

Server Room Cabinet Space Rental Service Agreement

Contract Customer:

Contract Number:

亞灣超算股份有限公司

Visionbay.ai Co., Ltd.

臺北市內湖區基湖路 32 號 114699

Taipei City 114699, Taiwan (R.O.C)

No. 32, Jihu Rd., Neihu Dist.,

TEL: +886-2-2268-3466



Order Form

This Order Form, including all exhibits attached hereto, ("**Order Form**") between Visionbay.ai Co., Ltd. ("**Service Provider**") and [Customer Legal Name] ("**Customer**") is entered into pursuant to and incorporated into the Master Cloud Services Agreement entered into between Service Provider and Customer ("**Agreement**"). This Order Form is effective as of the last date signed below by the parties ("**Order Form Effective Date**"). Service Provider and Customer will each be referred to individually as a "party" and together as the "parties."

This Order Form is subject to, and Visionbay.ai Co., Ltd. agrees to be bound by, all the terms and conditions of the Agreement as if it were an original signatory to it.

1. Order Information

1.1. Contact Information

1.1.1. Customer: [Customer] Corporation, [Customer Address].

1.1.2. Service Provider: Visionbay.ai Co., Ltd., 10 F., No. 32, Jihu Rd., Neihu Dist., Taipei City 11492, support@visionbay.ai

1.2. Services: The provision and operation of a Reserved Instance as stated in this Order Form.

1.3. Service Period: The Service period will begin upon the Order Form Effective Date and will end on the date that is 48 months after the final acceptance of the Cluster. The estimated date of final acceptance of the Cluster is 2029 Dec 31st.

1.4. Cluster Price: The Fees for the provision of the Cluster under this Order Form shall be calculated at a rate of **USD \$[#]** per GPU per hour. Service Provider will invoice Customer in accordance with Section 8.5 below, at the beginning of each month during the Service Period for all Fees due for the previous month. Customer will pay such invoices within [Payment Terms] days following Customer's receipt of the invoice and otherwise in accordance with Section 11 (Payment of Fees) of the Agreement. The total Fees for the Services for the full Services Period will not exceed the Fees for 48 months at 100% capacity.

1.5. Data Center Location.

1.6. Quantity: [#] [GPU Model] GPUs, [#] CPU Compute Grace nodes, [#] CPU Compute x86 nodes, [#] GPU Support Services Nodes, [#] Net App Appliance, and [#] HSS nodes as specified in Exhibit 1 (Service Specifications).

2. Definitions. The capitalized terms in this section will have the following meanings whenever used in this Order Form. Other capitalized terms not defined in this Order Form will have the meaning given to them in the Agreement.

2.1. "**Break-Fix Ticket**" means any ticket Customer submits to Service Provider to address a hardware failure or operational issue, in each case, that requires replacement or repair.

2.2. "**Cluster**" means the components listed in Exhibit 1 (Service Specifications) to this Order Form.

2.3. "**GPU Instance**" means the "GPU Servers" Section of Exhibit 1 (Service Specifications) to this Order Form, which represents the components of the Cluster that correspond to [#] [GPU Model] GPUs.

2.4. A "**Humidity Outage**" begins when at least two sensors that measure the humidity inside a single cold aisle fail to meet the Humidity Service Level Goal specified in Exhibit 2 ([Customer] Recommended Data Center Design and Specifications for Large Nonblocking Clusters of GPUs) for more than 4 hours and ends when the humidity in the cold aisle meets the Humidity Service Level Goal. Any GPU Instance unavailability as a result of a Humidity Outage shall be determined and measured in accordance with Section 8.4.1 of this Order Form.

2.5. "**Key Service**" means the Services related to the Cluster.

2.6. "**Material Outage**" means (a) a Power Outage of, or (b) GPU Instance unavailability under Section 8.2.2 of, more than 20% of the total GPU Instances for more than 4 consecutive hours that occurs separately more than 3 times during any 6-month period after the date the SLAs start to apply under Section 8.1. Multiple issues occurring during a single consecutive 24-hour period will not count as occurring "separately" for the purposes of this definition.



- 2.7. “**MTTR**” means the average time calculated over a 30-day rolling period it takes Service Provider to fully resolve and close a Break-Fix Ticket (of any type, whether for a GPU Instance or otherwise) as measured for each Break-Fix Ticket from the time that the Break-Fix Ticket was submitted until Service Provider (acting reasonably and in good faith) closes the Break-Fix Ticket in Service Provider’s ticketing system, provided that if Customer reasonably believes the Break-Fix Ticket was improperly closed the parties will follow the Ticket Closure Dispute Process.
 - 2.8. “**Outage**” means a Humidity Outage, Power Outage or Temperature Outage (as applicable).
 - 2.9. “**Power Outage**” has the meaning given in Exhibit 2, ([Customer] Recommended Data Center Design and Specifications for Large Nonblocking Clusters of GPUs), and begins when Service Provider fails to meet the Power Service Level Goal and ends when Service Provider (acting reasonably and in good faith) notifies Customer that the power meets the Power Service Level Goal again, provided that if Customer disputes the end of the Power Outage such Power Outage continues until Service Provider demonstrates to Customer that the Power Service Level Goal is met again. Power outages on different feeder circuit pairs occurring at the same time are considered one (1) Power Outage.
 - 2.10. “**Review Process**” means the process to obtain Customer’s approval as required by this Order Form, which process will be initiated by emailing [Customer Email] with a request for Customer’s approval.
 - 2.11. A “**Temperature Outage**” begins when at least two sensors that measure the temperature inside a single cold aisle or liquid loop fail to meet the Temperature Service Level Goal for more than 30 minutes and ends when the temperature in the cold aisle or liquid loop (as applicable) meets the Temperature Service Level Goal for a minimum of 30 minutes.
 - 2.12. “**Ticket Closure Dispute Process**” means the following process: if Customer reasonably believes that Service Provider improperly closed a Break-Fix Ticket, Customer may dispute the closure of, and may re-open, the Break-Fix Ticket. If Service Provider disputes Customer’s re-opening of the Break-Fix Ticket, the parties will meet in good faith to determine whether the Break-Fix Ticket was improperly closed. If the parties determine that the Break-Fix Ticket was improperly closed by Service Provider, the time will continue to run on the original Break-Fix Ticket until the Ticket is properly closed. If the parties determine that the Break-Fix Ticket was properly closed by Service Provider, the Break-Fix Ticket will be deemed closed as of the time Service Provider closed it. If after the parties meet in good faith, they continue to disagree as to whether Service Provider properly closed the Break-Fix Ticket, the matter will be resolved by the Dispute Resolution process in Sections 12(b) and 12(c) of the Agreement.
3. **Designs and Specifications:** Recommended Data Center Design and Specifications for Large Nonblocking Clusters of [GPU Model] GPUs (attached as Exhibit 2 to this Order Form) sets forth [Customer]’s design and specification recommendations for optimal performance of clusters of [GPU Model] GPUs. Service Provider will, in accordance with its standard operating procedures, follow OEM recommendations as of the date the relevant materials are procured, including those set forth in Exhibit 2 (NVIDIA Recommended Data Center Design and Specifications for Large Nonblocking Clusters of [GPU Model] GPUs), except for minor deviations that do not affect performance. Service Provider will keep Customer informed of the progress of Service readiness.
 4. **Data Center Requirements**
 - 4.1. **Service Provider Responsibilities.** Service Provider is responsible for the following data center requirements.
 - 4.1.1. **Provision of Data Center.** Service Provider will provide all mechanical, electrical, plumbing and hardware necessary for the Cluster according to the requirements and standards in this Order Form.
 - 4.1.2. **Service Specifications.** The Services consist of the materials in Exhibit 1 (Service Specifications).
 - 4.1.3. **Physical Security.** In addition to the Security requirements in Exhibit A to the Agreement (to the extent applicable to this Order Form under Section 10 of this Order Form), Service Provider will also implement and consistently maintain the following security measures for access to the data halls housing equipment used to provide services requiring a certain tier of security in Service Provider’s data center: (a) no unescorted persons will be permitted in such data halls, (b) routine access requests must be submitted via security ticket 24 hours in advance and include the purpose for the visit and the names of personnel, vendors and others who will visit such data halls, and (c) Service Provider personnel will escort at all



times visitors to such data halls. If access to such data halls is required for emergency purposes (e.g., flooding), Service Provider must safely escort personnel or others visiting such data halls for emergency purposes. Service Provider will maintain records of access control data, including access required for emergency purposes, and access control devices for such data halls.

- 4.1.4. Media handling. Service Provider will manage the lifecycle of media (e.g., data drives and non-volatile memory) according to its standard policies and procedures, which will include destruction of any media removed while repairing or replacing any portions of the Cluster.
- 4.1.5. PUE Target. In the operation of its data center, Service Provider will seek to target a PUE value of 1.2 or lower.
- 4.2. Maintenance and Inspections. Maintenance and inspection are vital components of data center operations. Tickets can be created by either Customer or Service Provider to inform the other party of required maintenance or inspections according to Exhibit 4 (Ticket Workflow). Service Provider will provide Customer notice of maintenance and inspections as follows:
 - 4.2.1. Elective Maintenance (including, but not limited to, UPS maintenance and software and firmware upgrades): 14 days' written notification and Customer may request that Service Provider reschedule any Elective Maintenance and Service Provider will accommodate Customer's reasonable schedule requests.
 - 4.2.2. Emergent Preventative Maintenance 7 days' notification.
 - 4.2.3. Emergency Maintenance (e.g., risk of bus-bar failure): Service Provider will use best efforts to provide notice within 24 hours.

5. Cluster Requirements and Operations

- 5.1. Service Provider Responsibilities.
 - 5.1.1. Installation. Service Provider may engage contractors qualified under industry standards for installation, cabling, and initial validation tasks as needed.
 - 5.1.2. Data Center Operations. Service Provider will perform all necessary hands-on data center operations tasks related to the upkeep, troubleshooting, and maintenance of the Cluster, including but is not limited to, physical inspections, hardware replacements or repair.
 - 5.1.3. Maintenance and Repairs. Service Provider will perform maintenance and repair of the Cluster. Service Provider will execute break-fix procedures according to Break-Fix Tickets according to Exhibit 4 (Ticket Workflow). Within 24 hours of any replacement or repair, Service Provider will initiate validation of the replacement or repair. Customer will provide reasonable validation tools, scripts, procedures and error codes that the OEM recommends as specified in Part A of Exhibit 3 ([Customer] Cloud Partner Cluster Test Plan and Standard Acceptance Criteria) so that Service Provider has access to the same validation tests Customer will run.
 - 5.1.4. Limited Admin Access Rights. Service Provider will have administrative rights to those portions of the Cluster necessary for Service Provider to address Break-Fix Tickets until the Ticket is resolved.
- 5.2. Monitoring and Tickets.
 - 5.2.1. Monitoring. Customer will have real-time monitoring capabilities for the installed Cluster and data center environmental conditions. Customer will have root access to the Cluster and other equipment used to provide Services to Customer, including but not limited to access to power monitoring sensors to support real time power monitoring of busways and PDUs.
 - 5.2.2. Tickets. Customer will conduct triage according to the workflow detailed in Exhibit 4 (Ticket Workflow) to this Order Form and will issue tickets to the Service Provider's data center operations team for activities, including but not limited to: (a) Break-Fix and (b) maintenance. Customer will create, update and monitor tickets via its API access to Service Provider's ticketing system. Customer will programmatically create and update tickets and have access to or a mirror of the Service Provider's ticket database as relevant to Customer sufficient to permit Customer to track and report ticket status and metrics.



- 5.2.3. Admin Access Rights: At all times, Customer will have full remote administrative rights to the Cluster used to provide Services to Customer.

6. Network Requirements

- 6.1. Ongoing Networking Support: Service Provider will provide ongoing network support, including but not limited to, cable maintenance, diagnostics, troubleshooting according to tickets submitted by Customer. Service Provider will configure the network to monitor data center infrastructure components.

7. Acceptance Criteria

- 7.1. Data Center Acceptance: Prior to Customer undertaking the Service Provider Tests in Section 7.2.2, Service Provider will provide to Customer CFD models. Prior to the Customer undertaking the Customer Tests in Section 7.2.3, Customer will run the entire Cluster at full utilization and initiate the Review Process to review the resulting operational data regarding power, temperature and humidity. Customer and Service Provider will meet to review the results and based on those results work with Service Provider (acting reasonably and in good faith) to achieve full operation of the entire Cluster.
- 7.2. Cluster Acceptance.
- 7.2.1. OEM Tests. Service Provider will initiate the Review Process for Customer to review and approve the suite of tests that an OEM will run on the components of the Cluster. Service Provider will ensure that all burn-in tests agreed in accordance with such Review Process are executed by its OEM system vendor. Each component must pass the tests at the applicable OEM factory prior to shipment to Service Provider for use for Customer's Services. Service Provider will share with Customer all test results provided to it by the OEM.
- 7.2.2. Service Provider Tests. Upon installation of the Cluster, Service Provider will, in accordance with its standard operating procedures, conduct full cluster validation tests as recommended by the OEM and specified in Part A of Exhibit 3 ([Customer] Cloud Partner Cluster Test Plan and Standard Acceptance Criteria). Updates to the validation tests will be implemented where the OEM recommends such updates to the broader market and such updates are mutually agreed by the parties. Service Provider will submit a comprehensive report to Customer detailing the test procedures, results, corrective actions taken, and compliance with all test requirements in this Section 7.2.2.
- 7.2.3. Customer Tests. The Customer tests that will be executed are identified in Part B of Exhibit 3 ([Customer] Cloud Partner Cluster Test Plan and Standard Acceptance Criteria). Customer will run such tests within 14 days of the report in Section 7.2.2. Each component of the Cluster must pass those tests as a condition of Customer's acceptance under Section 7.2.4.
- 7.2.4. Customer Acceptance. Service Provider will initiate the Review Process for Customer to review the results of the tests identified in Sections 7.2.1 (OEM Tests) and 7.2.2 (Service Provider Tests) and for Customer to either (a) accept the Cluster, or (b) request that Service Provider remediate any identified issues with the Cluster. Customer may terminate this Order Form for a material breach under Section 10(b)(i) of the Agreement if the results of the tests in this Section 7.2 continue for 90 days from delivery of the Cluster to be insufficient for Customer to accept the Cluster in accordance with this Section 7.2.4.
- 7.2.5. Invoicing Fees. Upon Customer's acceptance of the Cluster, Service Provider will commence invoicing Fees to Customer. Service Provider may not invoice Fees unless and until Customer accepts the Cluster under this Section 7.2.

8. SLAs

- 8.1. SLA Applicability. The SLAs in this Section 8 will apply starting 90 days from Customer's acceptance of the Cluster.
- 8.2. GPU Instance Availability SLA.
- 8.2.1. GPU Instance Failure Process. Customer is responsible for submitting a Break-Fix Ticket to Service Provider for unavailability of GPU Instances. Upon Customer's submission of a Break-Fix Ticket, Service Provider will assume full responsibility for (a) replacing and repairing any defective components, or (b) initiating a return material authorization ("RMA") process.



- 8.2.2. Availability. A GPU Instance is unavailable if it does not run Customer workloads as specified in Part A of Exhibit 3 ([Customer] Cloud Partner Cluster Test Plan and Standard Acceptance Criteria). In such case, the GPU Instance will be considered unavailable from the time that Customer submits a Break-Fix Ticket for the GPU Instance to the time Service Provider (acting reasonably and in good faith) closes the Break-Fix Ticket in Service Provider's ticketing system, provided that if Customer reasonably believes the Break-Fix Ticket was improperly closed the parties will follow the Ticket Closure Dispute Process. A GPU Instance will only be counted as unavailable once if it is simultaneously the subject of one or more Break-Fix Tickets or is unavailable under more than one of the following Sections: Section 8.2.2, Section 8.3.2, and Section 8.4.1.
- 8.2.3. Secondary Failures. If a secondary, independent fault is identified during validation, Customer or Service Provider will submit a new Break-Fix Ticket for this separate event. A secondary failure (or any new Break-Fix Ticket) will not extend the time of unavailability for an earlier Break-Fix Ticket.
- 8.2.4. Adequate Resources. Service Provider will use commercially reasonable endeavors to provide adequate staffing, spare parts, and RMA timelines to meet the GPU Instance Availability SLA under this Section 8.2.
- 8.3. Cluster Component SLA.
- 8.3.1. Cluster Component Failure Process. Customer is responsible for submitting a Break-Fix Ticket for failure of any component of the Cluster. Upon Customer's submission of such a Break-Fix Ticket, Service Provider will assume full responsibility for (a) replacing and repairing defective components or (b) initiating an RMA process.
- 8.3.2. Availability. A Cluster component is unavailable if it will not run Customer workloads as specified in Part A of Exhibit 3 ([Customer] Cloud Partner Cluster Test Plan and Standard Acceptance Criteria). In such case, the Cluster component will be considered unavailable from the time that Customer submits a Break-Fix Ticket for the Cluster component to the time the Service Provider (acting reasonably and in good faith) closes the Break-Fix Ticket in Service Provider's ticketing system, provided that if Customer reasonably believes the Break-Fix Ticket was improperly closed the parties will follow the Ticket Closure Dispute Process. A Cluster component will only be counted as unavailable once if it is simultaneously the subject of one or more Break-Fix Tickets or is unavailable under more than one of the following Sections: Section 8.2.2, Section 8.3.2, and Section 8.4.1.
- 8.3.3. Mean Time To Repair. Service Provider will adhere to a four-day MTTR for Break-Fix Tickets (of any type, whether for GPU Instances or other Cluster components) as measured over a rolling 30-day period.
- 8.3.4. Secondary Failures. If a secondary, independent fault is identified during validation, Customer or Service Provider will submit a new Break-Fix Ticket for this separate event, subject to its own MTTR. A secondary failure (or any new Break-Fix Ticket) will not extend the time of unavailability for an earlier Break-Fix Ticket.
- 8.3.5. Adequate Resources. Service Provider will use commercially reasonable endeavors to provide adequate staffing, spare parts, and RMA timelines to meet the Cluster Component Availability SLA.
- 8.3.6. Remedies. If Service Provider does not achieve the four-day MTTR in accordance with Section 8.3.3, at Customer's written request: (a) the parties will escalate the issue to their respective executives, who will meet within 10 business days to discuss and develop a plan to remediate the issue; and (b) at Customer's sole discretion, the failure to repair or replace a particular Cluster component will be deemed a Severity Level 1 event as defined in Exhibit B of the Agreement and treated accordingly. If Service Provider consistently fails to meet the MTTR in accordance with Section 8.3.3, the parties will meet to discuss mutually agreeable remedies, which may include, but are not limited to, changes to processes and terms.
- 8.4. Temperature or Humidity SLA.
- 8.4.1. Availability. A GPU Instance is unavailable if it is affected by a Temperature Outage or Humidity Outage. In such case, the GPU Instance will be considered unavailable from the time that Customer submits a Break-Fix Ticket for the GPU Instance affected by such Temperature Outage or Humidity Outage to the time the Service Provider (acting reasonably and in good faith) closes the Break-Fix Ticket in Service Provider's ticketing system, provided that if Customer reasonably believes the Break-Fix Ticket was



improperly closed the parties will follow the Ticket Closure Dispute Process. Each Temperature Outage or Humidity Outage will be subject to its own Break-Fix Ticket. A GPU Instance will only be counted as unavailable once if it is simultaneously the subject of one or more Break-Fix Tickets or is unavailable more than one of the following Sections: Section 8.2.2, Section 8.3.2, and Section 8.4.1.

- 8.5. **Invoicing Fees.** Service Provider will invoice Customer in accordance with Section 11 of the Agreement at the end of each month in arrears, for all GPUs that have passed acceptance under Section 7.2.4 minus the Fees for each unavailable GPU Instance under Section 8.2.2, Section 8.3.2 (to the extent causing GPU Instance unavailability) or Section 8.4.1 for the duration of the unavailability of such GPU Instance. Any overall commitment will be reduced by the amount not invoiced under this Section 8.5 due to unavailable GPU Instances. In addition to the Fees for GPUs, from the date of Cluster acceptance under Section 7.2.4, Service Provider will invoice Customer for all the additional components of the Cluster (as set out in Section 1.7) at the rates specified in Section 1.4.
- 8.6. **Termination for Material Outages.** A Material Outage constitutes a material breach under Section 10(b)(i) of the Agreement.
- 8.7. **Managed Services Election.** During the Service Period may Customer elect in its discretion to use Service Provider's managed services. If Customer so elects, Customer may also elect in its discretion to apply the SLAs in Section 8.8 of this Order Form to the Services instead of the SLAs set forth in Section 8.2 and 8.3 of this Order Form. In such case, Service Provider will issue as a credit the Fees for a given calendar month for the GPU Instances that did not meet the SLAs in Section 8.8 of this Order Form ("**Service Credits**"). Such Service Credits will be applied against the Fees for the following calendar month. The Service Credits for the final month will be applied to the invoice for that final month.
- 8.8. **Managed Services SLA.** For each individual GPU Instance, Service Provider will use commercially reasonable efforts to make the GPU Instance available at least 99.5% in each calendar month. In the event any GPU Instance does not meet the Managed Services SLA, Customer will receive a Service Credit. The Managed Services SLA Percentage is calculated as 100% minus the percentage of 5-minute intervals during the calendar month in which the applicable GPU Instance was unavailable for the full duration of the interval. For purposes of calculating Service Credits, each GPU Instance will be considered unavailable from the time that Customer submits a Break-Fix Ticket to the time Service Provider (acting reasonably and in good faith) closes the Break-Fix Ticket in Service Provider's ticketing system, provided that if Customer reasonably believes the Break-Fix Ticket was improperly closed the parties will follow the Ticket Closure Dispute Process. A GPU Instance will only be counted as unavailable once if it is simultaneously the subject of one or more Break-Fix Tickets.

Managed Services SLA Percentage	Service Credit Percentage
< 99.50%-99.00%	10%
< 99.00%-95.00%	15%
< 95.00%	30%

9. **Reporting.** Service Provider will report monthly the following information: (a) total number of GPU Instances accepted by Customer, (b) total number of available GPU Instance hours; and (c) total number of unavailable GPU Instance hours under Section 8 (SLAs).
10. **Security and Data Protection.**
- 10.1. **Security.** Exhibit A (Security Standards) to the Agreement applies to the Services under this Order Form to the extent that it is applicable to the activities to be performed by Service Provider in providing those Services.
- 10.2. **Data Protection.** Exhibit C (Data Processing Addendum) to the Agreement applies to the Services under this Order Form to the extent that Service Provider is 'Processing' 'Personal Data' in providing those Services. For the purposes of Exhibit C (Data Processing Addendum) to the Agreement, the nature of the 'Processing' performed by Service Provider is the processing involved in performing the following activities: (i) providing the physical infrastructure and environment for, providing for Customer's use of, and Service Provider's ownership and handling hardware components of, the Cluster on which Processed Customer Data is stored; (ii) operating the



ticketing system and otherwise providing support in connection with the Services; (iii) operating and providing access to ancillary systems, for example, Service Provider's systems for infrastructure monitoring, and (iv) such other 'Processing' as may be agreed between the parties from time to time in an amendment to this Order Form. In this Section 10.2, the indicated defined terms shall have the meaning given to them in Exhibit C (Data Processing Addendum) to the Agreement.

The parties, by signature of their authorized representatives, have executed this Order Form as of the date signed below.

[Customer Legal Name]

2788 San Tomas Expy, Santa Clara, CA 95051

By: _____

Print Name: _____

Title: _____

Date: _____

Visionbay.ai Co., Ltd.

10 F., No. 32, Jihu Rd., Neihu Dist., Taipei City 11492

By: _____

Print Name: _____

Title: _____ Chief Executive Officer _____

Date: _____



Exhibit 1 – Service Specifications



**Exhibit 2 - [Customer] Recommended Data Center Design and Specifications
for Large Nonblocking Clusters of GPUs**

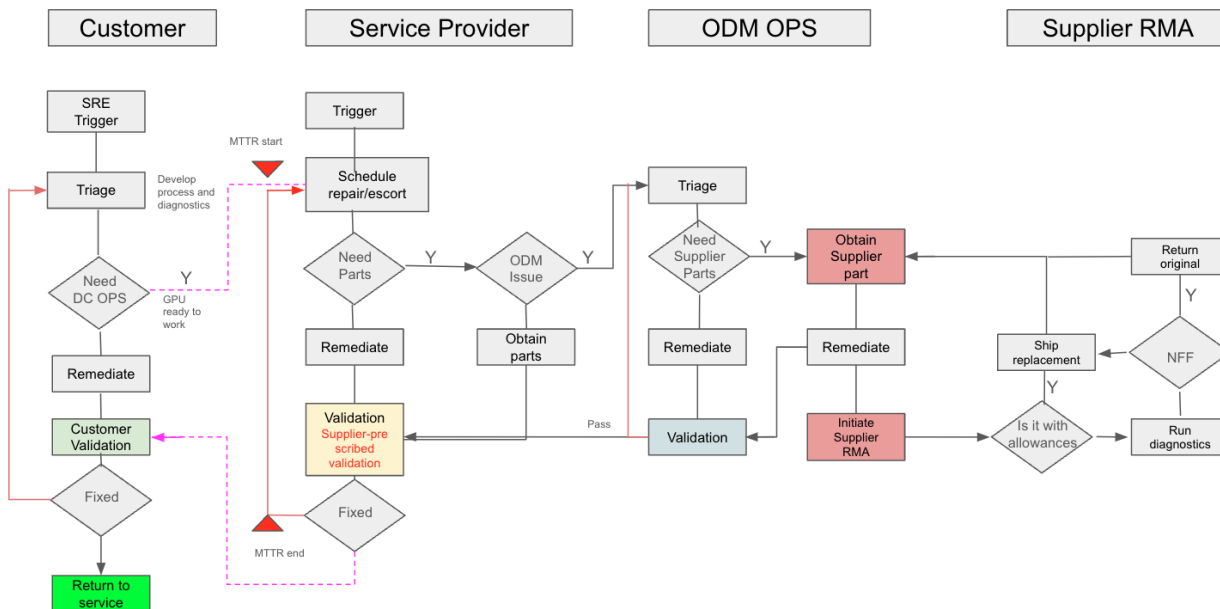


Exhibit 3: [Customer] Cloud Partner Cluster Test Plan and [GPU Model] Standard Acceptance Criteria



Exhibit 4 –Ticket Workflow

11. A party will submit a ticket when it requires support from the other party. These tickets will include but not be limited to: (a) break-fix, (b) maintenance, and (c) visitor access and escorting.
12. The Break-Fix Ticket workflow will be as follows.
 - 12.1. Customer will triage the issue.
 - 12.2. Customer will submit the Break-Fix Ticket to Service Provider (one ticket per issue per system).
 - 12.3. Service Provider will perform the directed repair, replacement or initiate an RMA. Service Provider may return the Break-Fix Ticket to Customer requesting further instructions.
 - 12.4. Service Provider will initiate post replacement or repair validation according to Customer's instructions within 24 hours of the replacement or repair.
 - 12.5. If a secondary, independent issue is identified during validation, Service Provider will submit a new ticket for the separate issue.
 - 12.6. If the replacement or repair fails validation, Service Provider will repeat the process until validation is successful.
 - 12.7. Validation scripts and error codes, as applicable, will be those recommended by the OEM, which are specified in Part A of Exhibit 3 ([Customer] Cloud Partner Cluster Test Plan and Standard Acceptance Criteria) or as otherwise agreed between the parties. Service Provider will not unreasonably withhold or delay its agreement to validation scripts and error codes as updated by the OEM from time to time.
 - 12.8. Service Provider will be responsible for closing Break-Fix Tickets and if Customer reasonably believes the Break-Fix Ticket was improperly closed the parties will follow the Ticket Closure Dispute Process.



Empowering the Future of AI
