HOSTED AI REFERRAL PROGRAM TERMS – SUPPLY

Version [1.0] | Last updated: Nov 11th 2026

These Hosted AI Referral Program Terms – Supply (the "Agreement" or "Terms") are entered into, and are effective as of the date of HOSTED AI's Onboarding Confirmation under Section 24.2 (the "Effective Date"), between:

HOSTED AI INC., a corporation incorporated under the laws of the State of Delaware, United States, with its registered address at 2880 Zanker Road Suite 203, San Jose, CA 95134 ("HOSTED AI", "we", or "us");

and

the entity identified as the referral partner in the Referral Program application submitted to HOSTED AI under Section 24 (the "Application") ("Referral Partner," "you"). "Referee" means a prospective supplier introduced to HOSTED AI by the Referral Partner that provides, or is intended to provide, GPU compute capacity, infrastructure, data centre or related services or technology to HOSTED AI (a "Supply Referee").

HOSTED AI and the Referral Partner may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

This Agreement sets out the terms under which the non-exclusive Referral Partner shall introduce prospective Referees to HOSTED AI for the supply to HOSTED AI of GPU compute capacity, infrastructure, data centre or related services ("Supplied Capacity") used by HOSTED AI to deliver GPU infrastructure services, whether offered under the Hosted AI name or any of its brands, trade names, domains, or platforms (including, without limitation, gpuaas.com and packet.ai) (the "GPU Infrastructure Services"), in return for a referral fee.

Definitions. In this Agreement:

"Accepted Referral" means a referral that has received both a Registration Approval and a Deal Approval under Section 2.

"Referee Contract" means the definitive agreement under which HOSTED AI procures Supplied Capacity from a Referee.

"Net Collected Revenue" means amounts actually received by HOSTED AI in cleared funds from its customers for GPU Infrastructure Services delivered using Supplied Capacity procured from a Referee under a Referee Contract during the Attribution Period, net of any sales, use, value-added or similar taxes, refunds and chargebacks. Where a customer's GPU Infrastructure Services are delivered using both Supplied Capacity and other capacity, Net Collected Revenue is apportioned by the GPU-hours delivered from Supplied Capacity.

2. Deal Registration, Approval & Validity

2.1. **Registration.** The Referral Partner shall register each proposed referral in writing (email or form) before any commercial introduction, stating the Referee's full legal name, jurisdiction of incorporation, registered address, ultimate beneficial owners (where known), primary contact and the anticipated capacity offering (including GPU model, quantity, location and availability).

2.2. **HOSTED AI Approval.** Registration does not by itself create any entitlement. A registration is accepted only if and when HOSTED AI confirms its acceptance in writing (a "Registration Approval"), which HOSTED AI may grant, condition or withhold in its sole discretion. A registration that HOSTED AI has not approved in writing is not accepted.

2.3. **Deal Approval – Export Control and KYC.** HOSTED AI's approval of any transaction with a Referee (a "Deal Approval") is subject to the Referee first completing, to HOSTED AI's satisfaction in its sole discretion: (a) HOSTED AI's know-your-customer / know-your-business (KYC/KYB) due diligence, including verification of identity, ownership, control and ultimate beneficial owners, and sanctions, denied-party and politically exposed person screening; and (b) HOSTED AI's export control review of the Referee, its owners and controllers, the Supplied Capacity (including the hardware, its origin and its location) and

HOSTED AI's intended use and resale of it, for compliance with applicable U.S. export control laws (including the Export Administration Regulations, and the controls applicable to items classified under ECCNs 3A090 and 4A090 and to destinations in Country Groups D:1, D:4 and D:5) and applicable sanctions laws. No Referee Contract shall be entered into, and no Referral Fee shall accrue, before Deal Approval is given in writing.

2.4. **Cooperation.** The Referral Partner shall use reasonable efforts to procure that the Referee promptly provides the information and documents HOSTED AI reasonably requests for the purposes of Section 2.3, and shall promptly disclose to HOSTED AI any information known to it indicating that a Referee or a proposed transaction may not satisfy Section 2.3.

2.5. **Failure or Withdrawal.** If a Referee fails, refuses or does not complete the reviews in Section 2.3, or HOSTED AI later determines that any of those requirements is no longer satisfied, HOSTED AI may decline or withdraw its Registration Approval or Deal Approval without liability, and no Referral Fee shall be payable in respect of that Referee (or, in the case of a later determination, in respect of any amount received after that determination). Section 19.3 applies in addition.

2.6. **Validity.** Each Registration Approval is valid for six (6) months from its date. If no Referee Contract is entered into within that period, the registration lapses. Referral validity may be extended by mutual written agreement.

3. **Partner Contribution**

The Referral Partner's sole obligation is to provide:

a. A warm introduction to a relevant commercial or technical decision-maker; and

b. High-level context regarding the Referee's anticipated capacity offering (including GPU model, quantity, location and availability).

c. No ongoing sales involvement, deployment support, or Referee management is required; however, the Referral Partner may, at HOSTED AI's request, provide reasonable assistance in connection with a Referee, subject to mutual availability and without creating any obligation, exclusivity, or additional compensation unless expressly agreed in writing.

4. **Referee Relationship & Commercial Control**

4.1. Upon an Accepted Referral, HOSTED AI shall own and manage the Referee relationship, including pricing, contracting, negotiation, procurement, onboarding, service levels, renewals, and expansions.

4.2. The Referral Partner shall have no obligation and no expectation to participate in future negotiations or transactions with the Referee.

5. **Referral Fee Structure**

5.1. **Referral Fee Rate**

HOSTED AI shall pay the Referral Partner a referral fee (the "Referral Fee") equal to the percentage of Net Collected Revenue agreed for each Accepted Referral and set out in the Schedule A issued by HOSTED AI for that Referee and confirmed by the Referral Partner in writing (including by email). No Referral Fee is payable for a referral for which no Schedule A has been so issued and confirmed.

5.2. **Attribution Period**

The Referral Fee applies to the GPU Infrastructure Services transaction specified in this contract for a period of the first Twelve (12) months ("**Attribution Period**") following the Referee's initial introduction.

Referral Fees shall not apply to any renewals, extensions, expansions, or new agreements entered into after the Attribution Period.

5.3. **Margin Application**

The Referral Fee percentage shall apply irrespective of pricing changes, discounts or bundled arrangements, and is calculated on Net Collected Revenue only.

Subject to Sections 5.2 and 5.4, the Referral Fee applies to all arrangements with the Referee entered into during the Attribution Period, including:

a. initial deployment
b. scaling / ramp-up
c. additional nodes / clusters
d. reserved or on-demand capacity
e. renewals, extensions, expansions
f. renegotiated or restructured agreements
g. any successor, replacement, or parallel agreements

The Referral Fee percentage, once agreed for a Referee, shall not be reduced except as expressly permitted under Section 6, and shall apply for the duration of the Attribution Period defined in Section 5.2. For the avoidance of doubt, no Referral Fee shall apply to renewals, extensions, expansions, or successor arrangements entered into after the Attribution Period.

5.4. **Programme Limitation**

Referral fees do not apply to transactions contracted after the expiration of the Attribution Period.

6. **Margin Protection & Referral Fee Adjustment**

6.1. **Commercial Intent**

The Parties acknowledge that GPU Infrastructure Services are subject to fluctuating infrastructure, energy, and capacity costs, and that referral fees are intended to be payable only where commercially viable.

6.2. **Margin Protection**

Notwithstanding Section 5, Hosted AI shall not be required to pay a referral fee where doing so would result in a referred transaction being loss-making or economically unviable for HOSTED AI.

6.3. **Adjustment Right**

Where a customer of HOSTED AI claims, and HOSTED AI grants, a service-level credit against amounts invoiced for GPU Infrastructure Services delivered using Supplied Capacity, HOSTED AI may reduce the referral fee for the affected transaction by an amount proportionate to the SLA credit actually claimed by and granted to that customer. Save as provided in Section 6.2, no other downward adjustment to the referral fee shall be permitted. For the avoidance of doubt, because referral fees are calculated on a cash-collected basis under Section 7.2, any such SLA credit shall be given effect only once and shall not result in a double reduction of the referral fee.

6.4. **Notice Requirement**

In such cases, HOSTED AI shall provide the Referral Partner with written notice of the adjustment, including a high-level explanation of the commercial rationale. No adjustment shall apply unless such notice is provided.

6.5. Scope Limitation

Any adjustment under this Section shall:

a. Apply only to the specific transaction(s) identified; and

b. Not constitute a waiver or amendment of the referral fee structure for any other transactions or Referees.

7. **Payment Conditions**

7.1. Referral fees are payable only after HOSTED AI has received payment from its customer(s) for GPU Infrastructure Services delivered using the Supplied Capacity.
7.2. Referral fees are calculated strictly on a cash-collected basis.
7.3. No referral fees shall accrue or be owed in advance of payment receipt.

8. **Payment Process & Timing**
8.1. **Referral Fee Calculation**

HOSTED AI shall calculate referral fees based on its internal records of Net Collected Revenue attributable to accepted referrals.

8.2. HOSTED AI shall invoice and collect payment directly from its customers.
8.3. Following receipt of payment, HOSTED AI shall provide Referral Partner with a monthly statement including GPU usage, revenue received, Referral Fee calculation payable to Referral Partner.
8.4. Referral Partner shall issue an invoice for the confirmed amount only.
8.5. HOSTED AI shall pay all undisputed amounts within 10 (Ten) business days of receipt of invoice

8.6. **Notification**

HOSTED AI shall notify the Referral Partner on a monthly basis the referral fee amount payable for that period.

8.7. **Invoicing**

Upon receipt of such notification, the Referral Partner shall submit an invoice for the notified amount only, referencing the HOSTED AI notification.

8.8. **Payment Timing**

Referral fees shall be paid monthly in arrears, subject to receipt of a valid invoice and any required tax documentation.

8.9. **Clarification Right**

Upon reasonable written request, the Referral Partner may request clarification of the referral fee calculation for a specific Referee, provided such request does not require disclosure of commercially sensitive pricing or confidential Referee information.

9. **Exclusions**

No referral fees shall be paid on:
a. Proof-of-concept, trial, or non-billable deployments
b. Internal, sandbox, or test environments
c. Suppliers with which HOSTED AI already has a relationship or is in active discussions prior to referral registration
d. Transactions contracted outside the attribution period

e. Referees or transactions that have not received both a Registration Approval and a Deal Approval

10. **Referral-Only Relationship**

This Agreement is strictly referral-only. Nothing in this Agreement:
a. Grants resale, distribution, sublicensing, or representation rights;

b. Authorizes the Referral Partner to bind HOSTED AI; or
c. Creates an agency, partnership, joint venture, or employment relationship.

11. **Non-Circumvention**

11.1. **Introduced Referees**

During the Attribution Period for an Accepted Referral, neither Party shall knowingly take actions intended to circumvent the other Party for the purpose of avoiding payment of referral fees in connection with the Referee.

11.2. **Permitted Engagement**

Nothing in this clause:
a. Restricts HOSTED AI from directly contracting with, managing, or expanding the relationship with the Referee;
b. Requires the Referral Partner's ongoing involvement in negotiations, renewals, or expansions; or
c. Grants the Referral Partner any approval, veto, or participation rights.

11.3. **Scope Limitation**

This non-circumvention obligation applies solely to Referees properly introduced and accepted under this Agreement and expires automatically at the end of the Attribution Period.

11.4. **Good Faith Standard**

Each Party agrees to act in good faith to ensure that referral fees properly due under this Agreement are not intentionally avoided through restructuring, substitution, or artificial re-characterisation of transactions.

12. **Confidentiality**

Each Party shall keep confidential all non-public information, including financial information, exchanged in connection with this Agreement, including information provided for the purposes of Section 2.3.

13. Audit and Verification Rights

In responding to any clarification request under Section 8.9, HOSTED AI shall not be required to disclose:
a. Referee-specific pricing;
b. cost structures; or
c. commercially sensitive financial information.

No more than once in any twelve (12) month period and on at least fifteen (15) business days' prior written notice, the Referral Partner may, at its own cost, appoint an independent certified accountant (who is not compensated on a contingent basis and who is reasonably acceptable to HOSTED AI) to verify HOSTED AI's calculation of the Referral Fees payable to the Referral Partner. Such accountant shall first execute HOSTED AI's reasonable confidentiality undertaking, shall be given access solely to the records necessary to verify the Referral Fee calculation, and shall report to the Referral Partner only whether the Referral Fees have been correctly calculated and the amount of any discrepancy, and shall not disclose to the Referral Partner any Referee-specific pricing, cost structures, or other commercially sensitive information described in (a) to (c) above. The Referral Partner shall bear the cost of the verification, save that, if the verification reveals an underpayment to the Referral Partner exceeding five percent (5%) of the Referral Fees due for the period examined, HOSTED AI shall bear the reasonable cost of the verification and shall promptly pay the underpaid amount. Save as set out in this Section, no audit or inspection rights shall apply unless otherwise expressly agreed in writing.

14. Amendments

14.1. HOSTED AI retains full discretion to modify, amend, restructure, or replace any agreement or arrangement with a Referee, including with respect to Pricing, service scope, deployment structure, contracting entity.

14.2. Referral Fees shall apply only to the extent applicable under this Agreement and shall not extend to any modified or successor arrangements beyond the Attribution Period.

14.3. No such modification shall, in itself, give rise to any additional Referral Fee entitlement.

15. Term & Termination

15.1. This Agreement shall remain in effect until terminated by either Party with fourteen (14) days' written notice.

15.2. Termination shall not affect referral fees earned on Accepted Referrals approved prior to termination, subject to the terms of this Agreement.

15.3. Termination shall not create any ongoing payment obligation other than for Referral Fees properly accrued and payable prior to termination in accordance with this Agreement.

16. Limitation of Liability

16.1. To the maximum extent permitted by law, either Party's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total Referral Fees paid in the six (6) months preceding the event giving rise to the claim.

16.2. In no event shall either Party be liable for any indirect, incidental, consequential, or loss of profit damages.

17. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to conflict of laws principles. The Parties agree that any dispute shall be brought exclusively in the courts located in Delaware.

18. Independent Relationship

This Agreement is strictly limited to a referral arrangement. The Referral Partner shall have no authority to:

a. Bind HOSTED AI;

b. make representations on its behalf; or

c. act as agent, distributor, or reseller.

The Referral Partner shall not represent itself as having any continuing commercial or economic interest in HOSTED AI's Referee relationships.

19. Compliance with Laws; Anti-Corruption; Sanctions and Export Controls

19.1. Each Party shall comply with all applicable laws in performing this Agreement, including all applicable anti-bribery and anti-corruption laws (including the U.S. Foreign Corrupt Practices Act). Neither Party has made or offered, and neither will make or offer, any payment or thing of value to any government official or other person to improperly obtain or retain business in connection with any referral.

19.2. The Referral Partner represents and warrants that it has no undisclosed governmental ownership or affiliation, and that no Referee it introduces is a sanctioned or denied party, or is located in, or owned or controlled by parties in, an embargoed or restricted destination, under applicable U.S. (including OFAC and EAR) or other applicable export-control and sanctions laws.

19.3. HOSTED AI may reject, suspend, or unwind any referral, and withhold any related Referral Fee, where HOSTED AI reasonably determines this is necessary or advisable to comply with applicable

sanctions or export-control laws. Breach of this Section 19 entitles HOSTED AI to terminate this Agreement immediately and to withhold any Referral Fee associated with the affected referral.

20. Indemnification

20.1. The Referral Partner shall defend, indemnify, and hold harmless HOSTED AI and its affiliates from and against any third-party claim, and any resulting losses, damages, liabilities, costs, and reasonable attorneys' fees, arising out of (a) any representation, warranty, or statement made by the Referral Partner regarding HOSTED AI or the GPU Infrastructure Services beyond materials expressly approved by HOSTED AI; (b) the Referral Partner's breach of Section 12 (Confidentiality); or (c) the Referral Partner's breach of Section 19 (Compliance).

20.2. The indemnification obligations in this Section 20 are not subject to the limitation of liability in Section 16.

21. Assignment

21.1. The Referral Partner shall not assign or transfer this Agreement or any right or obligation under it, whether by operation of law, change of control, or otherwise, without HOSTED AI's prior written consent. HOSTED AI may assign this Agreement to an affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any attempted assignment in breach of this Section is void.

22. Taxes

22.1. Each Party is responsible for its own taxes arising from this Agreement. HOSTED AI may deduct or withhold from any Referral Fee any amounts required to be withheld under applicable law, and any amount so withheld is treated as paid to the Referral Partner. The Referral Partner shall provide HOSTED AI with a valid IRS Form W-9 or applicable Form W-8, and any other tax documentation HOSTED AI reasonably requests, before any Referral Fee is due.

23. General Provisions

23.1. Entire Agreement. This Agreement, including its Schedules and any Registration Approvals and Deal Approvals, and subject to Section 24.7, is the entire agreement between the Parties on its subject matter and supersedes all prior discussions and agreements.

23.2. Amendments. Save as provided in Section 24.6, no amendment to this Agreement is effective unless in writing and signed (including electronically) by both Parties.

23.3. Notices. Notices under this Agreement must be in writing and sent to HOSTED AI at the address set out above, and to the Referral Partner at the postal or email address provided in the Application (in each case as updated in writing); notices may be given by email, and are deemed given on delivery.

23.4. Severability. If any provision of this Agreement is held unenforceable, the remaining provisions continue in full force.

23.5. Waiver. No failure or delay in exercising any right operates as a waiver of it.

23.6. Electronic Acceptance. This Agreement is accepted electronically under Section 24 and does not require a handwritten signature.

24. Online Acceptance, Formation and Updates

24.1. **Acceptance.** The Referral Partner accepts this Agreement by ticking the acceptance box and submitting the Application for HOSTED AI's referral program (the "Referral Program"). Submission

of the Application is an offer by the Referral Partner to join the Referral Program on these Terms and does not bind HOSTED AI.

24.2. **Formation.** This Agreement is formed only when HOSTED AI confirms in writing (including by email) that the Referral Partner has been admitted to the Referral Program (the "Onboarding Confirmation"). HOSTED AI may issue, condition or withhold an Onboarding Confirmation in its sole discretion, including pending satisfactory completion of KYC/KYB, sanctions and export control screening of the Referral Partner. No referral may be registered under Section 2 before the Onboarding Confirmation.

24.3. **Authority and Accuracy.** The individual submitting the Application represents and warrants that they are authorised to accept this Agreement on behalf of, and to bind, the Referral Partner, and the Referral Partner represents and warrants that the information in the Application is complete and accurate. The Referral Partner shall promptly notify HOSTED AI in writing of any change to that information.

24.4. **Electronic Records and Signature.** The Parties consent to transacting electronically. The Referral Partner's electronic acceptance under Section 24.1 is its signature, has the same legal effect as a handwritten signature, and satisfies any requirement that this Agreement be in writing or signed, including under the U.S. Electronic Signatures in Global and National Commerce Act and the Delaware Uniform Electronic Transactions Act. HOSTED AI's records of the acceptance, including the version accepted, the date and time, and the information submitted, are, absent manifest error, conclusive evidence of the Referral Partner's acceptance.

24.5. **Copy.** HOSTED AI will send a copy of the version of these Terms accepted by the Referral Partner to the email address provided in the Application.

24.6. **Updates.** HOSTED AI may publish updated versions of these Terms. An updated version applies to the Referral Partner only once the Referral Partner accepts it electronically or in writing, and then only to referrals registered after that acceptance; referrals registered before it remain governed by the version in force when they were registered. If the Referral Partner does not accept an updated version, either Party may terminate this Agreement under Section 15.1.

24.7. **Signed Agreements.** Where HOSTED AI and the Referral Partner have signed a referral agreement covering the same subject matter, that signed agreement prevails over these Terms for that Referral Partner.

Accepted electronically by the Referral Partner under Section 24. No handwritten signature is required. HOSTED AI retains the acceptance record (Terms version, date and time, IP address, and the name, title and email of the submitting individual).

SCHEDULE A

(Issued by HOSTED AI for each Accepted Referral and confirmed by the Referral Partner in writing, including by email.)

Referee: [legal name, jurisdiction of incorporation, registered address]

Registration Approval date: [__] **Deal Approval (KYC/KYB and export control) date:** [__]

1. PRODUCT CONFIGURATION

Per-Node Configuration	
CPU:	
Memory:	
Networking:	
DC Location	

2. COMMERCIAL SCHEDULE

Heads	**Particulars**
Number of Nodes	
GPUs per node	
Deployment Total GPUS	
Referral Fee (% of Net Collected Revenue)	
Total hours for this contract	
Estimated Monthly Referral Fee payment:	
Estimated Total Referral Fee payment:	
Term	
Note: All commercial terms remain subject to Section 2, Section 6 and Section 7 of the Agreement.	

3. **RATE TABLE (If applicable)**
   Referral Fee Rate: [__]% of Net Collected Revenue attributable to Supplied Capacity procured from the Referee. Payment Schedule: Referral Fees are payable on the same cash-collected basis and timing as HOSTED AI's receipt of the corresponding payment from its customers, invoiced monthly in arrears and paid within ten (10) business days of receipt of a valid invoice, in accordance with Sections 7 and 8. Any downward adjustment to the Referral Fee is limited to the proportion of an SLA credit actually claimed by and granted to HOSTED AI's customer, as provided in Section 6.3.

Dates	**Number of nodes**	**GPUs per Node:**	**Total GPUs:**	**Rate per GPU/Hour: (In USD)**	**Number of days**	**Hours**	**Total cost (in USD)**