

# Addendum to the Terms of Service ("ToS")

## Addendum for GPU servers

### Introduction

cloudscale.ch Ltd. ("we", "us") offers virtual servers and related IT infrastructure services ("services"). Our contractual partner ("customer") may use these services in a self-service fashion, whereby the provisions of the contractual relationship ("framework agreement") including our Terms of Service ("ToS") and any other parts of the contract apply.

Since 2025, we have also offered virtual servers with graphics cards ("GPU servers") as a service, which given their particular properties are not adequately covered by existing contractual provisions. This Addendum for GPU servers thus regulates certain aspects of the use of GPU servers in addition to and in derogation of the existing provisions.

Unless expressly stated otherwise, the provisions in this Addendum take precedence over any other provisions in other parts of the contract.

The use of GPU servers assumes that the customer has agreed to this Addendum in writing or "electronically" (by email or via our online platform) and that we have granted approval, which is determined based on capacity considerations, among other things.

### Change of services used

Virtual servers are offered with various service specifications (known as "flavors") that the customer may switch between ("scale"). The customer, however, acknowledges that scaling is not possible between flavors with graphics cards ("GPU flavors") and flavors without graphics cards (other flavors).

The customer also acknowledges that we only maintain the resources required for GPU servers to a limited degree and that it may not be possible to book a new GPU server or to scale to a larger GPU flavor at a specific time.

### Service level

The customer acknowledges that the normally guaranteed 99.99% availability of our infrastructure per quarter does not apply to GPU servers.

In the event of a hardware defect, affected GPU servers will be restarted on existing replacement hardware, if available, or the procurement of additional replacement hardware will be initiated, whereby no commitment is made with regard to restoration time.

### Maintenance work

During maintenance work carried out by us, affected GPU servers cannot, for technical reasons, be moved to other hardware via live migration. The customer therefore acknowledges that in such cases, GPU servers are shut down for migration or for the duration of the maintenance work and are not continuously available.

The normal provisions apply with regard to announcing maintenance work.

### Disaster recovery

GPU servers allow the use of a "scratch disk". The scratch disk cannot be separated from the GPU server and is also irrevocably deleted when the GPU server is deleted.

To allow fast access times, the scratch disk is operated locally (i.e. in the same physical system as the GPU server and not in one of our storage clusters) on NVMe SSDs in a RAID 1 array. The customer acknowledges that in the case of a hardware defect, the data on the scratch disk may not be available for an indeterminate amount of time or permanently given that, when the GPU server is restarted on replacement hardware, the NVMe SSDs or their data content may only be provided on the replacement hardware with a delay or possibly not at all. Any responsibility in terms of availability of data derived from other provisions (including a DPA if concluded) does not apply to the scratch disk.

The customer shall ensure that only data where a complete loss can be tolerated at any time are stored on the scratch disk. The customer also takes any measures (e.g. copying interim results to other storage locations) deemed reasonable for the use case in question.

### Fair use

Scratch disk hardware may be shared with other customers and the standard "fair use" provisions apply. For GPU servers, however, the CPU and

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GPU cores are available exclusively to the customer and may be used to full capacity.

## **Final provisions**

This Addendum may be terminated separately.  
The provisions of the ToS relating to termination apply mutatis mutandis.

This version of the Addendum applies from 2025-02-24.

In addition, the final provisions of the ToS also apply mutatis mutandis to this Addendum.

Date:

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Customer's signature(s):

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