



## SERVICE ADDENDUM FOR COLOCATION SERVICES

### 1. ADDITIONAL TERMS & CONDITIONS FOR SERVICES.

This Service Addendum sets forth additional terms and conditions applicable to Customers who enter into a Master Services Agreement (MSA) and Service Order with Service Provider (as defined in the MSA) to obtain colocation services ("Services") in a Service Provider facility ("Facility").

### 2. BILLING COMMENCEMENT.

Service Commencement Date will be notified to Customer by the Service Provider. The first billing period for the Services shall be from the Service Commencement Date.

### 3. ACCESS TO AND USE OF COLOCATION FACILITIES.

3.1. Service Providers Acceptable Use Policy ("AUP") and data center procedures includes protocols designed to keep the Facilities secure from access by unauthorized personnel and to preserve the security and integrity of the Facilities and Service Provider and Customer equipment ("Customer Equipment") located in the Facilities. Customer shall be responsible for ensuring that Customer's personnel (whether employees or contractors) comply with the AUP and such procedures. Without limitation, if Customer's personnel fail to secure a door or access point or device, Customer shall be responsible for any resulting damage which may arise out of unauthorized persons gaining access.

3.2. Only Customer personnel who have been registered and approved by Service Provider for access to a particular Facility are permitted access to that Facility. Prior to being granted access to a Facility, Customer personnel who are authorized to enter a Facility shall participate in security procedures required by the Facility. Customer acknowledges that Service Provider may condition access to its Facility by any individual upon that individual signing an agreement to comply with the provisions of the AUP.

3.3. Customer's access to and use of the Facility shall be solely in connection with Customer's utilization of Services and shall be limited to such access as is reasonably necessary for such use. Service Provider may, at any time further regulate access and/or require Customer's personnel to be escorted while in the Facility. Additional Services, including but not limited to storage, delivery services, and other facilities services may be chargeable and or incur Remote Hands fees payable by the Customer.

3.4. Customer's right to install or use equipment of any kind in a Facility is subject to Service Provider approval which shall not be unreasonably withheld. Customer understands that the total weight of Customer's Equipment will not exceed the designed structural weight limit of the Facility; 3,000 Lbs. Customer shall install, maintain and operate all Customer Equipment consistent with industry standards, manufacturer's specifications and the AUP. Customer shall permit Service Provider personnel to inspect the Customer Equipment and all wiring and network connections installed by Customer prior to Customer's operating the Equipment. Customer shall not take any action which would circumvent or make less efficient or effective any Service Provider monitoring, alarm, sensor, security or other equipment or systems.

3.5. To connect Customer Equipment to the Service Provider network, to other Customer Equipment located in the Facility, or to other network terminations available in the Facility, Customer shall execute a Service Order to use Service Provider provided connection services. Customer will not interconnect Customer Equipment with equipment of other customers of Service Provider.

3.6. Customer acknowledges, agrees and hereby consents under applicable privacy laws that Service Provider may monitor the Facility by way of closed circuit television or other monitoring device for the purposes of maintaining the safety and security of the Facility including any equipment or persons located therein.

3.7. Remote Hands Services may be provided to Customer at Service Providers discretion. Service Provider provides no guarantee as to availability of technicians for Remote Hands Services. Unless otherwise agreed, Remote Hands services will be provided as chargeable professional Service at Service Providers then current hourly rates. A minimum 1 hour charge will apply to each request for Remote

Hands Services. Remote Hands Services are limited in scope and availability and may require a specific liability waiver prior to commencing the Services. Except to the extent liability cannot be disclaimed under law, Service Provider shall have no liability whatsoever to Customer for losses, costs or damages arising out of its provision of Remote Hands Services.

### 4. SERVICE PROVIDER ACCESS TO CUSTOMER SPACE.

4.1. Service Provider may inspect Customer's Colocation space ("Space") at any time without notice to Customer in order to operate, maintain, and secure the Facility. If, in Service Provider's reasonable judgment, the equipment has malfunctioned or created abnormal or unacceptable conditions, errors or faults in Service Provider's facility, network, systems or Services, Service Provider will notify Customer of the problem and require Customer to remedy it. If Service Provider determines that conditions in the Space constitute an emergency (e.g. if there is a risk to the operation of the Facility, provision of services to Service Provider or others or safety of other equipment or people), Service Provider may immediately disconnect or remove the equipment or other materials prior to such notice to Customer. Service Provider may also disconnect and remove equipment if Customer fails to correct a reported problem promptly upon notice. Once the problem is remedied to Service Provider's satisfaction, Customer may reconnect the equipment.

4.2. Service Provider may change the Cabinet(s) assigned to Customer and the location of Customer Equipment in a Facility, provided that the changes shall be based on Service Provider's reasonable business needs, including the reasonable needs of the other Service Provider customers. Service Provider shall provide Customer with at least thirty (30) days advance written notice of any change in the Cabinet(s) assigned to Customer. Customer shall cooperate in good faith with Service Provider to facilitate such changes. Service Provider shall be solely responsible for any costs and expenses incurred by Service Provider in connection with the relocation of Customer Equipment and will use commercially reasonable efforts, in cooperation with Customer, to minimize and avoid any interruption to Customer's access to the Services.

### 5. CANCELLATION; TERMINATION RIGHTS.

5.1. Customer may cancel the Services at the expiry of the then current Term by providing ninety (90) days' prior written notice to Service Provider. Customer acknowledges and agrees that Service Provider's ability to manage the availability and capacity of its data centers is contingent on this provision and it is the Customer's obligation to manage its colocation requirements accordingly. Cancellation of the Services at any other time shall be subject to early termination fees as specified in the Master Services Agreement.

5.2. If Customer defaults in any obligation to Service Provider under the Agreement, Service Provider may deny Customer access to any Service Provider Facility or require Customer to enter a Facility only in the company of Service Provider personnel. Service Provider may seize and hold any Customer Equipment as security for any unremedied breach or non-payment. If a non-payment remains unremedied for a period of 30 days or more, Service Provider may auction or sell any such Customer Equipment and the proceeds will be used against the balance of the unpaid Charges.

5.3. Prior to the end of the Term (whether due to early termination or expiration) Customer shall remove all cabling, wiring and appurtenances associated with the affected Service Order that were installed in the Facility by or at the request of Customer and all Customer equipment. If Customer fails to remove all such items, Customer shall pay Service Provider for the cost of removing it. Any Customer equipment left in a Service Provider Facility at the end of the applicable Term shall incur a storage charge of One Hundred and fifty dollars (\$150.00) per day for each item of equipment. Any Customer equipment which has not been removed from a Facility within thirty (30) days of the end of the applicable Term shall be deemed to have been abandoned by Customer, and Service Provider may dispose of or use the Customer equipment without liability to Customer for the value of the equipment or any data contained in it.

## 6. RISK OF LOSS AND INSURANCE.

6.1. Customer Equipment shall be installed and stored at the Facility at the sole risk of the Customer. Service Provider shall not be responsible for any loss or damage to any Customer Equipment or any other Customer property if the loss is not caused by the gross negligence or intentional act of Service Provider. To the extent Service Provider is liable for any damage to or loss of Customer Equipment, such liability shall be limited solely to the lesser of the immediately prior two months recurring charges paid by Customer for Colocation Services at the affected facility or the then-current replacement value of the damaged equipment located within the affected facility, excluding without limitation the value of any lost data, software, firmware and related labor costs.

6.2. Customer shall keep in full force and effect during the term of any Service Order for Service Provider Colocation Services: (1) comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage and (2) worker's compensation insurance in an amount not less than that required by applicable law.

## 7. POWER CONSUMPTION.

Customer shall not exceed its Contracted Maximum Power Consumption ("CMPC") specified in the Service Order. Service Provider monitors Customer's power consumption. Service Provider will follow its standard practices in notifying Customer if it has exceeded its CMPC. If Customer's power usage exceeds the National Electrical Code (NEC) of 80% utilization for power circuits or its CMPC, Customer will have 30 days to either renegotiate its CMPC or reduce its power usage to a level which does not exceed its CMPC. If Customer's power capacity is not renegotiated or its power usage is not reduced within such 30-day period, then Service Provider may take other action, including charging Customer an overage Charge at 150% for such additional power usage at its standard rates or disconnection of Customer's electrical service. If electrical service is metered, Customer agrees to compensate Service Provider for HVAC associated electrical costs (Cooling Percentage). The Cooling Percentage is based off of Customer's overall metered electrical consumption and is stated in the Service Order. Service Provider may pass through to Customer Local Utility increases for power at any time during the contract term.

## 8. NOT A LEASE.

Service Provider's provision of Colocation Services shall not be construed to create a lease or a tenant-landlord relationship between Service Provider and Customer. Service Provider's Colocation Services solely permit Customer to have Customer Equipment hosted in a Facility.

## 9. SERVICE LEVEL AGREEMENT.

9.1 POWER. Service Provider strives to obtain a 100% Power availability SLA for Customers with an A+B power circuit configuration in their cabinet(s). For Customers who only have a single power circuit to their cabinet(s), Service Provider's Power availability SLA is 99.99%. Customer shall be deemed to have experienced a "Service Interruption" if, as a result of the failure of Service Provider-controlled equipment or personnel, Customer experiences an unavailability of electrical power to its Space for at least five (5) consecutive seconds.

9.2 TEMPERATURE. Service Provider shall use commercially reasonable efforts to maintain the temperature conditions and power availability in the Facility where Customer's equipment is collocated consistent with industry standards. If future current ASHRAE specifications for data centers establish a maximum operating temperature of greater than 92 degrees Fahrenheit (the standard at time of publishing), Service Provider may, at its discretion, use such temperature in lieu of 92 degrees for purposes of this section. Customer shall be deemed to have experienced a "Service Interruption" if, as a result of the failure of Service Provider-controlled equipment or personnel, the median temperature probe reading ("Reading") in a Facility exceeds 92 degrees Fahrenheit (cold isle temperature) for at least 30 minutes.

9.3 NETWORK AVAILABILITY. Where Customer purchases network connectivity as part of its Services, Service Provider aims to make its Network available to Customer free of outages for 100% of the time. The Service Provider's "Network" means the Service Provider owned and operated Internet Protocol (IP) routing infrastructure consisting solely of Service Provider devices at selected Service Provider points of presence ("Selected POP's") and the connections between them in the contiguous United States of America (and specifically excludes Alaska and Hawaii). A "Network Outage" is an instance in which no traffic can pass in or out of Selected POPs.

9.4 SECURITY. Service Provider will maintain at the Building, safety and security controls and procedures to maintain the integrity and security of the Building. The safety and security controls shall include, without limitation, access controls,

including pre-clearing customers' staff and customers' third-party service personnel and other controls which ensure the integrity, confidentiality and availability of data transmitted through the Premises.

9.5 CUSTOMER'S REMEDIES FOR SERVICE INTERRUPTIONS. Upon experiencing a Service Interruption, provided that Customer is current on all payments due to Service Provider at the time of the Service Interruption, Customer shall be entitled to obtain the issuance of an out-of-service credit by submitting a request to [support@hivelocity.net](mailto:support@hivelocity.net) within seven (7) business days of the Service Interruption. The temperature out-of-service credit for each 24-hour period in which there are one or more Service Interruptions shall be in the amount of one thirtieth (1/30) of the monthly Charges paid by Customer for the affected Services. The electrical power out-of-service credit for each 24-hour period in which there are one or more Service Interruptions, not caused by Customer's Equipment, Customer or its contractor, shall be of one thirtieth (1/30) of the monthly Charges paid by Customer for the affected Services for each hour Service Provider exceeds the stated service level. Service Provider will issue a credit for any Network Outage equal to one thirtieth (1/30) of the monthly Charges for the affected Service for each hour Service Provider exceeds the stated service level. The maximum out-of-service credit a Customer may receive for Service Interruptions affecting any Service in any calendar month shall not exceed Customer's monthly recurring charge for the affected Service governed by this Addendum. Any out-of-service credits shall be applied to the following month's charges for the Services. In the event of a dispute between Service Provider and Customer regarding whether Customer experienced an Electrical Service Interruption, Customer shall provide evidence to Service Provider which establishes the unavailability of electrical power to Customer's Space to Service Provider's reasonable satisfaction. Customer's rights, set forth in this Section to obtain out-of-service credits for a Service Interruption shall be Service Provider's sole liability to Customer, and Customer's exclusive remedy, for Service Interruptions experienced by Customer.

9.6 EXCUSED OUTAGES. No Service Credit will be deemed to accrue for any failure to satisfy this SLA relating to any of the following "Excused Outage" events (as reasonably determined by Service Provider): (i) any event caused by Customer's Equipment, Customer's software, Customer or its contractors including Customer-initiated changes impacting the availability of the Services, whether implemented by Customer or Service Provider on behalf of Customer; (ii) a violation of the AUP or facility or Service protocols notified to Customer (iii) an event of force majeure as defined under the MSA (iv) viruses, malware, ransomware or other cyber security attacks; (v) Customer's non-compliance with its obligations under this Agreement; (vi) any Service Provider maintenance notified to Customer, or (vii) any failures that cannot be corrected due to Customer's unavailability; (viii) any failures that cannot be corrected due to Customer's unavailability; (ix) any unavailability of a customer portal or ticketing service used to access the Services; (x) outages as a result of Customer placing excessive demand on their Services by exceeding their available resources; or (xi) temporary unavailability of the Service as a result of the correct functioning of high availability infrastructure redundancy.