s GPU software. The Customer’s use of NVIDIA Corporation’s GPU software shall be subject to the terms and conditions of the NVIDIA end user license agreement. The Customer shall be solely responsible for obtaining all required licenses from NVIDIA Corporation and to comply with the NVIDIA end user license agreement and any other applicable terms in connection therewith.

4.5 The Customer shall be responsible for establishing a multi-zone deployment strategy to meet its internal availability requirements.

4.6 The Customer shall be solely responsible for its own data encryption and for managing backup and recovery of Customer Content stored or processed on VM instances.

5 evroc Bare Metal

5.1 evroc Bare Metal is a Zonal Service in which evroc dedicate physical servers to the Customer (“**evroc Bare Metal**”). evroc Bare Metal provide the Customer with exclusive access to physical servers.. The detailed hardware specifications, available configurations, and performance parameters are published on evroc’s Website from

time to time. The provisions under this section 5 shall be applicable to the Customer's use of the evroc Bare Metal Service.

5.2 Service levels:

Availability:

- 5.3 evroc shall use commercially reasonable efforts to deliver a Monthly Uptime Percentage of at least 99.9% for evroc Bare Metal servers on a per-zone basis.

With regard to the Monthly Uptime Percentage calculation for evroc Bare Metal, "unavailability" shall mean any period when the evroc Bare Metal servers are not powered on and network-accessible normally functioning. Scheduled maintenance for which evroc has notified at least one week in advance on evroc's Website is excluded from the calculation of Monthly Uptime Percentage.

These availability targets are design objectives and only included in these Service Terms for informational purposes and shall not in any way be interpreted as a representation or warranty of any kind.

- 5.4 The Customer shall be solely responsible for ensuring zonal availability of its applications through its own architecture (e.g., by deploying services across multiple zones if required).
- 5.5 The Customer shall be solely responsible for its own data encryption and for managing backup and recovery of Customer Content stored or processed on evroc Bare Metal servers.