

Service Schedule

This Service Schedule ("**Service Schedule**") sets forth the terms and conditions applicable to the specific Services as noted herein and provided by Lightedge, or an Affiliate thereof, to Customer, or an Affiliate thereof, from time to time. Any capitalized terms used but not defined in this Service Schedule shall have the meanings set out in the Agreement.

Customer may at any time request for Lightedge to provide a Service by executing, in a form provided by Lightedge: (a) a Service Order for colocation, cloud, managed, and network services; or (b) a Statement of Work ("**SOW**") for professional services, that will describe the professional services to be performed by Lightedge, applicable pricing and other appropriate terms and conditions. The words Service Order and SOW may be used interchangeably.

A. Definitions.

"**Bare Metal**" shall mean enterprise-grade dedicated purpose-built compute platform with a Customer provided Operating System (OS) or hypervisor or installed applications.

"**Burstable Resources**" shall mean Resources that are not dedicated to the Customer but which, if available, the Customer may use to exceed its committed resources. These are billed in arrears and are calculated by applying overage rate.

"**Colocation Service(s)**" or "**Services**" means the provision of Space and power for Customer owned servers or Equipment, as defined under Section 2 below and in the applicable Service Order.

"**Connectria**" means Connectria, LLC, a validly existing entity, an Affiliate of Lightedge and a wholly owned subsidiary of the Lightedge group.

"**Customer Equipment**" or "**Equipment**" means (a) for purposes of Colocation Services, the Customer's property or third-party equipment brought into the Facility by Customer, and (b) for purposes of Edge Cloud Services, Lightedge's hardware deployed on Non-Lightedge Hosted premises.

"**Data Center**" or "**Facility**" means the premises leased, owned and/or operated by Lightedge in which Services are provided to Customer.

"**Failover**" shall mean the backup operational mode in which the functions of the Virtual Machines in the Primary Environment are assumed by the Virtual Machines in the Recovery Environment due to the Virtual Machines in the Primary Environment becoming unavailable through either failure or scheduled downtime.

"**Lightedge Hosted**" means any hardware, infrastructure or platform hosted on Lightedge's premises.

"**Non-Lightedge Hosted**" means any hardware, infrastructure or platform other than Lightedge Hosted.

"Resources" shall mean, as applicable and/ or specified in a Service Order, Compute (CPU), Memory (RAM), Storage (shared, dedicated or Object Storage), graphics processing units (GPU), and/ or bandwidth (Mbps or Gbps), software agents or licensing components. Such Resources may be dedicated to a single Customer or shared across multiple Customers in a multi-tenant environment, and/ or Burstable.

"Software Agent" shall mean software required to enable an endpoint to utilize a Lightedge Service.

"Space" means the space in the Data Center dedicated to Customer (i.e. portion of cabinet(s), cage(s) and/or Private Suite) as specified in the Service Order.

B. Colocation Services.

1. Billing.

1.1. Billing Commencement Date. The Billing Commencement Date (BCD) and Initial Term for all Colocation Services shall begin on the latter of (a) the date set forth in the applicable Service Order or (b) the date on which Lightedge has made such Colocation Service(s) available to Customer. If a Service installation is delayed, incomplete or is not usable by Customer due to Customer's actions or inactions (or the actions or inactions of any other party acting by or on behalf of Customer), Lightedge will have the right to commence the BCD as if such Service was installed and commence billing for such Service as of such BCD. Billing will begin, as specified below, for the specific Colocation Service:

- The BCD for Shared Collocation is the date (i) power and (ii) rack space have been made available to the Customer.
- The BCD for Rack Space is the date (i) power and (ii) rack space have been made available to the Customer.
- The BCD for Cage Space is the date all three of the following conditions are met: (i) physical cage is installed, (ii) power build out as defined by the customer is complete, (iii) functioning security Access Cards are activated.
- The BCD for Private Suite is the date all three of the following conditions are met: (i) physical build-out is complete, (ii) power build out as defined by the customer is complete, (iii) functioning security Access Cards are activated.

1.2. Separate Billing. Notwithstanding anything to the contrary in the Agreement, if Lightedge partially begins providing one or several Services, Lightedge reserves the right to commence billing for such Service(s) on a pro rata basis.

1.3. Pass Through. Lightedge may increase the rates for Customer's Services to pass through increases in utility and power costs attributable to such Service(s) (e.g., power allocation or metered power). For the avoidance of doubt, such pass through will be limited to no greater than the percentage increase as initiated by the utility company and will not include any allocation of increases in Facility costs.

2. Colocation Services. Lightedge will provide, as defined in the Service Order, any of the following Colocation Services:

2.1. Shared Colocation. Shared Colocation is space provided within a shared Rack Space for the purpose of hosting individual computing resources.

2.2. Rack Space. Rack Space means a cabinet with combination lockable doors and side panels. Side panels on adjacent cabinets will not be removed. There are lockable doors on the front and back. The dimensions of each cabinet shall be described in the Service Order. Rack Space includes Half Rack cabinets.

2.3. Cage Space. Cage space is an option available to Customers who are managing their installation in whole or in part. Cage space is comprised of a mesh wall around the Customers racks / cabinets with dedicated connectivity infrastructure. This connectivity is built on a customer-by-customer basis and no pre-wired cabling is provided. All power to caged spaces is custom built to the customer's original ordering specifications.

2.4. Private Suite. Private Suite is a physically separate, dedicated Space with cooling, power, network and access options for a higher level of customized Colocation Service. Private Suite Services are custom-built on a customer-by-customer basis.

2.5. Additional Services.

2.5.1. Cross-connects. If requested by Customer, Lightedge may provide managed cross-connects for connection to third party telecommunications carriers located within the Data Center. Customer is subject to a monthly cross-connect fee from Lightedge to physically access such providers. All contractual and service agreements, including but not limited to, pricing, service level agreements, service monitoring and troubleshooting, are between the Customer and its selected service provider. Customer is solely responsible for its costs and all costs incurred from any third party for completing the connection. Any testing or diagnostic assistance provided by Lightedge in resolving problems with these third-party connections not found to be fault of Lightedge shall be billed to Customer at Lightedge's then-current Remote Hands Rates.

2.5.2. Burstable Internet. If requested by Customer, Lightedge will provide Customer with Burstable Internet Service ("Internet") as specified on the relevant Service Order. Internet Service is an IP transit service providing access to the Lightedge IP network and the global internet. The connection speed for the Internet Service, limitations on the amount of bandwidth that is available for Customer use in conjunction with the Internet Service, any overage charges that may be assessed should the Customer exceed the specified limitations, and other related matters, if any, will be specified on the Service Order. Billing will follow the "95th percentile" rule. Usage samples will be collected and sorted from highest to lowest and the top five percent (5%) discarded. The next highest sample (the 95th percentile number) will then be used as the basis in computing the charge for the month for incremental bandwidth beyond the committed level.

2.5.3. IP Address. If requested by Customer, Lightedge may assign IP addresses as requested by Customer and provided that Customer meets Lightedge's utilization criteria, and in accordance with industry requirements for utilization and management, subject to availability and at Lightedge's then current rates. If Customer does not maintain utilization of at least eighty percent (80%) of the assigned address space (exclusive of reserved addresses) throughout the Term of the

Agreement, Lightedge may, upon ten (10) business days prior notice, require Customer to renumber into a smaller address space. Upon termination of the Agreement, Customer agrees to immediately cease all use of and return Lightedge-assigned IP addresses to Lightedge. Customer may not make routing announcements for Lightedge-assigned IP addresses without Lightedge's prior written permission. It is Customer's sole responsibility to ensure that Lightedge-assigned IP addresses it uses are kept free from blocking lists and blacklists; should an address be blocked or blacklisted while in Customer's possession and not removed by Customer within thirty (30) days, Customer hereby agrees to bear Lightedge's costs in removal from such list. Any use by Customer of Lightedge's IP address space after the effective date of termination hereof, including route announcements made for any purpose, shall be an incurable breach hereunder.

3. Access.

3.1. Access. Lightedge will provide physical access to the Data Center 24 hours a day, 7 days a week to Authorized Staff subject to the terms further stated herein while (i) the Customer's account is in good standing and (ii) Customer is not in breach of any term or provision of this Service Schedule and the Agreement.

3.2. Authorized Staff. Customer's access to the Data Center will be limited solely to the individuals identified and authorized by Customer's Authorized Contact via the Service Portal to have access to the Data Center (each such person being "Authorized Staff"). Each Authorized Staff shall comply with Lightedge's Access Policy.

3.3. Access Card, Codes and Biometrics.

3.3.1. Each individual Authorized Staff requiring Data Center access needs a unique Card ("Access Card"). Lightedge will provide one Access Card granting access to the relevant Facility to each Authorized Staff persons at no cost. Additional Access Cards are available at additional cost. Access Cards cannot be shared among multiple people.

3.3.2. Standard Biometrics account setup will be provided to Customer at no cost. Each individual requiring Data Center access requires a unique biometric code and "imprint". Codes and imprints cannot be shared among multiple people. An imprint is a unique physical aspect of the individual holding the access account. This may be one or multiple of the following biometric signatures: facial scan, handprint identification or fingerprint identification. Lightedge will retain and make available ninety (90) days of usage logs on biometric access system. These logs are available to Customer by request.

3.3.3. Customer access to Rack Space is granted via a 3-digit PIN code. Each cabinet has a unique PIN code. PIN code will be provided to Customer Authorized Contacts. Any Authorized Contact can request a reset or change of this PIN code. It will be this Authorized Contact's responsibility to communicate the new PIN code to all other Authorized Staff. Customer shall bear any costs resulting from Customer's loss of a PIN.

3.4. Customer is responsible for communicating change requests, revocation requests, lost codes or other items that can reasonably be considered to be security risks to Lightedge immediately. Lightedge will make reasonable effort to address such requests within one (1) business day.

3.5. All Access Cards and combinations issued to Authorized Staff by Lightedge are and shall at all times remain Lightedge's property and must be surrendered to Lightedge upon demand. Customer may not make its own copies of any Access Card for any reason.

3.6. Shared Colocation. Authorized Staff in shared Colocation are required to be accompanied by a Lightedge employee for the duration of their activity in the data center areas during business hours. Rates for this service shall be the same as the Remote Hands Rate. Escort services to data center areas are available during business hours.

3.7. Shared Colocation Equipment Removal and Installation. Customers not wishing to pay the escorting fees may have the Lightedge staff install and remove equipment from shared colocation spaces at Lightedge's Remote Hands Rate.

3.8. Visitors. Visitor access to all Lightedge facilities requires prior authorization by Lightedge. Lightedge requires at least twenty-four (24) hour notification of such visitors via Service Portal ticket. Visitors must be escorted at all times by Lightedge personnel and/or by Customer Authorized Staff. If Lightedge is asked to escort a visitor of Customer, rates for this service shall be the same as the Remote Hands Rate Services. Lightedge will require a government approved form of identification from each visitor receiving escort services. If visitor identification does not match the request made by customer Authorized Contact, access will not be granted. Visitors accompanied by Authorized staff may be registered directly at the Facility.

3.9. Physical Access Policy. Customer will at all times ensure that its officers, employees, technicians, agents, representatives, subcontractors, and visitors agree to and shall at all times abide by and honor posted or otherwise communicated Facility rules and Physical Access Policy (altogether, the "Access Policy") with regard to the use of the Space and the Data Center and incorporated herein by reference. Failure to abide by the Access Policy shall be deemed to be a breach of this Agreement by Customer.

3.10. Lightedge Access. Lightedge retains the right to access the Space, without prior notice, at any time and from time to time to perform maintenance and repairs, inspect the Equipment, measure power draw, and to perform the Services and assure compliance with the terms of this Agreement.

3.11. Revocation of Access. Lightedge may temporarily revoke or deny access to the Space or the Data Center as it deems necessary: (i) in case of emergency; (ii) if an Authorized Staff person or visitor is suspected of being under the influence of alcohol or any drug or represents a danger to themselves or any other person or (iii) Customer is in default of the Agreement, including failure to pay past due invoices.

4. License.

4.1. Grant of License. Lightedge grants to Customer the right and non-exclusive license to occupy the Space identified in the Service Order during the Term identified in the Service Order, solely for the Permitted Uses specified herein and in any applicable Service Order.

4.2. The Agreement, including this Service Schedule, is a services agreement and is not intended to and will not constitute a lease of any real property. Customer acknowledges and agrees that it does not have, has not been granted, and will not hold any real property interest in the Space or the Data Center in which the Space is located and that Customer is a licensee and not a tenant or lessee of the Customer Space. This license shall be subordinate and subject to any lease agreement (the "Underlying Colocation Agreement"), if any, between Lightedge and its landlord.

4.3. Underlying Colocation Agreement. Lightedge shall have the right to terminate any or all of the affected Services without liability of any kind as a result of the expiration of or termination of Lightedge's Underlying Colocation Agreement for the Facility at which such Services are being provided. Lightedge will use commercially reasonable efforts to provide Customer at least ninety (90) days advance written notice of termination of a Service(s). In the event Lightedge is unable to provide Customer with at least ninety (90) days advance written notice of such termination, Lightedge will provide Customer as much notice as is reasonably possible. In the event Lightedge terminates a Service in accordance with this Section 4.3, and Customer shall not be obligated to pay any additional amounts specified in the Service Order in connection with such termination following the effective date of termination.

5. Relocation of Services. If the Customer Space and/or any Service needs to be moved, within the same Facility, due to Lightedge's reasonable business needs (e.g., repair, remodel or upgrade the area at which the Customer Space is located), Lightedge shall be entitled, upon a minimum of 30 days written notice, to relocate such Customer Space and/or Service, as applicable, to another area within the same Facility; provided that (i) the replacement space is substantially similar in size and configuration to the original Space, (ii) such relocation does not create any undue burden to Customer, (iii) Lightedge shall bear all costs of such changes and relocation directly attributable to the physical relocation of the Customer's Equipment, including recabling of such Equipment, and (iv) Customer's Equipment and/or Space had not been relocated by Lightedge under the provisions of this Section 5 for the previous two (2) years. Customer will cooperate in good faith with Lightedge to complete such relocation and Lightedge will use commercially reasonable efforts to minimize any interruption in Services during any such relocation. In the event of a relocation of Customer equipment, Customer waives all rights and remedies of any applicable Service Level Agreements for a twelve (12) hour period of time to allow Lightedge sufficient time to execute such relocation in accordance with best practices provided that, Customer was given proper written notice that a relocation of Customer equipment was going to occur provided for in this Section 5.

6. Permitted Use.

6.1. Permitted Uses. Customer shall use the Space solely for the purpose of (i) installation of the Equipment in the Space, (ii) maintaining the Equipment, (iii) operating the Equipment, and (iv) removing the Equipment (the "Permitted Uses"). In connection with the foregoing, Customer shall

maintain the Customer Space in an orderly and safe condition, in accordance with nationally published OSHA and fire marshal standards, and shall return the Customer Space to Lightedge in the same condition (reasonable wear and tear excepted) as when such colocation Space was delivered to Customer. Unless otherwise provided in a Service Order, Customer shall perform the Permitted Uses at its sole cost and expense. In no event shall Customer, any Authorized Staff or any Customer Equipment (a) interfere with, harm or cause personal injury or property damage to (i) a Facility, (ii) any of Lightedge's or any third party's equipment or property contained at a Facility or (iii) any of Lightedge's or any third party's personnel at a Facility or (b) create any hazard or adversely impact or interfere with the services provided by Lightedge to its other customers. Lightedge may take any reasonable action to prevent harm to the Services, its personnel or property. Customer will ensure that its Authorized Staff and visitors who are involved in the Permitted Uses, or who are granted access to the Customer Space, comply with the terms of this Service Schedule and the Agreement.

6.2. Acceptable Use. Customer shall use Colocation Services in accordance with Lightedge's Acceptable Use Policy.

6.3. Emergency Power Off Buttons. Customer hereby acknowledges and agrees that the "EPO" (emergency power off) buttons in the Data Center are for use by Lightedge staff only and are not to be operated by Customer, Customer's Authorized Staff, or visitors, for any reason, even in an emergency, unless authorized and directed by Lightedge's staff to do so. The EPO is not a fire alarm.

6.4. Photography. Photography or videography of any kind in the Facility is expressly prohibited without Lightedge's prior written permission.

7. Removal of Equipment.

7.1. Within five (5) business days following the expiration or termination of the Service Term for any Service Order (the "Removal Period"), Customer shall remove all Customer Equipment from the Customer Space. In the event Customer fails to remove the equipment within the Removal Period, Lightedge may disconnect, remove and dispose of such equipment without prior notice nor liability. If Customer cannot access the Data Center and promptly contacts and cooperate with Lightedge prior to the expiration of the Removal Period, Lightedge shall use commercially reasonable efforts to get Customer's Equipment shipped to Customer. Customer shall pay Lightedge's reasonable expenses, including Lightedge's labor at the Remote Hands Rate, related to the retention, removal, abandonment, shipment or disposal of the Customer Equipment and any third-party equipment. Lightedge shall not be liable for any loss or damage incurred by Customer arising out of Lightedge's disconnection, removal, storage or disposal of Customer's or third party's Equipment.

7.2. All fixtures, excluding Customer Equipment, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Space or any conduit and/or pole, whether by Lightedge at its expense or at the expense of Customer, or by Customer at its expense or by previous occupants of the Space, shall be and remain part of the Facility and shall not be removed by Customer at the end of the Service Term. Although Customer may be licensed to use certain conduit and/or pole during the Service Term, Lightedge will retain all title to conduit and/or pole.

7.3. Facility Materials. Lightedge retains ownership of all installation materials supplied by Lightedge, including, but not limited to, all power and signal cabling, ladder racks, cages, cabinets, and racks, even if the installation costs paid by Customer included Lightedge's costs to purchase those materials.

7.4. Lien on Customer Equipment. To secure payment of fees due to Lightedge for Services, Customer agrees and acknowledges that Lightedge shall have a specific possessory lien on the Customer Equipment and that Lightedge may refuse to release the Customer Equipment until all invoices have been paid, or in the event of a dispute concerning an invoice, until such time as the dispute is resolved pursuant to the terms and conditions set forth elsewhere in this Agreement.

8. Environmental. Lightedge will provide and maintain the physical attributes of the Data Center including security, temperature, humidity, and fire protection, as detailed in its specifications for the Service Level Agreement. Lightedge may offer, at Customer's expenses and if requested by Customer, janitorial services for Private Suite.

9. Power.

9.1. The amount of Customer Space provided is determined by a combination of the deployed power density of the Facility Customer has requested Service in, the amount of power purchased by Customer, and any allowance of additional space as provided for by Lightedge and defined in the applicable Service Order.

9.2. Lightedge shall exclusively provide any AC or DC power circuits and/or power outlets for the Customer Space in accordance with the Service Order. It shall be Customer's responsibility to manage the power draw on each circuit and/or outlet to not exceed the amount of power allocated to Customer as defined in the applicable Service Order. Lightedge shall not be liable for any outage or damage to Customer's Equipment or applications should Customer exceed the allocated power; provided, however, that Lightedge shall have the right to monitor, on an ongoing basis, Customer's power draw.

9.3. Customer-Provided Electrical Equipment. All power strips, power cords, and other current-carrying equipment, fixtures, and cables of whatever kind used by Customer in the Space shall be UL listed/certified, in good condition, and of a type, construction, and capacity appropriate for data center use. Power strips, surge suppressors, and similar Customer equipment must have metal cases and not plastic; use of plastic-cased power distribution is subject to Lightedge's prior approval and may be refused in Lightedge's sole discretion. Power strips and similar distribution equipment may not be "daisy chained".

10. Onsite Technical and Support Services.

10.1. Upon Customer request, Lightedge staff and/or Lightedge contractors are available to perform various "Remote Hands" technical tasks on Customer's Equipment. Typical activities provided by the Remote Hands services include, without limitation, racking and cabling of equipment, rebooting or power-cycling Customer Equipment, testing or swapping defective cables, visual reporting on status indicators.

10.2. Customer may order Remote Hands services by executing a Service Order or opening a ticket in the Service Portal or by any other means that may be provided to Customer from time to time by Lightedge. Remote Hands services may be purchased, in advanced, at contracted rates for monthly blocks of time or on demand at Lightedge then current hourly rate. Unused time expires at the end of each calendar month. Remote Hands services are billed at Lightedge's then current market rate in 30 minutes-increments (the "Remote Hands Rate").

10.3. Although Lightedge staff and their contractors are skilled in troubleshooting and repairing a variety of equipment, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. Lightedge and its respective contractors shall not be liable for any losses or damages due to any failure of the equipment or for any loss of data or damages resulting from Remote Hands Services.

11. Receipt or Deliveries. The receiving and handling of packages by Lightedge is being done for convenience purposes only. Lightedge shall have no liability with respect to any shipment (a shipment may comprise one or more boxes) from Customer (or a third party on behalf of, or for, Customer) that is received and/or stored by Lightedge on Customer's behalf, regardless of the cause of any damage thereto.

11.1. Addressing and Delivery Time. Customer may have equipment or other packages containing property intended for Customer's use in a Facility delivered to a Facility. Lightedge requires 48-hour advance notice of routine Customer shipments (or as reasonably feasible for emergency shipments). All deliveries must take place during normal business hours (deliveries made outside of normal business hours or on Lightedge holidays will be subject to availability of Lightedge's staff and charged at then-current rates for an off-hours call out). Customer notifications of shipments to Facility shall include the following information: (i) expected delivery date, (ii) tracking number associated with shipment, (iii) total pieces, size and weight of shipment, (iv) authorized recipient of shipment. Lightedge reserves the right to refuse delivery of any shipment not made in compliance with the foregoing. In such case, Lightedge will not be liable for additional delivery charges, whether foreseen or unforeseen.

11.2. Inspection and Damages. Lightedge shall not be responsible for inspection or validation of shipment beyond verifying receipt and will not be responsible for any damage to shipment prior to, or while in our possession.

11.3. Handling Charges. Deliveries handled received on behalf of Customer by Lightedge staff are subject to Remote Hands Rate.

11.4. Claiming Deliveries. Customer must claim (and remove from Lightedge's storage all deliveries within 10 days business days of receipt by Lightedge. Any deliveries not claimed by Customer within the foregoing period shall be subject to a storage charge at Lightedge's then-current rates for the space used in the storage room.

11.5. Storage Room. The customer storage room is not meant to be used for long term storage. Any packages left for more than 10 days may be subject to charge. In the event Customer fails to remove

any equipment from the storage room after 60 days' notice, Lightedge may remove and dispose of such equipment without further notice nor liability.

11.6. Use of Space and common area. Customer may not store or leave in plain view any cardboard boxes, paper, books, paper or plastic bags, trash or any other similar combustible material in the Space nor in any common area within the Facility. If Customer fails to remove the aforementioned material, Lightedge will do so at the Remote Hands Rate.

12. Equipment approval.

12.1. Approved Equipment. Prior to installing any Equipment not specifically detailed and agreed to in a Service Order, Customer should submit installation plans to Lightedge to obtain Lightedge's written consent. Lightedge will use reasonable efforts to respond to Customer's proposed plans within two business days from receipt.

12.2. Rack Mounting. In Shared Colocation, the Equipment cannot be racked back-to-back, such that the rear of two devices are facing each other in the middle of a rack. Only one device shall be used per shelf or unit (U). If Lightedge finds that the Customer did not supply the rack-mounting materials, or the Customer-Provided Equipment is not rackmountable and an additional shelf or tray is needed to securely mount the Equipment to the rack, the Customer shall incur an additional cost to correctly rack the equipment and the delivery timeline may be delayed while additional colocation space is allocated.

C. Cloud & Managed Services.

1. Bare Metal.

1.1. Lightedge's Obligations. Lightedge will make available the hardware described in the applicable Service Order and maintain such hardware.

1.2. Customer's Obligations. Customer must provide its own hypervisor or operating system and is responsible for the configuration, design, customization and management of such hypervisor or Operating System. Unless obtained from Lightedge, Customer is responsible for providing its own software licensing and maintaining compliance with the software vendor directly.

2. Lightedge Private Cloud (f/k/a Dedicated Private Cloud – DPC).

2.1. Lightedge's Obligations. Lightedge will make available the Resources described in the applicable Service Order and design, install, configure, monitor, troubleshoot and maintain a scalable dedicated compute, networking, and storage environment with virtualization technology to enable the Customer to install and manage virtual machines and applications. Lightedge will provide the hypervisor and can provide the Operating Systems described in the applicable Service Order. Customer will be provided with self-service access to the applicable administrative interface. Cloud Resources are dedicated to a single Customer.

2.2. Customer's Obligations. Customers may choose to provide their own Operating System and will be responsible for maintaining compliance with the software vendor directly.

3. Lightedge Public Cloud (f/k/a Virtual Private Cloud - VPC). Lightedge will make available the Resources described in the applicable Service Order and design, install, configure, monitor, troubleshoot and maintain a scalable multi-tenant compute, networking, and storage environment with virtualization technology to enable the Customer to install and manage virtual machines and applications. Lightedge will provide the hypervisor and Operating Systems described in the applicable Service Order. Customer will be provided with self-service access to the applicable multi-tenant administrative interface. Cloud Resources are shared across multiple Customers in a multi-tenant environment.

4. Power Cloud. Lightedge will make available the Resources described in the applicable Service Order and install, configure, monitor, troubleshoot and maintain the Lightedge Hosted Power Cloud platform. Lightedge will allocate the Resources to the LPAR(s) according to the Service Order.

5. Lightedge Edge Cloud. Lightedge Edge Cloud Service ("**Edge Cloud**" or "**Edge Cloud Services**") is a service that brings virtualization technology to a Customer's on-premises environment (the "**Customer Site**"). Lightedge will make available the Equipment and Resources described in the applicable Service Order and maintain such Services. The Billing Commencement Date is the date the Edge Cloud Services have been deployed to Customer Site. In the event deployment is delayed, due to no fault of Lightedge, the Billing Commencement Date is the first day of the second month following delivery of the Equipment to the Customer Site.

5.1. Deployment.

5.1.1. Lightedge will ship hardware to the Customer Site. Edge Cloud cannot be deployed at “dark sites” or environments that lack adequate floor space, power, connectivity, or cooling. The Parties will use commercially reasonable efforts to survey Customer’s premises. Customer must allow Lightedge’s authorized technician or agent access to the Customer Site in a timely manner for the following activities: (a) initial site survey: information is collected through the ordering process. Lightedge will contact Customer to verify such information and will work with Customer to complete the project survey. Customer acknowledges that delays in providing information for the site survey, or the project survey may cause delays in the completion of subsequent Edge Cloud activities by Lightedge; and (b) deployment of the Edge Cloud Services, activation of Edge Cloud Services.

5.1.2. The deployment features of Edge Cloud Services do not include the following: Any configuration of non-Lightedge provided Equipment for the Edge Cloud Services; installation, configuration, migration, or testing of virtual machines, hosts or other workloads; any configuration of client computers; configuration of client or virtual machines networks; any extra add-on options or services such as Disaster Recovery, Network topology, or performance assessment.

5.2. Customer Responsibilities and Security. Customer shall utilize Edge Cloud with care and in accordance with the service offering; reasonably cooperate with Lightedge in connection with the provision of the Edge Cloud Services; keep the Edge Cloud Services located at the Customer Site free and clear from any liens or encumbrances; maintain appropriate security policies and access management controls, including notifying Lightedge of any material change to the Customer Site.

5.2.1. Customer is responsible for capacity management of the Edge Cloud Services. Adequate “slack space” is required for use of the vSAN datastore, if it falls below 30%, it is possible that Customer could lose the ability to utilize the Edge Cloud Services, and the environment could become inoperable.

5.2.2. Customer must maintain the Edge Cloud Services software in accordance with the supported software. Customer agrees to obtain necessary rights, permissions and consents associated with: (a) Customer Content; and (b) non-Lightedge software or other components that Customer direct or request that Lightedge use with, install, or integrate with the Edge Cloud Services.

5.2.3. Customer is responsible for (a) ensuring the physical security of the Edge Cloud Services at the Customer Site, (b) any damage to the Lightedge Equipment at the Customer Site, (c) managing the information security, the backup of Customer Content, the network security, patching, vulnerability scans of the Edge Cloud Services, and performing security monitoring of the Edge Cloud Services, unless such services are procured from Lightedge.

5.2.4. To the extent applicable to the Edge Cloud Services, Customer shall at Customer’s expense, perform the following: (a) backup its data before Lightedge performs any remedial, upgrade, or other work on Edge Cloud; (b) and operate and maintain a data back-up system in

Customer's data environment. Lightedge disclaims any liability for Customer's failure to maintain a data back-up process.

5.3. Restriction on Modification of Edge Cloud.

5.3.1. The Edge Cloud Equipment used to deliver the Edge Cloud Services is a closed system, for use solely with the Edge Cloud Services. Customer is not allowed to access the components, add/remove/disable or otherwise modify the Lightedge equipment except as expressly permitted by Lightedge.

5.3.2. When Customer receives the Edge Cloud Equipment at the Customer's On-Premises Environment, Customer must not open or disturb the package containing such equipment and must keep the package in a safe location at the Customer Site until Lightedge's technician or agent arrives to unbox and set it up, establish the configuration, and power it on. Thereafter, problems with Edge Cloud will be handled through the support tickets. Customers may not move the Edge Cloud Equipment from the Customer Site except with prior written approval from Lightedge. Title to the Lightedge Equipment used to deliver the Edge Cloud Services remains at all times with Lightedge. Customer acquires no right or interest in the Edge Cloud Equipment by virtue of ordering a subscription to the Edge Cloud Services.

5.4. Decommission of Edge Cloud.

5.4.1. Upon termination of the Edge Cloud Services, Customer will have thirty (30) days to retrieve or delete Customer's content from the Edge Cloud Services. At the end of the thirty (30) days, Lightedge's authorized technician or agent will remove the Edge Cloud Services from the Customer Site. If Customer has not deleted Customer Content from the Edge Cloud Equipment, it will be deleted by Lightedge. Where Lightedge replaces a part in the Edge Cloud Services, Customer is solely responsible for removing all Customer Content stored on the replaced part(s), irrespective of the medium in which it is stored, prior to Lightedge's taking possession of the part. Upon Customer's request prior to the termination of the Edge Cloud Services, Lightedge will use commercially reasonable efforts, based on the functionality of the Services and at Customer's expenses, to help Customer retrieve any data.

5.4.2. Upon termination of the Edge Cloud Services, with notice to Customer, as applicable, and in accordance with local law, Lightedge or Lightedge's authorized agent may enter the premises where any of the Edge Cloud Equipment are located to recover such Equipment.

6. Data Protection (f/k/a Backup & Recovery or Cloud Vault). Lightedge Data Protection is a hosted, agent-based or snapshot based data backup service on a scheduled basis and retained as described in the Service Order. Software Agent licensing, if applicable, is specified in the Service Order. Customer is responsible for regularly validating the integrity of backed up data. If Customer wishes to retain data beyond retention interval, Customer shall make arrangements with Lightedge in advance and prior to the expiration of the configured retention.

7. Lightedge Cloud Recovery.

7.1. Lightedge Cloud Recovery is a set of Resources composing a secondary online cloud-based environment ("**Recovery Environment**") which will be available to Customer for recovery of data in the event of loss of access or destruction of data stored at a primary location ("**Primary Environment**"). Support levels associated with the provision of Lightedge Cloud Recovery come in different tiers set forth in the Service Order. Support with runbook creation, Failover test, or Failover support is based on the purchased tier.

7.2. Customer is responsible for maintaining an adequately sized Recovery Environment, including sufficient storage to hold the replicated data and similar tiers of storage performance for the Source and Recovery Environments along with enough bandwidth at the Primary Environment to enable initial replication and successive incremental changes of data to Recovery Environment.

7.3. Customer is solely responsible for determining when a disaster has occurred, or otherwise to determine when a failure has risen to the level of requiring the enablement of access to the platform provided in connection with the Recovery Environment. Lightedge will have no obligation to make any independent determination of disaster or failure and will act only upon instructions and cooperation received from Customer in such circumstances.

7.4. Unless specified on the Service Order, Customer is responsible for implementing any network infrastructure dedicated physical or virtual network security appliance, managing Firewall(s) including but not limited to the configuration of Network Address Translation (NAT) Access List, Virtual Private Network (VPN), Dynamic Host Configuration Protocol (DHCP), Load Balancing, and static routing.

7.5. Customer is responsible for notifying Lightedge before making any changes to the Primary Environment that might affect the Cloud Recovery Service and defining, configuring and managing the required number of restore points stored as part of each replication job.

8. Cloud Port. Cloud Port allows Customer to connect Customer's Non-Lightedge Hosted environment with Customer's Lightedge Hosted cloud environment hosted using private network connectivity from a network services provider (NSP). Lightedge's Internet is not included with Cloud Port.

9. DDoS Mitigation. DDoS Mitigation protects Customer IP addresses against DDoS attacks and is designed to filter malicious traffic and pass through legitimate traffic in order to mitigate the potential disruptions caused by an attack. DDoS Mitigation is available on Customer's separately purchased Lightedge blended Internet. DDoS Mitigation uses Lightedge Hosted DDoS protection devices.

10. Managed Firewall. Firewall is a network security device that monitors and filters incoming and outgoing network traffic based on established security policies. The managed Services come in the form of either hardware (physical firewall) or virtual machine-based firewall(s) (Lightedge Cloud Firewall). Lightedge can enable policies and configurations at Customer's specific directions via support ticket.

11. Cloud Port. Cloud Port is a third-party managed virtual or physical router service that establishes Layer 3 private connectivity between different networks and service providers. Cloud Port connects two or

more independent locations or peerings in a single routing domain, thus providing Internet Protocol connectivity between all the end points attached to that Cloud Port.

12. Hyperscale Cloud – Microsoft Azure.

12.1. Microsoft Agreements. Connectria is an authorized Cloud Solution Provider (“CSP”) of the cloud (i.e., Microsoft Azure) services offered by Microsoft (“Microsoft Azure Services”). The Microsoft Azure Services are more fully described at: <https://www.azure.microsoft.com>. All Microsoft Azure Services are covered by the relevant Microsoft Customer Agreement (available at: <https://www.microsoft.com/licensing/docs/customeragreement>) for the location in which the services are provided, as well as any other applicable agreements, including but not limited to the Microsoft Product Terms (available at: <https://www.microsoft.com/licensing/terms>), the Microsoft SLA (available at: <https://www.aka.ms/csla>), and the Microsoft DPA (available at: <https://www.aka.ms/dpa>), (together, the “Microsoft Agreements”). By executing this Agreement, Customer hereby accepts all terms and conditions of all applicable Microsoft Agreements which are incorporated herein by reference, including any future updates or additions thereto. Microsoft Azure Services are provided by Lightedge through Connectria.

12.2. Customer may procure Non-Microsoft Products from Microsoft. “Non-Microsoft Products” are third party products provided by Microsoft under separate terms by the publishers of such products (the “Publisher(s)”). Neither Lightedge nor Microsoft are a party to the terms between Customer and the Publisher. Lightedge and Microsoft make no warranties and assume no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product. To the extent one or more Non-Microsoft Product is used under this Agreement, all applicable agreements for the Non-Microsoft Products so used are incorporated herein by reference.

12.3. Lightedge must record that Customer has accepted the terms of the Microsoft Agreements and also must supply details of this acceptance to Microsoft before any Microsoft Azure Services can be activated. Lightedge may have to recertify this acceptance periodically and Customer agrees to cooperate with Lightedge in its efforts to do so. Customer acknowledges that without Customer’s agreement and cooperation, Microsoft Azure Services cannot be provisioned. The required information includes, but is not limited to, the existence and nature of this Agreement, Customer name and contact information (including customer name, telephone number, email address, street, city, state/region, country and zip/postal code), and the Microsoft account ID associated with Customer.

12.4. Service Limitation.

12.4.1. Customer acknowledges that the Microsoft Azure Services are provided exclusively by Microsoft and that Non-Microsoft Products are provided exclusively by Publishers. Lightedge does not, and cannot, provide Microsoft Azure Services or Non-Microsoft Products other than as a reseller thereof. Accordingly, all Microsoft Azure Services and Non-Microsoft Products are the sole and exclusive responsibility of Microsoft and Publishers, respectively. Lightedge has no control over Microsoft or Publishers, the availability of Microsoft Azure Services or Non-Microsoft

Products. Microsoft or Publishers may, each in its sole discretion, refrain from providing services to any customer, state, country or region or limit the scope or availability of such services.

12.4.2. Microsoft or Lightedge reserve the right to suspend the Microsoft Azure Services if any condition outlined within the Microsoft Customer Agreements gives Microsoft the right to suspend Customer's access to or use of the Microsoft Azure Services.

12.5. Support for Microsoft Azure Services. Lightedge shall provide support services to Customers for all Microsoft Azure Services it resells. Lightedge will be the point of contact for Customer for all operational or technical support questions related to the Microsoft Azure Services. If Customer contacts Microsoft directly for support, Microsoft, at its sole discretion, may offer Customer support or redirect Customer to Lightedge.

12.6. Admin Access. Customer agrees to designate Lightedge's Microsoft Partner Network number (MPN) as Partner Admin Link (PAL) and provide Lightedge with administrator privileges. Failure to provide Lightedge with administrator privileges may materially alter or delay Lightedge's ability to fully support the Microsoft Azure Services. In the event that Customer does not grant administrator privileges to Lightedge, the latter shall not be responsible for Customer's inability to utilize or remedy issues with the Microsoft Azure Services. Furthermore, Customer acknowledges that Lightedge is subscribing to the Microsoft Azure Services purely for and on behalf of the Customer.

12.7. Customer responsibilities. Customer will adhere to all laws, rules, and regulations applicable to its use of the Microsoft Azure Services, including all terms and conditions in the Microsoft Agreements.

12.7.1. Customer represents and warrants to Lightedge and Microsoft that it, or its licensors own all right, title, and interest in and to the Customer Content to be stored and provided to Microsoft through the Microsoft Azure Services. Customer further represents and warrants that none of its Customer Content, or any of its users' use of its Customer Content, will violate the Microsoft Agreements.

12.7.2. Customer will defend, indemnify, and hold harmless Lightedge and its affiliates, including their respective agents, employees, officers, directors, and representatives, from and against any liabilities, damages, losses, costs, attorney fees arising out of or relating to any claim from Microsoft or Publishers as a result of any action or inaction of Customer in violation of, or arising out of, this Agreement, the Microsoft Agreements, or Customer's use or misuse of the Microsoft Azure Services or Non-Microsoft Products.

12.8. Subscription Term, Billing.

12.8.1. Customer may choose to deploy resources from Microsoft which involve a minimum commitment period, including, but not limited to, Azure Reserved Instances, on the terms offered by Microsoft. Accordingly, Customer acknowledges that by procuring any such subscription it enters into a binding commitment for the applicable fixed periods relating thereto (as specified by Microsoft). Therefore, should Customer wish to terminate the order earlier than the expiration of such subscriptions, Lightedge shall continue to bill and Customer shall continue to be liable for

any fees relating to such subscriptions up until the expiration of the applicable fixed period(s) relating thereto.

12.8.2. Depending on the Microsoft Azure Services used by Customer, Customer will be billed monthly in advance or monthly in arrears. Customer will pay the total charges for the Microsoft Azure Services in addition to the applicable management fee as specified on the Service Order. Notwithstanding anything to the contrary in the Agreement, Customer shall not withhold or offset any payment for the Azure portion of the Services. In the event Customer believes that there is an error in Microsoft's charges for the Microsoft Azure Services, Customer shall notify Lightedge in writing and the Parties shall work cooperatively to resolve such error with Microsoft.

12.8.3. In addition to and notwithstanding any other applicable provision related to taxes in the Agreement, Lightedge will charge Customer for any applicable taxes, including excise, sales and similar taxes to the extent Microsoft applies such taxes to Lightedge so that the net amount received by Lightedge is equal to the amount due and payable under the Agreement and these terms.

12.8.4. Any increase in Microsoft or Publisher's fees will cause an immediate proportional increase in the Microsoft or Publisher's Fees under the Agreement (e.g. if AWS increases its fees by 5% on a particular Microsoft Service, the Fees hereunder for such service will increase by 5%), effective as of the date of the Microsoft or Publisher's fee increase.

12.9. Data Privacy. Unless otherwise set forth in a Service Order, Lightedge does not have access to Customer data housed within the Microsoft Azure Services. Accordingly, security and data privacy is between Customer and Microsoft (subject to the Microsoft DPA) or Customer and Publishers (subject to the relevant security and privacy terms).

12.10. SLA. The Microsoft SLA describes Microsoft's commitments for uptime and connectivity for Microsoft Azure Services. If Customer is entitled to and wishes to claim service credits from Microsoft via Lightedge, acting as agent for Customer in its capacity as CSP, Customer must notify Lightedge of any claim at least by the end of the next month after which the service incident occurred.

13. Hyperscale Cloud – Amazon Web Services

13.1. AWS Agreement. Lightedge is a Premier Tier Partner and Managed Service Provider ("MSP") of the cloud services ("AWS Services") offered by Amazon Web Services, Inc. (or its affiliates and/ or successors, individually, jointly or altogether, "AWS"). The AWS Services are more fully described at: <https://www.aws.amazon.com>. All AWS Services are covered by the AWS Agreement (available at: <https://aws.amazon.com/agreement/>), as well as any other applicable addendum, attachment or supplement thereto, including but not limited to the AWS Service Terms (available at: <https://aws.amazon.com/service-terms/>), the AWS SLA (available at: <https://aws.amazon.com/legal/service-level-agreements/>), the AWS Global Data Processing Addendum (available at: <https://d1.awsstatic.com/legal/aws-dpa/aws-dpa.pdf>) and the AWS Acceptable Use Policy (available at: <https://www.aws.amazon.com/aup>), (together, the "AWS Agreement"). By executing this Agreement, Customer hereby accepts all terms and conditions of all applicable AWS Agreement which are incorporated herein by reference, including any future updates

or additions thereto, except for the fees, payment pricing and taxes provisions associated with the AWS Services which are governed by this Agreement (including this Service Schedule).

13.2. Customer may procure AWS Marketplace Products ("MP Products") which are provided by one or more third-party AWS Marketplace Sellers ("MP Seller(s)"). Lightedge and AWS make no warranties and assume no responsibility or liability whatsoever for MP Products. Customer is solely responsible and liable for its use of any MP Products. To the extent one or more MP Products is used under this Agreement, all applicable agreements for the MP Products so used are incorporated herein by reference.

13.3. Service Limitation.

13.3.1. Customer acknowledges that the AWS Services are provided exclusively by AWS and that MP Products are provided exclusively by MP Sellers. Lightedge does not, and cannot, provide AWS Services or MP Products other than as an MSP or a reseller thereof. Accordingly, all AWS Services and MP Products are the sole and exclusive responsibility of AWS and MP Sellers, respectively. Lightedge has no control over AWS or MP Sellers, the availability of AWS Services or MP Products. AWS or MP Seller may, each in its sole discretion, refrain from providing services to any customer, state, country or region or limit the scope or availability of such services.

13.3.2. AWS or Lightedge reserve the right to suspend the AWS Services if any condition outlined within the AWS Agreement, including the AWS AUP gives AWS the right to suspend Customer's access to or use of the AWS Services. Lightedge will, if practicable, restore your use and access promptly after the problem giving rise to the suspension is resolved.

13.4. Support for AWS Services. For the term of this Agreement, Customer is required to subscribe to a minimum of the "Business" tier of Premium support as described at: <https://aws.amazon.com/premiumsupport> (or any successor or related locations designated by AWS).

13.5. Management Program Account. Customer acknowledges that in order for Lightedge to provide AWS Services under this Agreement, Customer's AWS account(s) must be transitioned to Lightedge's AWS Program Management Account.

13.6. Customer responsibilities. Customer will adhere to all laws, rules, and regulations applicable to its use of the AWS Services, including all terms and conditions in the AWS Agreement.

13.6.1. AWS requires that Lightedge ensures that Customer reviews the "AWS Solution Provider Program: AWS Distribution Program: Program Guide for End Customers" available at: <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf> .

13.6.2. Customer represents and warrants to Lightedge and AWS that it, or its licensors own all right, title, and interest in and to the Customer Content to be stored and provided to AWS through the AWS Services. Customer further represents and warrants that none of its Customer Content, or any of its users' use of its Customer Content, will violate the AWS Agreement.

13.7. Customer will defend, indemnify, and hold harmless Lightedge and its affiliates, including their respective agents, employees, officers, directors, and representatives, from and against any liabilities, damages, losses, costs, attorney fees arising out of or relating to any claim from AWS or MP Sellers as a result of any action or inaction of Customer in violation of, or arising out of, this Agreement, the AWS Agreement, or Customer's use or misuse of the AWS Services or MP Products.

13.8. Public Sector & GovCloud. If Customer is a Public Sector Entity, the Public Sector Access Policy, available at: <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Public+Sector+Access+Policy.pdf> (as it may be updated by AWS from time to time, and as may be made available on any successor or related site designated by AWS), is hereby incorporated therein. For the purpose of this provision, "Public Sector Entity" means an agency, organization, or other entity that is within (or is substantially owned, funded, managed or controlled by): (i) the executive, legislative, or judicial branches of any government within the U.S. (federal, state or local) and its territories; or by any other country's government at any level; (ii) a quasi-governmental entity (such as the World Bank); (iii) an international governing/regulatory body (such as an EU institution); (iv) a publicly funded institution (such as a college, university, or hospitals); or (v) a higher-tier prime contractor, consultant, or other Entity working in support of the foregoing.

13.9. AWS GovCloud (US) Region Representations & Warranties. The AWS Services may not be used to process or store classified data. Customer is responsible for verifying that all End Users accessing Customer's Content in the AWS GovCloud (US) Region are eligible to gain access to such Content. Customer represents and warrants that it: (i) is a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as its account owner for the AWS GovCloud (US) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), has and will maintain a valid Directorate of Defense Trade Controls registration; (iv) is not subject to export restrictions under U.S. export control laws and regulations (e.g., Customer is not a denied or debarred party or otherwise subject to sanctions); and (v) maintains an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, Customer agrees to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties."

13.10. Subscription Term, Billing.

13.10.1. Customer may choose to deploy resources from AWS which involve a minimum commitment period, including, but not limited to, EC2 RIs, RDS Reserved DB Instances, DynamoDB Reserved Capacity, ElastiCache Reserved Cache Nodes, and Redshift Reserved Nodes, on the terms offered by AWS. Accordingly, Customer acknowledges that by procuring any such subscription it enters into a binding commitment for the applicable fixed periods relating thereto. Therefore, should Customer wish to terminate the order earlier than the expiration of such subscriptions, Lightedge shall continue to bill and Customer shall continue to be liable for any fees relating to such subscriptions up until the expiration of the applicable fixed period(s) relating thereto.

13.10.2. Depending on the AWS Services used by Customer, Customer will be billed monthly in advance or monthly in arrears. Customer will pay the total charges for the AWS Services in addition to the applicable management fee as specified on the Service Order. Notwithstanding

anything to the contrary in the Agreement, Customer shall not withhold or offset any payment for the AWS portion of the Services. In the event Customer believes that there is an error in AWS's charges for the AWS Services, Customer shall notify Lightedge in writing and the Parties shall work cooperatively to resolve such error with AWS.

13.10.3. In addition to and notwithstanding any other applicable section related to taxes in the Agreement, Lightedge will charge Customer for any applicable taxes, including excise, sales and similar taxes to the extent AWS applies such taxes to Lightedge so that the net amount received by Lightedge is equal to the amount due and payable under the Agreement and these terms.

13.10.4. Any increase in AWS or MP Seller fees will cause an immediate proportional increase in the AWS or MP Fees under the Agreement (e.g. if AWS increases its fees by 5% on a particular AWS Service, the Fees hereunder for such service will increase by 5%), effective as of the date of the AWS or MP Seller fee increase.

13.1. Data Privacy. Unless otherwise set forth in a Service Order, Lightedge does not have access to Customer data housed within the AWS Services. Accordingly, security and data privacy is between Customer and AWS (subject to the AWS DPA) or Customer and Publishers (subject to the relevant security and privacy terms).
