

**VPLS
MASTERSERVICES AGREEMENT
TERMS AND CONDITIONS**

This Master Services Agreement (“MSA”) is entered as of the date as set forth per this contract above by and between VPLS, Inc. (“Company”) and _____ (“Customer”) listed above and contains the general terms and conditions applicable to the purchases of services from the Company (“Services”). Company and Customer are each referred to as a “Party” and are collectively referred to as the “Parties.” The agreement among the Parties consists of this Agreement (including, without limitation, the Company Master Services Agreement Terms and Conditions herein below), Signed Order Form(s) and all Service Level Agreements that are entered into by the Parties on, as of or after the date of this Agreement (collectively referred to as the “Agreement”).

Effective Date:	Set forth per Signed Order Form
Service Commencement Date:	Defined in the Proposal
Premises Covered:	1400 65 th Street Suite 150 Emeryville, CA 94608 534 Stockton Avenue San Jose, CA 95126 600 W. 7 th Street Los Angeles, CA 90017 1515 Round Table Drive Dallas, TX 75247 2800 Summit Avenue Plano, TX 75074 2500 W. Union Hills Drive Phoenix, AZ 1807 Michael Faraday Ct. Reston, VA 20190 2260 East El Segundo, Los Angeles, CA 2600 West Germann Road, Chandler, AZ 85286 1400 South Grand Avenue, Santa Ana, CA 92705 3375 Koapaka Street Suite D-198, Honolulu, HI 96819 3080 Raymond St. Santa Clara, CA 95054

Definitions

- “Signed Order Form” shall mean a quote for service that has been signed by Customer and countersigned by Company;
- “Service Level” shall mean a defined operational standard against which the current service is measured;
- “Initial Term” shall mean the term, as measured in months, of the Signed Order Form;
- “Affiliates” shall mean any business equity in which EvoDC, LLC or VPLS, Inc. has an ownership interest in or with which EvoDC, LLC or VPLS, Inc. has an affiliation, including, but not limited to, the following:
 - 1515 ROUNDTABLEDR PROPERTY LLC
 - EvoDC, LLC.
 - SWITCH & DATA CA TWO, LLC.
 - Evocative – Cyberverse, LLC.
 - EVODC Garland, LLC.
 - Evocative, Inc.
 - Fiber Internet Center, LLC.
 - Cyberverse, Inc.
 - Krypt Technologies, DBA VPLS, Inc.
 - VPLS Solutions, LLC.
 - ZR Systems Group LLC
 - EVODC Raymond LLC
 - EVODC McKinney Data Center, LLC
 - VPLS Chappaqua, LLC
- “Customer Materials” means any documents, data, know-how, methodologies, software and other materials provided to the Company by Customer, including computer programs, reports, and specifications.
- “Deliverables” means all documents, work product and other materials that are delivered to Customer hereunder and prepared by or on behalf of Company in the course of performing the Services, including any items identified as such in a Signed Order Form or Service Level Agreement.

- “Pre-Existing Materials” means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Services, which are developed by Company prior to commencement or independently of this Agreement.
- “Services” means any professional or other services to be provided by Company under this Agreement, Service Level Agreements, and/or Signed Order Forms entered into by the parties and attached to this Agreement.

You engage Company to provide the Services set forth in the Service Level Agreements attached hereto.

1. Scope of Agreement.

- General. Subject to the terms and conditions of this Agreement, Company will provide the Services to Customer based on each Service Level Agreement selected by Customer and executed pursuant to a Signed Order Form (each an “SLA” and collectively the “SLAs”).
- Service Level Agreements. Each SLA shall be effective and incorporated into this Agreement when (or as of the date) mutually agreed upon and duly executed by the Parties. Each Service Level Agreement shall be dated for identification and include a detailed description of the Services to be performed.
- Service Delivery. Requests for Services will be on Company orders (each such order that is signed and date, a “Signed Order Form”) stating the pricing and (if and as applicable) the term (“Service Term”) for which Services are requested. A Signed Order Form will be executed and delivered about each type of Services requested, and by signing and delivering the Signed Order Form the Customer shall be deemed to have executed and delivered the SLA corresponding with the Services requested pursuant to the Signed Order Form (which corresponding SLA will be deemed incorporated in full in such Signed Order Form by reference as if fully set forth therein). Unless otherwise indicated on the Signed Order Form, the Service will continue for a term equal to the term on the Signed Order Form at the expiration of the Service Term at Company’s then current rates. Company will notify Customer electronically or in writing (a) of acceptance of the Customer’s Signed Order Form by delivering the estimated date by which Company will install or provide the Service and (b) when Service is installed or provided, at which time billing will commence (“Service Commencement Date”). Unless Customer notifies Company within three (3) days of the Service Commencement Date that Service is not working properly, the Service will be deemed accepted. The billing for the Service will then commence on the Service Commencement Date. In some circumstances, not all of the Services may be delivered on the Service Commencement Date. In these cases, unless the Customer notifies Company within three (3) days of the Service Commencement Date that the portion of the Services installed is not working, the installed portions of the Service will be deemed accepted. The billing for the portion of the Service installed will then commence on the Service Commencement date. If Company cannot complete installation due to Customer delay or inaction, Company may begin charging Customer for the Service and Customer shall pay such charges on the date that the installation would have been completed except for the Customer delay or inaction. The term of the contract begins upon delivery and acceptance of all items in the applicable Signed Order Form.

2. Service Levels; Support Services.

- Commitments. The Service level commitments (“Service Levels”) for Services are stated in the applicable SLA for each Service. Maintenance of the Service may result in limited Service interruptions. Company may (among other reasons) suspend the Services to carry out periodic or non-routine maintenance or upgrade work on the network or its equipment, or to the facility infrastructure and/or equipment. Company reserves the right to perform emergency maintenance as needed. Periods of force majeure and maintenance (including emergency, routine or any other maintenance performed by Company) are “Excused Outages.” Notwithstanding anything contained herein (or in any SLA or Signed Order Form) to the contrary, Customer shall not be entitled to any credit or compensation whatsoever in the event of any interruption of Service or failure to meet Service Levels due to or because of Excused Outages.
- Credits. If Company does not meet a Service Level (based on the records of Company) applicable

service credits will be issued upon Customer's request to Company's Customer Service. Credits must be requested within 5 days after the event-giving rise to the credit. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any).

- c) Support Services. Company will provide 24/7 customer and technical support services to Customer via e-mails sent to noc@evocative.com and or helpdesk@vpls.com through submissions and telephone through calls made to (888) 365 - 2656. Company will be required to respond to support requests in accordance with the provisions of the SLAs.
- d) Change of Services. Changes to the Services provided by Company will be reflected in additional Service Level Agreements (or amendments to SLAs) duly executed by the Parties. Such additional Service Level Agreements (or amendments to SLAs) shall fully document the impact of such changes on existing SLAs and pricing information for the Services reflected therein.

3. Fees and Payment Schedule.

- a) Charges. Invoices/rents are delivered monthly. Invoices are due upon receipt (the "Payment Date") of the month in which services will be rendered. Fixed charges are billed in advance and usage-based charges are billed in arrears; partial months being prorated. Standard charges of Company apply to moves, adds or changes agreed to by Company. Past due amounts bear interest at the lesser of 5% per month or the highest rate allowed by law. Customer agrees to pay all Service charges, even if incurred as the result of unauthorized use. In the event Customer does not remit payment of all amounts due under an invoice within five (5) business days following the Payment Date, Company may, at its discretion, cease providing Services to Customer without any notice, including without limitation (if and as applicable, access to the facility, and, or premises). In the event Customer does not remit payment of all amounts due under an invoice by the tenth (10) day following the Payment Date, Company may, at its discretion, assert a possessory lien on and maintain possession of all Customer equipment as collateral for amounts owed. As security for the obligations of Customer under this Agreement, including without limitation amounts owed under this Agreement, Customer agrees and hereby grants to Company a continuing security interest in all of Customer's equipment. Company may take all such action as necessary to perfect (or continue to perfect) Company's security interest in Customer's equipment, including without limitation, the filing of financing statements, and Customer shall assist Evocative and execute any further instruments as Company reasonably requests to perfect (or continue to perfect) Company's security interest or to effect the purposes of this Agreement.
- b) Disputes and Related Matters. If Customer disputes an invoice, Customer will pay the undisputed amount by the due date and submit written notice of the disputed amount detailing the nature of the dispute and the invoices disputed. Disputes must be submitted within 30 days of the date of the invoice or the right to dispute is waived, and a dispute will not be deemed validly made in accordance with the terms hereof unless accompanied by a detailed account or description of the disputed amounts and reasonable basis for the dispute. If a dispute is resolved against Customer, Customer will pay the disputed amounts plus interest from the due date within 30 days. If any change in applicable law or regulation affects the delivery of Service, Company may pass any increased costs through to Customer and Customer may terminate the affected Service without termination liability by delivering written notice to Company within 30 days.
- c) Security Deposit. Company may require a security deposit (in each case, the "Security Deposit") as a condition to accepting a Signed Order Form or, for a) usage-based Services at any time; or b) non-usage based Service if Customer fails to timely pay Company or otherwise breaches its obligations, or Company reasonably determines that Customer has had an adverse change in financial condition. The Security Deposit usually will be equal to the monthly recurring charges ("MRC") specified in the corresponding Signed Order Form; provided, however, that the Security Deposit may be an amount equal to up to six months' MRC if Customer fails to timely pay Company or otherwise breaches its obligations, or Company reasonably determines that Customer has had an adverse change in financial condition. The Security Deposit may be required with respect to Colocation and Power Services. The Security Deposit may also be required with respect to other Services described herein, if applicable, should the conditions identified above be present with the

Company.

- d) Use and Increased Security Deposit. If Customer fails to pay any amount when due, then Company may draw upon the Security Deposit in the amount of payment due but not made. If Customer's actual MRC increase or Customer's required monthly payments are received more than five (5) days after the payment due date for two (2) months during contract term, Company in addition to its other remedies hereunder, shall be entitled at its sole discretion to increase the required Security Deposit up to or equal to six months' MRC. Within five (5) business days after receipt of written notice of any deficiency in the amount of the Security Deposit (either due to withdrawals by Company or an increase in the required amount), Customer shall deposit with Company cash or cashier's check in an amount sufficient to restore the Security deposit to its original or required increased amount. Customer's failure to do so shall constitute a material breach hereunder. Within thirty days (30) days after the later of (a) expiration or earlier termination of the Agreement or (b) Customer's vacating the Premises, and provided no default exists hereunder, Company shall return the Security Deposit less any portion thereof as Company shall have used to satisfy Customer's obligations under this Agreement.
 - e) Third-Party License Fees. Customer shall be responsible for all Third-Party License Fees as set forth in any SLAs and/or Signed Order Forms. Third-Party License Fees may increase year over year from the Vendor therefore Company will provide notice of any fee increase from the Vendor and applicable effective date. Customer will be responsible for the increased fees unless otherwise terminated prior, in which no early termination fee shall apply.
 - f) Power Price Increases – Power prices may increase year over year from a power provider. Company will provide notice of any increase in power fees and the applicable effective date, subject to a 5% cap (e.g., power fees will not increase more than 5% during a contract term year). Customer will be responsible for the increased power fees unless otherwise terminated prior to the applicable effective data, in which no early termination fee shall apply.
 - g) Price Increases. Except as specifically set forth in the Signed Order From, Company reserves the right to increase pricing at any time following expiration of the stated or applicable Term; provided, however, that notwithstanding anything contained herein (or in any SLA or Signed Order Form to the contrary), if any change in applicable law or regulation affects the delivery of Service (even if during the Term), Company may pass any increased costs through to Customer and Customer may terminate the affected Service without termination liability by delivering written notice to Company within 30 days.
 - h) Audit Rights. During the Term and for a period of at least one year thereafter, Company and Customer shall maintain accurate records sufficient to verify the accuracy of payments due hereunder. Customer shall have the right, at its expense and no more than once per calendar year during the Term and for a period of one year thereafter, to examine and audit such records, to verify the correctness of the amounts paid under this Agreement. If any such audit reveals an overpayment by Customer, then Company shall immediately refund or credit to Customer, at Customer's option, the incremental difference between the amount due and the actual amount that was paid, together with interest calculated at the rate of five percent per year (or such lower rate as may be required by law, if applicable). Company reserves the right to verify the accuracy of the amounts invoiced and amounts paid and to notify Customer of any errors in the amounts invoiced and/or amounts paid.
4. Taxes and Tax Like Fees. Except for the net income tax of Company, Customer is responsible for all taxes, fees, surcharges, license fees, foreign withholding (which will be grossed up) and other tax like charges imposed on or incident to the provision, sale or use of Service (whether imposed on Company or its affiliates). Company may recover taxes, fees, and certain costs of administering the same through a percentage surcharge(s) on the Services. Valid exemption certificates will be given prospective effect upon receipt by Company.
5. LIABILITY LIMITATIONS. - NOTWITHSTANDING ANYTHING CONTAINED HEREIN (OR IN ANY SLA OR SIGNED ORDER FORM) TO THE CONTRARY, THE MAXIMUM LIABILITY AND OBLIGATION OF COMPANY AS A RESULT OF OR IN CONNECTION WITH THE DELIVERY OF ANY SERVICE HEREUNDER OR THE OBLIGATIONS HEREUNDER (INCLUDING WITHOUT LIMITATION, AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR ANY GROSS NEGLIGENCE OF COMPANY) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY

CUSTOMER TO COMPANY FOR THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST CLAIM AROSE; AND PROVIDED FURTHER THAT, FOR THE AVOIDANCE OF ALL DOUBT, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY PAID BY CUSTOMER TO COMPANY FOR THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST CLAIM AROSE IN CONNECTION WITH OR AS A RESULT OF THE DELIVERY OF ANY SERVICES HEREUNDER OR THE OBLIGATIONS HEREUNDER. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH UNDER SECTION 7(c) HEREOF AND SUBJECT TO THE OBLIGATIONS SET FORTH IN SECTION 7(c) HEREOF, NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ORDER. COMPANY WILL HAVE NO LIABILITY FOR ANY CLAIMS RELATING TO 911 OR OTHER EMERGENCY REFERRAL CALLS. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS RESPECTING THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Term and Termination

- a) Term. The initial term of this Agreement shall commence on the Service Commencement Date and shall continue thereafter until the latest termination date reflected in the Signed Order Form (the "Specified Period"), unless earlier terminated in accordance with the terms and conditions set forth herein and/or within an SLA (the "Initial Term"). Following expiration of the Initial Term and provided Customer is not then in default, unless a written notice of cancellation is given by either party at least 30 days prior to the end of the Initial Term, each Service will renew automatically for additional periods equal in length to the Specified Period (on a successive basis), unless (in the case of any such renewal period) earlier terminated in accordance with the terms and conditions set forth herein and/or within an SLA (each such renewal period, a "Renewal Term"). The Initial Term along with any and all Renewal Terms are collectively referenced as the "Term." . Company shall have the right to terminate or cancel certain Services without terminating or cancelling other Services and without terminating this Agreement, provided further that if the Company terminates or cancels any Services, the Services that are not terminated or cancelled (and the Term for such non-terminated and/or non-cancelled Services) shall continue based on the conditions outlined herein as well as identified within the applicable SLAs. For the avoidance of doubt, in the case that certain Services are terminated, the Term, as described above shall continue for the non-terminated Services.
- b) Termination. If (i) Customer fails to pay Company any charges (other than charges that are rightfully disputed in accordance with the terms hereof) when due and such failure continues for two (2) days after written notice from Company or (ii) either party fails to observe any other material term of this Agreement and such failure continues for 30 days after written notice from the other party, then the non-defaulting party may terminate this Agreement, any SLA or any Signed Order Form, in whole or in part, and subject to the limitations of this Agreement, pursue any remedies it may have at law or in equity. If Customer cancels or terminates Service for convenience (or if Company terminates Service for cause (e.g. violation of Acceptable Use Policy)), Customer will pay Company a termination charge equal to the sum of (i) 100 percent of any third party cost for the remainder of the Agreement incurred by the Company in providing the or preparing for providing the Services outlined in the Agreement; (ii) 100 percent of the next twelve (12) months (such period of twelve (12) months, the "12-Month Period") of monthly recurring charges (MRCs) for the Services outlined in the Agreement that remain under the then-current Term; (iii) 50 percent of the MRCs for the Services outlined in the Agreement for the period remaining during the then-current term following the 12-Month Period (if and as applicable) (for the avoidance of doubt, the remainder of the Agreement); (iv) the "out-of-pocket" costs (if any) of the Company incurred in constructing facilities necessary for delivery of Services (or any portion thereof); and (v) all unpaid amounts for Services actually provided. In lieu of installation Service Level credits, if installation of a Service is delayed by more than 180 business days beyond the date by which Company committed to deliver such Service to the Customer, Customer may terminate the affected Service without liability upon written notice to Company, provided, however, that (i) such notice is delivered prior to delivery of a notice by Company for commencement of the affected Service, (ii) the foregoing right shall not apply where Company is constructing facilities, and (iii) the foregoing right shall not apply to any Services other than the specific Service that is actually delayed by more than the above-specified time period .

- c) Termination for Insolvency. Either Party may immediately terminate this Agreement in the event the other Party (a) admits in writing its inability to pay its debts as they become due, fails to satisfy any judgment against it, or otherwise ceases operations of its business in the ordinary course, (b) is adjudicated bankrupt or becomes insolvent, (c) winds up or liquidates its business voluntarily or otherwise, (d) applies for, consents to or suffers the appointment of, or the taking of possession of by, a receiver, custodian, assignee, trustee, liquidator or similar fiduciary of itself or of all or any substantial portion of its assets, (e) makes a general assignment for the benefit of creditors, (f) commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (g) files a petition seeking to take advantage of any other law providing for the relief of debtors, (h) acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws and/or (i) takes any action for the purpose of effecting any of the foregoing. Notwithstanding anything contained herein to the contrary, no such termination under this Section 6(c) shall affect the obligations of Customer to pay amounts payable for any Services delivered hereunder or amounts otherwise due or payable to Company hereunder.
- d) Effect of Termination. Upon any termination or expiration of this Agreement, all rights and licenses granted by either Party to the other herein shall terminate and be of no further force or effect; provided, however, that no termination or expiration of this Agreement shall affect the Customer's payment obligations hereunder with respect to Services provided or any amounts that may be otherwise due or payable by Customer hereunder. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

7. General

- a) General Data Protection Regulation (GDPR) Compliance and California Consumer Privacy Act (CCPA) Compliance. Company is not responsible for either GDPR Compliance or CCPA Compliance with respect to third-party customer data that is being stored and/or utilized by Customer's. Company does not engage in selling, sharing, buying or purchasing of third-party's personal information. Company will notify its Customers (but not third-parties or end-users) of any data breach of Company's facilities and/or equipment that occurs during the providing of any services outlined in any SLA or Signed Order Form. Company will notify users of data breaches within 72 hours of occurrence.
- b) No Assignment. Customer may not assign its rights or obligations under this Agreement or any Order without the prior written consent of Company, not to be unreasonably withheld. Customer may not resell Service provided pursuant to this Agreement, but Customer may use such Service in the normal course of its business.
- c) Indemnification. Customer shall indemnify, hold harmless and defend Company, its officers, employees, directors, affiliates and their agents against any claims, damages or losses (of any nature whatsoever, including without limitation, attorneys' fees and court costs) arising from, related to or in connection with Customer's use of the Services. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under this Agreement. This Agreement shall be binding upon, and enforceable by, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- d) Insurance. Customer shall, at Customers' expense, procure and maintain throughout the Term of this Agreement, a policy or policies of insurance in accordance with the terms and requirements set forth below. Customer hereby waives its rights against the Company with respect to any claims or damages or losses (including any claims for bodily injury to persons and/or damage to property) which are caused by or result from (i) risks insured against under any insurance policy carried by Customer at the time of such claim, damage, loss or injury, or (ii) risks which would have been covered under any insurance required to be obtained and maintained by Customer under this Agreement had such insurance been obtained and maintained as required; provided, however, that in no event shall Customer be deemed to have waived its right against Company with respect to any claims or damages or losses (including any claims for bodily injury to persons and/or damage to property) which are caused by or result from the gross negligence or willful misconduct of any member of the Company.

<u>Commercial general liability insurance (including contractual liability):</u>	<u>\$2,000,000 single limit; \$5,000,000 aggregate limit</u>
<u>All Risk” Personal Property Insurance</u>	<u>Full Replacement Value of Tenant’s Personal Property in Tenant Space</u>
<u>Workers’ Compensation Insurance</u>	<u>In accordance with the laws of the state in which the Property is located, and Employer’s Liability insurance with a limit not less than \$1,000,000 Bodily Injury Each Accident; \$1,000,000 Bodily Injury By Disease - Each Person; and \$1,000,000 Bodily Injury By Disease - Policy Limit</u>

All insurance required under this Agreement shall be issued by insurers with a “General Policyholders Rating” of at least A-, X, as set forth in “Best’s Insurance Guide.” Such insurers shall be authorized to do business in the state in which the Building is located. The commercial general liability policies procured hereunder shall name the Company as additional insureds. Prior to occupying the Building and upon subsequent requests of Company, Customer shall submit to Company evidence that Customer has the insurance policies required hereunder in effect and, if requested by Company, shall provide Company with certificates of insurance evidencing such policies. All insurance policies procured hereunder shall contain a provision stating that the insurer shall endeavor to provide at least thirty (30) days written notice to Company and all others named as additional insureds prior to any cancellation or material modification of such policy. If Customer does not deliver to Company a certificate or other proof of renewal or coverage from another insurance carrier at least fifteen (15) days prior to the expiration dates of each expiring policy, Company may obtain such insurance on behalf of Customer, and Customer shall, within ten (10) days after Company’s demand therefor, pay to Company an amount equal to the cost of such insurance policies plus an administrative surcharge of ten percent (10%).

- e) Confidential Information – “Confidential Information” means any information that is treated as confidential by a party, including without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. Each of the Parties agrees not to use the other Party’s Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of the Parties’ respective legal rights under the Agreement, or as may be required by law. Each of the Parties agrees not to disclose the other’s Confidential Information to any third person except as follows: (i) to such Party’s respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this Agreement; (ii) to law enforcement or government agency if requested pursuant to valid legal authority; (iii) to law enforcement or government agency if the Party making such disclosure to a law enforcement or government agency reasonably believes that the other Party’s conduct may violate applicable criminal law; (iv) as required by law; or (v) in response to a subpoena or other compulsory legal process; provided, however, that in the event of any disclosure by a Party pursuant to the immediately foregoing clauses (ii), (iv) and (v) hereunder, such Party agrees to give the other Party written notice of at least seven (7) days prior to such disclosure of Confidential Information under such clauses (or prompt notice in advance of such disclosure, if seven days advance notice is not reasonably feasible), unless such notice is not legally permissible under applicable law (as reasonably determined by the Party making such disclosure pursuant to any such clause).
- f) Intellectual Property - “Intellectual Property Rights” means all (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and

other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. As between Customer and Company, all Intellectual Property Rights and all other rights in and to the Services and Deliverables (except for any Confidential Information of Customer or Customer Materials) and the Pre-existing Materials shall be owned by Company. Company hereby grants Customer a license to use all such rights free of additional charge and on a non-exclusive, worldwide, and royalty-free basis to the extent necessary to enable the Customer to make reasonable use of the Deliverables and the Services. Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer.

- g) Representations and Warranties – Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- h) Dispute Resolution and Jury Waiver. This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of California applicable to contracts wholly made and to be performed within the State of California without regard to conflict of laws principals. Each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of the State of California and the Federal courts of the Northern or Southern District of California, situated in the County of San Francisco or County of Los Angeles at the election of Company. Each Party irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that California is an inconvenient forum. To limit the cost of resolving any disputes between the parties, and as a material inducement to each party to enter into this Agreement, fully permitted by law, Company and Customer each expressly waives its right to trial by jury in any trial held because of a claim arising out of, in connection with, or in any manner related to this Agreement in which Company and Customer are adverse parties, including cross-complaint by one against the other.
- i) Publicity; Press Releases. Neither Party shall be entitled to use the name, service or trademarks, logos or otherwise identify or refer to the other Party in any press releases, publicity, marketing or promotional material without the prior, express approval of such other Party in each instance.
- j) Contract Expiration. Upon expiration of the contract term specified on the Signed Order Form, Company reserves the right to correct pricing to current market rates.
- k) Contract Cancellation. Notwithstanding anything contained herein to the contrary, Customer is required to give written notice to Customer's intent to terminate this Agreement and any connections or other Services, which termination will take effect after 30 days.
- l) Arbitration. Except for disputes regarding unpaid Customer fees due to Company, any claim or controversy arising out of or relating to the Agreement, or any breach thereof between the Parties, shall be submitted to arbitration in San Francisco or Los Angeles, California, before an experienced arbitrator who has been an attorney, retired judge or C-level executive selected in accordance with the Rules of the American Arbitration Association, as the exclusive remedy for such claim or controversy. Either party desiring to arbitrate shall give written notice to the other party within a reasonable period after the party becomes aware of the need for arbitration. The decision of the arbitrator shall be final and binding. Judgment on any award rendered by such arbitrator may be entered in any court having jurisdiction over the subject matter of the controversy. The fees and costs of the arbitrator shall be paid equally by the Parties. With respect to disputes regarding unpaid Customer fees, Company shall have right to file a lawsuit to attempt to collect these unpaid fees.

- m) Attorney Fees. If either party commences an action or arbitration against the other party arising out of or concerning this agreement or services provided in connection with this agreement, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney fees and costs not to exceed twenty five thousand dollars (\$25,000) in addition to such other relief as may be awarded; provided, however, that nothing contained in this clause (l) of Section 7 shall limit or affect the indemnification obligations under clause (c) of Section 7, or the Company's right to recover any and all amounts to which it may be entitled under such clause (c) of Section 7.

- n) Miscellaneous. Notices will be made in writing to the address below. If no Customer address is provided below, Company may provide notices under this Agreement to any address identified in a Signed Order Form. Services may be provided by Company or its affiliates and Company may use third parties to provide Services. Any provision of this Agreement which, either by its terms or to give effect to its meaning, must survive shall survive the cancellation, expiration or termination of this Agreement. This Agreement, together with any and all applicable Service Level Agreements and Signed Order Forms, constitute the entire agreement between the parties respecting the subject matter hereof and can only be modified in a writing signed by both parties. Neither party will be liable, nor will any remedy provided by this Agreement be available, for any failure to perform due to causes beyond such party's reasonable control. If either party fails to enforce any right or remedy under this Agreement, such failure will not waive the right or remedy. Each party shall comply with all applicable laws, rules and regulations associated respectively with the delivery by Company or Customer's use of Service under the Agreement.

Notice Address: VPLS, Inc.
 Attn: Contracts / Accounting
 600 W 7th St. Suite 510
 Los Angeles, CA 90017

Execution and Effect. The Parties agree that this MSA (together with the attached SLAs) governs the relationship between the Company and Customer and is effective on the date of the Customer's signature below (and execution hereof by both of the Parties). This MSA applies to all outstanding Service Orders, and amends and supersedes any and all prior agreements and/or understandings between or among the Parties (other than the Service Orders which continue to remain in effect); provided that in the event of any conflict or inconsistency between this MSA and any Service Orders, the terms of this MSA shall control and govern the relationship of the Parties hereto; and provided further that, notwithstanding anything contained herein to the contrary, this MSA may be amended from time to time upon 30 days' advance written notice by the Company, unless Customer provides written notice of Customer's objection to such amendment before expiration of such 30-day period.

VPLS, INC.

(Customer Name)

Signature:

Signature:

Name:

Name:

Date:

Date:

EXHIBIT A
SERVICE LEVEL AGREEMENT
OVERALL SERVICES

This General Service Level Agreement (“General SLA”) is issued in accordance with the Master Services Agreement (the “Agreement”) between VPLS (“Company”), a California Corporation and Customer. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Master Service Agreement (MSA) and Conditions. This SLA sets forth the general Terms of Services to be provided by Company to Customers and the Service Levels in accordance with which such services will be provided. For Customer claims related to Service deficiencies, interruptions or failures, Customer’s exclusive remedies are limited to those set forth in this SLA.

1. General

1.8 Definitions – In this SLA and the other SLAs relating to specific services, the following terms have the following meanings:

- a) “Data Center” means the physical location where Company houses computer systems and associated components.
- b) “Facility” means the building in which the Data Centers are located.
- c) “Force Majeure” means an act of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, or any pandemic, including without limitation the pandemic known as Covid-19.
- d) “Extenuating Circumstances” means (i) any acts or omissions or acts of negligence of the Customer or any other end-user; (ii) the conditions of any Customer’s equipment, facilities, or applications; (iii) faults in or failures to the Customer’s equipment, network, email servers, computers or software; (iv) faults or failures caused by the Customer’s Internet Service Provider or any other third-parties that host the Customer’s email delivery systems or websites, including network outages (other than the Provider Network); (v) external causes, such as vandalism, theft, including non-published and vicious virus attacks on software; (vi) Force Majeure; and/or (vii) a customer’s circumvention or interference with the reasonable security precaution relating to the services identified in this SLA.
- e) “Signed Order Form” shall mean the proposal for Services executed by both the Company and Customer.
- f) “Third Party System” means any telecommunication system that is neither owned nor operated by or on behalf of Company

1.2 Company shall not be liable to pay compensation under any SLA where the Company’s failure to meet any of its obligations under this SLA is caused by Extenuating Circumstances, by the performance of routine maintenance, by a failure in any Customer equipment, or third party acting on Customer’s behalf.

1.3 Credit Conditions – Credits and/or other compensation under this SLA and other SLAs shall only be payable where:

1.3.1 Failures to provide Service was due to acts or omissions of Customer, master landlord or any third party outside of Company’s reasonable control or other Extenuating Circumstances;

1.3.2 Customer is not currently, nor was at the time the Service Outage occurred, in default of any of the terms and conditions of the MSA, Acceptable Use Policy (AUP), this SLA and any SLA related to the Services being provided by the Company;

1.3.3 Customer has submitted to Company a claim in writing via email or via the Company support ticketing system

identifying the circumstances in which Customer claims that the credit and/or compensation arose;

1.3.4 Company has agreed in writing, acting reasonably and without undue delay, to issue such credit and/or other compensation in connection with such claim;

1.3.5 Customer's account is current;

1.4 Service Availability – For all services provided by the Company, Company guarantees an overall Service availability of 100%.

1.5 Customer Credit – If there is Service Unavailability in the aggregate in any calendar month, Customer shall be entitled to a maximum credit of 100% of that month's invoice for the portion of the invoice that corresponds to the Service Unavailability and Service Location. Customer will be entitled to a credit of one three hundred sixtieth (1/360) of that month's invoice for each hour that the listed Service is not available.

1.6 Claims for Credit of Services – All claims and credits will be applied towards the Customer's invoice that the Customer receives two months following the month in which a Service Outage or Service Unavailability has occurred. The credits will only be applied to the portion of the invoice that corresponds to the Service Outage or Service Unavailability. To receive credits, Customer must submit a trouble ticket within 48 hours of the Service Outage or Service Unavailability. All claims for credits and/or compensation must be submitted promptly in writing and within 7 days from the date of the Service Outage or Service Unavailability. Claims should be submitted accounting@vpls.com and marked in the subject line with "claim for services credit." Customer's failure to notify Company within the period stated above shall result in Customer's waiver of its right to receive any such credit and/or other compensation.

1.7 Amendments to SLAs – Company reserves the right to amend this SLA and other SLAs from time to time. Company shall give Customer not less than 30 days' notice of any changes in the SLA or other SLAs and Customer will be notified by e-mail. Upon receipt of such notice, Customer shall have the right, for a period of 30 days thereafter, to terminate this SLA if Customer disagrees with such amendment.

1.8 Response Time – Customer can contact Company 24x7 via email or via telephone at 888 365 2656 for any Service availability issues and/or Service Downtimes. Unless specified in another SLA, a member of the technical support team will contact Customer within two hours providing the identity of the person assigned to resolve the ticket and any status information that has been gathered.

EXHIBIT B
SERVICE LEVEL AGREEMENT
COLOCATION AND POWER SERVICES

This Service Level Agreement - Colocation and Power Services (“SLA”) is issued in accordance with the Master Services Agreement (the “Agreement”) between VPLS, Inc., a California Corporation (hereinafter referred to as “Company” or “Provider”), and Customer. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Master Service Agreement Terms and Conditions. This SLA sets forth the Colocation and Power Services to be provided by Company to Customer and the Service Levels in accordance with which such services will be provided. For Customer’s claims related to Service deficiencies, interruptions or failures, Customer’s exclusive remedies are limited to those set forth in this SLA.

1. General

1.1. In this SLA, the following terms have the following meanings:

- a) “Colocation Services” shall have the meaning ascribed thereto in paragraph 2.1.
- b) “Data Center Availability” means all the time in any calendar month the Data Center is available to visit, not to include Scheduled Downtime.
- c) “Data Center Downtime” means any interruption in the Data Center Availability guaranteed in Section 3.1., not to include Scheduled Downtime.
- d) “Power” means the physical electricity delivered to the Customer.
- e) “Power Downtime” means any interruption to the Power delivered to the Customer within the Data Center guaranteed in Section 4.1.
- f) “Environment” means the recorded temperature within the Data Center limited to the cold aisle temperature or the ambient temperature at the intake of the Customer’s equipment.
- g) “Environment Downtime” means a change in the recorded cold aisle or intake temperature that is outside of the 72 to 78 F degrees (+/- 6 degrees) range maintained within the Data Center guaranteed in Section 3.1 of this Colocation Services and Power Service Level Agreement.
- h) “Scheduled Downtime” shall have the meaning ascribed thereto in Section 3.1 of the Service Level Agreement.
- i) “Service Outage” shall mean any Data Center, Power or Environment downtime.
- j) “Power Monitoring” Company shall monitor and enforce 80% utilization limits based on ANSI/NFPA/NEC 70 standards all power circuits delivered.
- k) “Cooling Monitoring” Company shall monitor the cold aisle or in-take temperature and shall strictly enforce Customer adherence to cold aisle/hot aisle design methods include Cabinet level Air Flow design and management.
- l) “Tear Down” Upon termination of Colocation Services Company shall perform a Tear Down to decommission Customer’ Cage(s) or Cabinet(s) to original state. This includes removal of Cross Connects, power decommissioning, clean up, re-keying, and other services as needed. The cost of such Tear down shall be deducted from the customer’s security deposit (Referenced in Section 3(c) of MSA)

1.2. This SLA only applies to the Colocation Services to the extent that they are provided by means of systems and equipment that are either owned or operated by or on behalf of Company.

1.3. Company shall not be liable to pay compensation under this SLA where its failure to meet any of its

obligations under this SLA is a caused by Extenuating Circumstances, by the performance of routine maintenance, by a failure in any Customer equipment, or by any act or omission of Customer, or third party acting on Customer's behalf.

- 1.4. Credits and/or other compensation under this SLA shall only be payable as defined in Sections 1.3, 1.5 and 1.6 of the General SLA. In addition, Credits and/or other compensation under this SLA shall only be payable as defined in this SLA where:
 - 1.4.1. Customer is not in violation of ANSI/NFPA/NEC 70 power standard codes; and
 - 1.4.2. If applicable, Customer is not in violation of cold aisle/hot aisle Data Center Layout including Cabinet Level Best Practices as set forth by Company.
- 1.5. The maximum monthly credit and/or compensation available under this SLA for Colocation Services is limited as defined by Section 1.5 of the General SLA. Credit and/or other compensation provided hereunder shall be Customer's sole and exclusive remedy for any Service Outage or any failure to meet the Deliverables.
2. Provision of Colocation Services
 - 2.1. Company will provide Customer with colocation and power services (the "Colocation Services") in accordance with the terms and conditions contained herein for the term set forth in the Signed Order Form.
 - 2.2. Customer is responsible for paying all Setup Fees, First Month of Services and a Security Deposit equivalent to one (1) month of services delivered before the commencement date set out in the Signed Order Form. If Customer is unable to make payment by such time, Customer will not be subject to receive any form of credit or compensation for delays in provisioning of Colocation Services. Unless otherwise specified and agreed upon in writing, Company will not deliver any services listed on the Signed Order Form until all fees listed herein are paid in full.
 - 2.3. Company will provide Colocation Services by the service commencement date set out in the Signed Order Form. If Company is unable to commence providing Colocation Services by the service commencement date, at Customer's request Company will credit Customer's account in the amount of 10% of the setup fee (non-recurring charge) set out in the Signed Order Form.
 - 2.4. Company shall charge, and Customer shall be obligated to pay, the fees for the Colocation Services set forth on the Signed Order Form.
 - 2.5. Company will provide Colocation Services that meet Payment Card Industry (PCI) mandated physical security requirements with controls such as: Access Control Lists, Visitor Log audits, and video surveillance.
3. Service Levels for Facility & Data Center Availability for Colocation Services
 - 3.1. Company guarantees an overall Facility and Data Center Availability of 100%.
 - 3.2. Company may suspend access to the Data Center to carry out periodic maintenance or upgrade work ("Scheduled Downtime").
 - 3.3. Except in the case of an emergency, Company will provide Customer with one week's notice of Scheduled Downtime. If Company fails to provide the appropriate notice, at Customer's request, Customer will be entitled to a credit to Customer's account in the amount of the pro-rated fee for the provision of one day of Colocation Services. This credit will only apply to monthly recurring fees on power and space within that Data Center.
 - 3.4. Company will endeavor not to suspend access to the Data Center Scheduled Downtime more than 12 times in any calendar year and not exceed a total of 12 hours in any calendar year and at Customer's request, Customer will receive a credit to Customer's account in the amount of the pro-rated fee for the

provision of one day of Colocation Services for each additional service suspension for such work. This credit will only apply to monthly recurring fees on power and space within that Data Center.

- 3.5. Company will endeavor to accommodate Customer's requirements in terms of outage times; however, depending on the circumstances this may not always be possible. Outage times will be quoted in Pacific Standard or Daylight Time to prevent mistakes being made over the various time zones.

4. Service Levels for Power Availability

- 4.1. Company guarantees an overall Power Availability of 100%.

- a) Power Distribution Units (PDU), whether supplied by Company or by Customer, and not covered within this SLA and are not eligible for credits.

- 4.2. If Customer requests a credit for Power Downtime, and such request is validated by Company, Company shall credit Customer in accordance with the provisions hereunder:

If in one calendar month a Customer experiences Power Downtime that is not the result of faulty equipment within the Customer's cabinet or cage or any form of negligence on the Customer's part, at Customer's request, Customer will receive a credit towards the invoice which Customer receives two months following the month in which Power Downtime was reported. For determining the amount of any credit, Power Downtime will be deemed to commence when the Power outage is reported on Company's electrical monitoring system. An alert system notifies Company support staff immediately when any Power Downtime is reported on the electrical monitoring system and a trouble ticket will be opened within 5 minutes of Company's discovery of Power Downtime if it has not yet been reported by Customer.

- 4.3. If there is Power Downtime, the maximum monthly credit and/or compensation available under this SLA for Power Downtime is limited as defined by Section 1.5 of the General SLA. Credit and/or other compensation provided hereunder shall be Customer's sole and exclusive remedy for any Service Outage or any failure to meet the Deliverables.

- 4.4. If Power Downtime is to occur for more than 72 hours in the aggregate in any calendar month, Customer may give written notice of Customer's intent to terminate this SLA and any connections or other Colocation Services, in which termination will take effect after 30 days.

5. Service Levels for Environment –

- 5.1. The average temperature of the cold aisle in the Data Center will be 72 - 78 degrees Fahrenheit (+/- 6 degrees) at all times. Temperature may be measured at cold aisle points in the Facility of Company's choosing provided that those points are within 2 feet of Customer's equipment in Customer's environment. Temperature is monitored and recorded electronically and provides audible alerts as well as alerts through a SMS or email system if the threshold listed above is breached. Company does not provide any SLA for hot aisle(s) ambient temperature in the Data Center.

- 5.2. If there is Environmental Downtime, the maximum monthly credit and/or compensation under this SLA for Environmental Downtime is limited as defined by Section 1.5 of the General SLA. Credit and/or other compensation provided hereunder shall be Customer's sole and exclusive remedy for any Service Outage or any failure to meet the Deliverables.

- 5.3. If Environment Downtime is to occur for more than 72 hours in the aggregate in any calendar month, Customer may give written notice of Customer's intent to terminate this SLA and any connections or other Services, in which termination will take effect after 30 days.

EXHIBIT C
SERVICE LEVEL AGREEMENT
IP TRANSIT SERVICES

This Service Level Agreement - IP Transit Services (“SLA”) is issued in accordance with the Master Services Agreement (the “Agreement”) between VPLS, Inc. (hereinafter referred to as “Company”), and Customer. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. This SLA sets forth the IP transit, peering and level 2 services (such services are collectively referred to as “Transit Services” or “IP Transit Services”) for the purposes of this SLA) to be provided by Company to Customer and the Service Levels in accordance with which such services will be provided. For Customer’s claims related to Service deficiencies, interruptions or failures, Customer’s exclusive remedies are limited to those set forth in the General Services SLA and this SLA.

1. **General.** In this SLA, the following terms have the following meanings:

- 1.1. “Availability” means all the time in any calendar month less Scheduled Downtime and Excused Outages.
- 1.2. “Business Day” means every day excluding Saturdays and Sundays and national holidays in the United States.
- 1.3. “CDR” or “CIR” (Committed Data/Information Rate) means the data throughput rate selected by Customer in the Signed Order Form and provided as part of Services.
- 1.4. “Network” means the physical connection between the equipment provided by Customer (e.g., Customer’s dedicated, cloud or collocated servers) and either (i) the Internet or (ii) private networks maintained and operated by Customer or Customer’s agents. The Network may include a permanently connected internet access circuit and/or Company’s switch/router nodes.
- 1.5. “Network Availability” means and refers to the availability of the Network, which refers to all the time in any calendar month less Scheduled Downtime and Excused Outages.
- 1.6. “Network Downtime” means any interruption of Network Availability, other than interruptions due to:
 - a) The failure of a Third-Party System or equipment that is not fully owned and managed by Company, including circuits or links between Company’s routing equipment and routing equipment owned and maintained by other carriers;
 - b) Scheduled maintenance performed at Company’s initiative;
 - c) Maintenance or Service interruptions requested by Customer;
 - d) Customer’s acts or failure to act in a timely and/or proper manner when notified to do so by Company (including, without limitation, Customer’s failure to permit entry by Company or make facilities or components available to Company for testing or repair; or otherwise to comply with Company’s instructions and service requirements); or
 - e) The transmission of data at a rate more than the CDR or the requested burstable port the Customer is on.
- 1.8. “Scheduled Downtime” shall mean any time when the SLA Covered Services are unavailable because of (i) Service Change; (ii) Urgent Maintenance Activities, and/or (iii) any other scheduled maintenances or upgrade activities that may or may not be periodic, and that may be notified to the Customer at least 24 hours in advance.
- 1.9. “Service Outage” shall mean any Network Downtime; provided, however, that Service Outage shall not include any Excused Outages.
- 1.10. “Transit Services” shall have the meaning ascribed thereto in first paragraph of this SLA (as further modified or described in Section 2.1 hereof).

2. **Applicability; General Limitations.** This SLA only applies to the Transit Services to the extent that they are provided by means of systems and equipment that are either owned or operated by or on behalf of Company. Company shall not be liable to pay compensation under this SLA where its failure to meet any of its obligations under this SLA is caused by Extenuating Circumstances as described in Section 1.1(d) of the General SLA above, or by any third party acting on Customer's behalf.

3. **Credits and Related Matters.**

3.1 Credits and/or other compensation under this SLA for Transit Services shall only be payable as specified in Sections 1.3, 1.5 and 1.6 of the General SLA:

3.2 In order to receive credits, Customer must submit a trouble ticket within 48 hours of the Service Outage or Service Unavailability. Customer's failure to notify Company within the period stated above shall result in Customer's waiver of its right to receive any such credit and/or other compensation.

3.3 Subject to all other applicable limitations and conditions set forth in the Agreement and this SLA, the maximum monthly credit and/or compensation available under this SLA for Transit Services is limited as defined by Section 1.5 of the General SLA. Credit and/or other compensation provided hereunder shall be Customer's sole and exclusive remedy for any Service Outage or any failure to meet the Deliverables.

4. **Provision of Transit Services.**

4.1 Company will provide Customer with one or more of the following for the six-month, one-year, two-year or month-to-month term set forth in the Signed Order Form: wholesale Internet bandwidth (IP transit services); voluntary interconnection of administratively separate Internet networks for the purpose of exchanging traffic between such networks (peering services); and/or private links that enable point to point transfer of raw data (layer 2 services) (collectively "Transit Services" or "IP Transit Services"), in accordance with and subject to the terms and conditions contained herein.

4.2 Company will use commercially reasonable efforts to provide Transit Services by the service commencement date set out in the Signed Order Form.

4.3 Company will charge, and Customer shall be obligated to pay, the fees for the Transit Services set forth on the Signed Order Form.

5. **Services Levels for Network Availability.**

5.1 Company guarantees an overall Network Availability of 100%.

5.2 If Customer requests a credit for Network Downtime, and such request is validated by Company, Company shall credit Customer in accordance with the provisions hereunder:

a) If in one calendar month a Customer experiences Network Downtime that is not the result of a Third Party System, faulty equipment within the Customer's cabinet or cage or any form of negligence on the Customer's part, at Customer's request Customer will receive a credit as outlined in Sections 1.3, 1.5 and 1.6 of the General SLA. For the purpose of determining the amount of any credit, Network Downtime will be deemed to commence when the Network outage is reported on Company's monitoring system. An alert system notifies Company support staff immediately when any Network Downtime is reported on the monitoring system and a trouble ticket will be opened within 5 minutes of Company's discovery of Network Downtime if it has not yet been reported by Customer.

b) If there is Network Downtime, the maximum monthly credit and/or compensation under this SLA for Network Downtime is limited as defined by Section 1.5 of the General SLA. Credit and/or other compensation provided hereunder shall be Customer's sole and exclusive remedy for any Service Outage or any failure to meet the Deliverables.

c) If there is any Network Downtime in the aggregate in any calendar month that exceeds our Network Availability commit rate in Section 5.1., Customer may give written notice of Customer's intent to terminate this SLA and any connections or other Services, which termination will take effect after 30 days.

6. Packet Loss Rate. If the Data Center facility is located in a foreign jurisdiction (e.g., in Asia and/or Europe), Company will not provide the guarantees listed below with respect to Packet Loss Rate.

6.1 The rate of packet loss on all links across the Network will be less than 0.1% (one packet in one thousand) (the “Permissible Packet Loss Rate”).

6.2 At the end of each month Company will calculate the average packet loss of the Network during that month, as measured by the packet loss between each pair of access routers in the Network averaged over all such pairs. In no case will tests performed by Customers be recognized by Company as valid, measurable criteria for determining whether the rate of packet loss exceeded the Permissible Packet Loss Rate.

6.3 Packet loss within the Network caused by congestion of Customer’s access link or by traffic demand in excess of Customer’s committed CDR/CIR will not give rise to any compensation payments and/or credits.

6.4 If the rate of packet loss exceeds the Permissible Packet Loss Rate but is less than 0.2% in any month, at Customer’s request Company will credit Customer’s account in the amount of the prorated fee for the provision of one (1) day of Transit Services.

6.5 If the rate of packet loss exceeds 0.2% but is less than 0.5% in any month, at Customer’s request Company will credit Customer’s account in the amount of the prorated fee for the provision of five (5) days of Transit Services.

6.6 If the rate of packet loss exceeds 0.5%, at Customer’s request Company will credit Customer’s account in the amount of the prorated fee for one (1) month’s worth of Transit Services.

7. Latency. If the Data Center facility is located in a foreign jurisdiction (e.g., Asia and/or Europe), Company will not provide the guarantees listed below with respect to the Latency on links within the Company’s Network

7.1 The latency on all links within Company’s Network will be less than 10 milliseconds within California, less than 35 milliseconds between California and Chicago, and less than 69 milliseconds between California and Ashburn, VA.

7.2 Latency within the Network caused by congestion of Customer’s access link or by traffic demand in excess of Customer’s committed CDR will not give rise to any compensation payments and/or credits.

7.3 If latency exceeds those figures outlined in 7.1. within any month for a period of over one (1) hour but is less than two (2) hours, and Company confirms such latency statistics, upon Customer’s request Company will credit Customer’s account in the amount of the prorated fee for the provision of one day of Transit Services.

7.4 If latency exceeds those figures outlined in 7.1. within any month for a period of over two (2) hours but is less than five (5) hours, and Company confirms such latency statistics, upon Customer’s request Company will credit Customer’s account in the amount of the prorated fee for the provision of five (5) days of Transit Services.

7.5 If latency exceeds those figures outlined in 5.1. within any month for a period of over five (5) hours, and Company confirms such latency statistics, upon Customer’s request Company will credit Customer’s account in the amount of the prorated fee for one month’s worth of Transit Services.

8. Faults / Response Time Agreements

8.1 Company shall monitor the connection to the Internet 24 hours a day, 365 days per year.

8.2 Customer can contact Company 24x7 via email or via telephone at 888 365 2656. A member of the technical support team will contact Customer within 15 minutes providing the identity of the person assigned to resolve the ticket and any status information that has been gathered.

8.3 Emergency tickets, such as packet loss and routing issues take priority over all other network related tickets and are escalated for immediate resolution. Due to the variety of causes for packet loss and routing issues, resolution and repair times can and will vary.

8.4 Customer's circuit will be monitored 24x7 by an automated system, which will notify Company's technical team of any irregularities. Customer is solely responsible for providing Company with accurate and current contact information for Customer's designated points of contact.

9. Network Maintenance.

9.1 Company may suspend Services (including without limitation, any and all Transit Services) to carry out periodic maintenance or upgrade work on the Network ("Scheduled Downtime" or "Planned Downtime").

9.2 Except in the case of an emergency and other than in the case of any Scheduled Downtime, Company will provide Customer with notice of any suspension of Services. If Company fails to provide the appropriate notice, at Customer's request, Customer will be entitled to a credit to Customer's account in the amount of the prorated fee for the provision of one (1) day of Transit Services.

9.3 Company will endeavor not to suspend the Services for planned maintenance or upgrade work more than 12 times in any calendar year and at Customer's request, Customer will receive a credit to Customer's account in the amount of the prorated fee for the provision of one (1) day of Transit Services for each additional service suspension for such work. Company will endeavor to ensure that interruption of service does not exceed a total of 12 hours in any calendar year and at Customer's request, Customer will receive a credit to Customer's account in the amount of the prorated fee for the provision of one day of Services for each additional hour of service suspension for such work.

9.4 The standard for the Company maintenance window for planned outages is between 10:00 p.m. and 1:00 a.m., local time for the node location in question. Company will endeavor to accommodate Customer's requirements in terms of outage times; however, depending on the circumstances this may not always be possible. Outage times will be quoted in Pacific Standard Time or Daylight Time to prevent mistakes being made over the various time zones.

10. Reporting. Company will provide Customer with near real-time performance and status reports regarding Availability, transmission volume and utilization of Customer's ports, and Network performance and status via graphs (as provided by Company).

EXHIBIT D
SERVICE LEVEL AGREEMENT
CLOUD SERVICES / CLOUD BACKUP
AND REPLICATION SERVICES

This Service Level Agreement (“SLA”) applies to the Cloud Services (“Cloud”) and Cloud Backup and Replication (“Cloud Backup”) (collectively referred to as “SLA Covered Services”) provided by VPLS, Inc. (herein referred to as “Company” or “Provider”), to Customer and does not apply to Third Parties including Customer End Users. This SLA applies to Signed Order Forms with contracted terms and not month-to-month Signed Order forms. This SLA is subject to, and hereby incorporates by reference; the terms and conditions as outlined in the Master Service Agreement and other SLAs set out in each service order between Provider and the Customer.

1) DEFINITIONS

In this SLA, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**SLA Covered Services Unavailability**” shall mean any time when the SLA Covered Services are unavailable to the Customer but does not include Planned or Scheduled Downtimes and times when the SLA Covered Services are unavailable or otherwise affected by Extenuating Circumstances.

“**Scheduled or Planned Downtime**” shall mean any time when the SLA Covered Services are unavailable because of (i) Service Change; (ii) Urgent Maintenance Activities, and/or (iii) any other scheduled maintenances or upgrade activities that may or may not be periodic, and that may be notified to the Customer at least 24 hours in advance.

“**Point of Demarcation**” shall mean the physical point at which the Provider Network ends, and the private network of the Customer begins.

“**Urgent Maintenance Activities**” shall mean maintenance activities required by applications or systems that cannot, in the Company’s sole and reasonable discretion, be postponed until the next regular, available or convenient maintenance. This may include but are not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring storage allocation, reloading data, and making DNS or firewall changes to close security holes. The Company is not obliged to but shall use its best effort to serve advance notice in connection with the Urgent Maintenance Activities to the Customer. It is agreed that if it is not possible under such circumstance, the Company may undertake the Urgent Maintenance Activities without advance notice to the Customers.

“**Service Change**” shall mean any change in the SLA Covered Services infrastructure or in the manner they are provided.

“**Company Network**” shall mean the physical communications infrastructure and supporting hardware, software and firmware owned, managed or operated by the Company and providing the related Company’s service(s) to the Customer’s Point of Demarcation(s). This shall not include the Customer’s equipment, telephone circuits provided by telephone companies or other common carriers, any external Internet Service Provider or an Internet exchange point or any network equipment not owned or controlled by or on behalf of the Company.

“**Company’s support ticketing system**” shall mean the customer’s support emails or support ticketing systems for the Company or its Affiliates.

2) PARAMETERS AND CREDITS

2.1 Network Monitoring and Maintenance

All Company Network and Infrastructure parameters are monitored by Provider 24 hours a day, 7 days per week. Provider will inform Customer of all scheduled maintenance which could reasonably be expected to cause significant degradation in the Company Network or Infrastructure at least one (1) day prior to the planned maintenance, provided Customer maintains current and accurate contact information with Provider. In the event of an emergency maintenance a one (1) hour notice will be provided.

2.2 Cloud Services

Company Cloud Services platform consists of host computer nodes, local disk storage appliances, SAN storage devices

and network connectivity. Company Cloud Services cover all Cloud Servers, Cloud Pool and Cloud Backup service plans which are covered by 100 % Service Level Agreements for availability. Cloud Backup includes Nimble Storage Replication as a Service, Managed Cloud Backup, Veeam Cloud Connect, and Cloud Replication with Zerto. Availability is defined as access to the service and not the accuracy of the data stored. In the event the Cloud Services does not meet the Service Level Agreement, the Customer shall be entitled to the following service credit and/or compensation:

3.3 Support Service Response Time

Average response time for feedback to the Customer after the Customer contacts the Provider via Provider support ticketing system / Month) (hereinafter referred to as the “Mean Time to Response per Month”)

Mean Time to Response per Month	Days of Service added to the end of the Service term (or monetary credit equal to the value of days of service for monthly post-pay billing customers), at no charge to Customer
≥ 240 Minutes	3 Days

It is agreed that in no event shall the maximum compensation per month prescribed in this Clause exceed 50% of the service fee for the SLA Covered Services and/or in no event shall the aggregate maximum number of service credit described here above exceed fifteen days.

3.4 Cloud Backup Restore and Disaster Recovery as a Service

Provider offers Customers two types of restore services, **Cloud Backup Restore** which is not covered by this SLA’s Response Time Commitment and is considered to be “Best Effort” and **Disaster Recovery as a Service (DRaaS)** which is covered by this SLA’s Response Time Commitment.

“**Best Effort**” **Cloud Backup Restore** means the Customer has not pre-purchased resource reservation for vCPU and Memory from Provider on a monthly basis. When the Customer calls in to activate the Disaster Recovery Plan (DRP) if one is in place, Provider cannot guarantee when the virtual machines will be able to be brought up online due to but not limited to

- i. the size of the data
- ii. the availability of resources
- iii. the number of virtual machines that needs to be restored

When the DRP is activated for “Best Effort” Customers the following service rates apply along with a one-time service fee per instance for activating DR of \$1,500.00.

Resource	Unit	Cost (USD) per hour
1 vCPU	Per-vCPU-hour	0.1644
1GB Memory	GB-hour	0.1233
1GB Bronze Storage	GB-hour	0.0008
1GB Silver Storage	GB-hour	0.0016
1GB Gold Storage	GB-hour	0.0033
1GB Platinum Storage	GB-hour	0.0066
1GB Bandwidth	GB	0.06

DRaaS Customers are defined as Customers that are paying a reservation fee each month for vCPU and Memory resources that will be utilized over a period of one month should the customer need to activate DR for that month or billing period whichever is longer for no additional charge. If the DRP is still activated after the initial “free” period, the Customer will be billed a reduced rate per hour for resources consumed. The reservation fee guarantees the following Service Level Agreement for recovery. The response time is counted from the time the Customer calls into Provider Technical Assistance Center and activates the DRP. The DRP will include a prioritized list of VM’s the Customer wishes to spin up.

DRaaS Customers also receive two DR tests per calendar year. One of the two tests will include up to five (5) VM’s while the second test can include all VM’s protected by DRaaS. Customers may activate the DRP one time per month before incurring a per DR activation fee of \$1,500.00.

Service Type	Recovery Time
Nimble Storage Replication as a Service	30 minutes per VM restoring into VMware vCenter 60 minutes per VM restoring into VMware vCloud Director
Managed Cloud Backup	60 minutes per 100GB of data
Veeam Cloud Connect – Backup	60 minutes per 100GB of data
Veeam Cloud Connect – Replication	30 minutes per VM
Cloud Replication with Zerto	15 minutes per VM or Virtual Protection Group

DRaaS Reduced Service Rates

Resource	Unit	Cost (USD)
1 vCPU	Per-vCPU-hour	0.0274
1GB Memory	GB-hour	0.0205
1GB Bronze Storage	GB-hour	0.0001
1GB Silver Storage	GB-hour	0.0003
1GB Gold Storage	GB-hour	0.0005
1GB Platinum Storage	GB-hour	0.0011
1GB Bandwidth	GB	0.01

4) DEDICATED SERVER HARDWARE RENTAL & REPLACEMENT

If Customer purchases the Dedicated Server Hardware Rental & Replacement, Company will replace any affected server or component within four (4) business hours of diagnosing the problem and receiving confirmation from the Customer to power down the server for maintenance. All communication must be in written format through Provider support ticketing system. Provider will issue a credit as specified in Section 1.5 of the General SLA for each hour (60 minutes) of additional downtime. In the event adequate hardware cannot be procured, a comparable hardware upgrade will be offered in which case no credit will be issued. Provider releases all liability related to customer's data

IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND OR CHARACTER HOWEVER CAUSED INCLUDING, PROVIDER OWN NEGLIGENCE (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION, LOST PROFITS, INCIDENTAL, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR HARDWARE FAILURE), REGARDLESS OF THE FORM OF ACTION.

5) CUSTOMER'S OWN OBLIGATION

The Customer is responsible for not allowing any circumvention or other interference with all reasonable security precautions relating to the SLA Covered Services. The Customer shall provide the Company with advance notice of any change in configuration that could interfere with the SLA Covered Services.

When the Customer experiences the SLA Covered Services Unavailability and the Customer believes that the fault and/or such failure is not in or due to its own network, Internet service provider, or other system host, then the Customer must report to the Company within 4 hours of its occurrence, so that the Provider can discuss the issue with the Customer and try to resolve this SLA Covered Services Unavailability immediately.

The Company shall not be responsible for any damages arising from the Customer's failure to provide the Company with advance notice of any change in configuration that could interfere with the SLA Covered Service and for any damages arising from the Customer's failure to report to the Provider within 4 hours of any occurrence of the SLA Covered Services Unavailability that the Customer believes that such fault and/or failure is not in or due to its own network, Internet service provider, or other system host as mentioned in the afore paragraphs.

The Customer shall: (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**"); (b) provide, access to Customer's premises, and such

office accommodation and other facilities as may reasonably be requested by Company for the purposes of performing the Services; (c) respond promptly to any Company request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Company to perform Services in accordance with the requirements of this Agreement; (d) provide such information as Company may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, to the extent that such licenses, consents and Law relate to Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start; and (f) keep and maintain the Company Equipment in good condition, and shall not dispose of or use Company Equipment other than in accordance with Provider's written instructions or authorization.

6) CREDIT APPROVAL PROCESS

As a condition to Customer's rights under this SLA, Customer shall deliver notice to Company within four (4) hours of the occurrence of any SLA Covered Services Unavailability following the procedure below:

- a. The Customer identified as the "account owner" must report an Outage Claim in Provider's support ticketing system with IP address, date and time, error messages, logs, trace routes or MTR report from multiple sources and a full description of the interruption for each affected service. Incomplete or duplicate reports will automatically be closed with no credits issued.
- b. Outage Claim must be reported within four (4) hours of the occurrence. If Customer does not deliver the Outage Claim in the time period specified above and for each affected service, Customer shall not be entitled to any credits hereunder for the applicable failure.
- c. Company will review the Outage Claim against active maintenances from third party service providers or Master Landlord.
- d. Customer agrees to pay all invoices while the Outage Claim is under review
- e. The maximum credits available for SLA Covered Services under this SLA is limited as provided in Section 1.5 of the General SLA. Notwithstanding anything to the contrary in this SLA, the credits shall be the sole remedy to Customer.

Notwithstanding anything to the contrary herein and subject to Section 1.3 of the General SLA, Customer shall not be entitled to any credits hereunder if Network, IP Transmit, Power or Infrastructure failures or issues or SLA Covered Services of any kind are caused by

- Customer's on-premises equipment and Point of Demarcation (whether or not provided by Company);
- Interconnections between Company's network and any third-party Provider Network such as third-party service providers performing maintenances, enhancements, updates;
- Company network and infrastructure maintenance, Scheduled Downtime, Urgent Maintenance Activities;
- Casualty;
- Any Customer who violates our Master Service Agreement (MSA) or Acceptable Use Policy (AUP); or
- Customer's local access to the Internet

EXHIBIT E
SERVICE LEVEL AGREEMENT
MANAGED SERVICES

This Managed Services - Service Level Agreement (“SLA”) applies to Desktop, Server, Network, Firewall, and Security Monitoring services provided by VPLS, Inc. (herein referred to as “Provider” or “Company”), to Customer and does not apply to Third Parties including Customer End Users. This SLA applies to Signed Order Forms with **contracted terms** and not month-to-month Signed Order Forms. This SLA is subject to, and hereby incorporates by reference; the terms and conditions as outlined in the Master Service Agreement set out in each service order between Provider and the Customer.

1) DEFINITIONS

In this SLA, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**SLA Covered Services Unavailability**” shall mean any time when the SLA Covered Services are unavailable to the Customer, but does not include Scheduled Downtimes or Planned Downtimes and times when the SLA Covered Services are unavailable or otherwise affected by Extenuating Circumstances.

“**Business Hours**” will mean **Monday through Friday 8:00 am to 6:00pm Pacific Standard Time** excluding Federal holidays.

“**On Call Support**” will mean support outside of regular business hours, including weekends and holidays with response to Critical Issues being within 2 hours.

“**Planned Downtime**” shall mean any time when the SLA Covered Services are unavailable because of (i) Service Change; (ii) Urgent Maintenance Activities, and/or (iii) any other scheduled maintenances or upgrade activities that may or may not be periodic, and that may be notified to the Customer at least 24 hours in advance.

“**Urgent Maintenance Activities**” shall mean maintenance activities required by applications or systems that cannot, in the Company’s sole and reasonable discretion, be postponed until the next regular, available or convenient maintenance. This may include but are not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring storage allocation, reloading data, and making DNS or firewall changes to close security holes. The Company is not obliged to but shall use its best effort to serve advance notice in connection with the Urgent Maintenance Activities to the Customer. It is agreed that if it is not possible under such circumstance, the Company may undertake the Urgent Maintenance Activities without advance notice to the Customers.

“**Provider support ticketing system**” shall mean the customer support emails or support ticketing systems for the Company or its Affiliates.

“**Severity/Priority Levels**”

Company will assign the following Severity / Priority levels to a ticket submitted. Phone calls will be logged into a ticket and assigned a Severity / Priority accordingly.

Priority 1 (P1) - “Urgent/Critical” service request/trouble ticket has a major business impact affecting multiple users and one or more of the following characteristics:

- Access to Customer’s network or systems is not available to multiple end-users
- Critical Systems are not available to multiple end-users
- Normal business operations cannot be conducted.
- The incident cannot be circumvented

Priority 2 (P2) - “High” service request/trouble ticket has one or more of the following characteristics:

- The incident has substantial business impact.
- Normal business operations are severely impeded.
- The application/system functions, but usability is severely limited for multiple end-users.
- The application/system has experienced continual or repeated incidents.

Priority 3 (P3) - “Medium” service request/trouble ticket has one or more of the following characteristics:

- The incident has limited business impact.
- Normal business operations are minimally impeded.
- The end-user can run the application but has lost some functionality.
- The incident is not continual or repeated.

Priority 4 (P4) - “Low” service request/trouble ticket has one or more of the following characteristics:

- The incident has no business impact.
- Normal business operations are not impeded.
- The end-user can run the application.
- The request is an end-user inquiry only.
- Long term projects or task assignments

Priority 5 (P5) - “No SLA” is a background or planned task and will be addressed when time permits or on the scheduled date

2) SERVICE LEVEL AGREEMENTS FOR MANAGED SERVICES

Service Level Category	Service Level
<ul style="list-style-type: none"> • Managed Desktop • Managed Virtual Desktop • Managed Server • Managed Network • Managed Firewall • Managed Anti-Virus • Managed SIEM • SOC-as-a-Service 	<ul style="list-style-type: none"> • P1 – Response within 1 hour • P2 – Response within 4 hours • P3 – Response within 8 hours • P4 – Response within 24 hours • P5 – No SLA

In the event of an occurrence that falls outside the scope of these service offerings, or a physical visit by a support representative of Company is required, a regular hourly fee of \$165.00 will be charged per man hour and minimum 2-hour charge during Regular Business Hours. An extended hourly fee of \$250.00 will be charged per man hour for After-Hours (after 6:00 M-F), weekend (12:00 am Sat – 8:00 am Mon) or holiday support. Drive time will be billed in half-hour increments at the rate specified previously for locations outside of a 50-mile geographical radius from closest company listed offices or data center listed on the Signed Order Form.

3) SCOPE OF SERVICES

- a. Systems Administration: Active Directory, User & Policy Management. Company shall provide Customer with: maintenance of user accounts, properties, groups, containers, and memberships; maintenance and enforcement of Active Directory based login policies, accounts policy, screensavers, desktop look & feel, program access, application installation & usage permissions, and Windows system settings access; any other Active Directory (“AD”) related maintenance tasks.
- b. Systems Administration: Policy Enforcement. Company will maintain and enforce login policies, account policies, screensavers, desktop look & feel, program access, application installation & usage permissions, Windows system settings access, and all other GPO-based policies.
- c. Systems Administration: Email Administration. Company will maintain and support on-premise Exchange, Office 365 and Google Apps.
- d. Systems Administration: File & Permissions. Company will maintain file shares, user and group file and print permissions and DFS/replication.
- e. Systems Administration: Additional Server Roles & Services. Company will manage and maintain all other Windows Server role configurations, including those for IIS, DHCP, DNS, NPAS, FTP, Terminal Services, and other services provided natively by Windows Server.
- f. Systems Administration: System Troubleshooting. Company shall discover and repair Windows Server OS problems as required
- g. Systems Administration: Major System Outage Recovery. In the event of a Major Outage, Company will provide to Customer labor related to the reparation of a failed Server to a stable, usable state, upon the condition that the Customer has reliable, restorable backup copies of data and of the Server itself. Failure to provide a valid backup may result in the inability to restore data and may result in additional charges at the standard rate for non-standard recovery procedures.
- h. Systems Administration: Backup Maintenance. Company shall reactively investigate and repair backup software issues if the backup application is able to provide backup status notifications. Company will monitor and remediate issues with backup jobs failing if escalated by the Customer. Customer will continue to configure and maintain backup jobs for new and existing Virtual Machines or Servers.
- i. Systems Administration: Server Capacity Monitoring & Remediation: Company will monitor key performance metrics to detect issues on Servers and will attempt to automatically remediate such issues before they become user impacting.

- j. Systems Administration: Company will configure new SSL VPN users on the FortiGate Firewalls and delete any terminated employees.
- k. Network Engineering: 24x7 Monitoring – Provider will remotely monitor key network metrics and proactively identify potential failures before disruptions to critical operations occur. Provider’s network monitoring tools will monitor up/down/unreachable notification, latency, graph traffic for historical trend analysis per switch/router port, CPU, Memory performance metrics, temperature, fan speed, power supply status, and more.
- l. Network Engineering: Router and Switch Management – Provider will manage switch and router configuration and perform quarterly configuration audits.
- m. Network Engineering: Telco Support and Vendor Management – Provider will escalate circuit down issues to telecom or Internet Service Provider (if access is granted). When any issues arise with the hardware, Provider will contact respective parties to troubleshoot, resolve or provide an alternative solution.
- n. Network Engineering: Firmware Management – Provider will provide quarterly firmware patching cycle.
- o. Network Engineering: Switch, Router, Firewall Policy Management – Provider will manage and maintain switch and router authentication, security, and network policies and routine perform quarterly policy audits
- p. Network Engineering: Asset Lifecycle Management – Provider will handle life-cycle management including planning, design, acquisition, inventory tracking, management of licenses, service and support contracts.
- q. Network Engineering: Firewall VPLS/Provider Monitoring and Configuration - Provider will monitor remote endpoints for any site to site VPN tunnel to ensure tunnel connectivity. Provider will configure and manage site to site or Customer-based VPN configurations.
- r. Network Engineering: Firewall IPS Management – Provider will configure and manage IPS policies and rules.
- s. Network Engineering: Security Event Log Analysis – Provider will monitor firewall event log for brute force attacks, scanning, intrusions and alarms.
- t. Network Engineering: Wireless Configuration Management - Provider will provide configuration changes such as adding new wireless network, quality of service settings, network settings such as DHCP, NTP, DNS, certificates, and access control lists.
- u. Network Engineering: Wireless Scheduled Access Point Firmware Management – Provider will routinely update Wireless Access Point Controller and Access Points on a semi-annual basis. Only Cloud and Light Weight Access Points will be updated. Standalone Access Points are not covered.
- v. Network Engineering: Wireless Channel and Radio Management - Provider will periodically tune and set power, channel and radios settings for optimal performance based on Customer’s feedback on performance. A routine site survey should be performed although this is not covered under the Scope of Services.
- w. Network Engineering: Provider will provide Network Engineering resources for all Change Requests. Networking Engineering Change Requests must be scheduled in advance with at least 48 hours’ notice.
- x. Project-Based Services: All work not defined above will be scoped out in a new fixed price Scope of Work for Professional Services. For example, Project-Based Services can be for:
 - Implementing new Wireless access points
 - Installation of new server compute resources or additional storage arrays
 - Upgrading hypervisor hosts to latest Windows version with extended After-Hours work
- y. Provider will support any hardware and software with current and active manufacturer’s support.

4) SLA CREDITS

Upon any failure with respect to the Managed Services SLA, Company will provide a 10% credit to the Customer’s account. It is agreed that in no event shall the maximum compensation per month prescribed in this Clause exceed 50 % of the service fee for the SLA Covered Services and/or in no event shall the aggregate maximum number of service credit described here above exceed fifteen days.

5) CUSTOMER’S OWN OBLIGATION

The Customer is responsible for not allowing any circumvention or other interference with all reasonable security precautions relating to the SLA Covered Services. The Customer shall provide the Company with advance notice of any change in configuration that could interfere with the SLA Covered Services.

When the Customer experiences the SLA Covered Services Unavailability and the Customer believes that the fault and/or such failure is not in or due to its own network, Internet service provider, or other system host, then the Customer must report to the Company within 4 hours of its occurrence, so that the Provider can discuss the issue with the Customer and try to resolve the SLA Covered Services Unavailability immediately.

The Company shall not be responsible for any damages arising from the Customer’s failure to provide the Provider with advance notice of any change in configuration that could interfere with the SLA Covered Service and for any damages arising from the Customer’s failure to report to the Company within 4 hours of any occurrence of the SLA Covered Services Unavailability that the

Customer believes that such fault and/or failure is not in or due to its own network, Internet service provider, or other system host as mentioned in the afore paragraphs.

The Customer shall: (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**"); (b) provide, access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Company for the purposes of performing the Services; (c) respond promptly to any Company request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Company to perform Services in accordance with the requirements of this Agreement; (d) provide such information as Company may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, to the extent that such licenses, consents and Law relate to Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start; and (f) keep and maintain the Company Equipment in good condition, and shall not dispose of or use Company Equipment other than in accordance with Company's written instructions or authorization.

6) CREDIT APPROVAL PROCESS

As a condition to Customer's rights under this SLA, Customer shall deliver notice to Company within four (4) hours of the occurrence of any SLA Covered Services Unavailability following the procedure below:

- a. The Customer identified as the "account owner" must report an Outage Claim in Company's support ticketing system with IP address, date and time, error messages, logs, trace routes or MTR report from multiple sources and a full description of the interruption for each affected service. Incomplete or duplicate reports will automatically be closed with no credits issued.
- b. Outage Claim must be reported within four (4) hours of the occurrence. If Customer does not deliver the Outage Claim in the time period specified above and for each affected service, Customer shall not be entitled to any credits hereunder for the applicable failure.
- c. Company will review the Outage Claim against active maintenances from third party service providers or Master Landlord.
- d. Customer agrees to pay all invoices while the Outage Claim is under review
- e. The maximum credits available for SLA Covered Services under this SLA is limited as provided in Section 1.5 of the General SLA. Notwithstanding anything to the contrary in this SLA, the credits shall be the sole remedy to Customer.

Notwithstanding anything to the contrary herein and subject to Section 1.3 of the General SLA above, Customer shall not be entitled to any credits hereunder if Network or Infrastructure failures or SLA Covered Services Unavailability issues of any kind are caused by:

- Customer's on-premises equipment and Point of Demarcation (whether or not provided by Company);
- Interconnections between Company's network and any third-party Provider Network such as third-party service providers performing maintenances, enhancements, updates;
- Company network and infrastructure maintenance, Scheduled Downtime, Urgent Maintenance Activities;
- Casualty;
- Any Customer who violates our Master Service Agreement (MSA) or Acceptable Use Policy (AUP); or
- Customer's local access to the Internet

7) NATURE OF THIS SLA

This SLA is intended to cover the maintenance of computer operating systems and software only. It is not intended to cover any hardware, materials, equipment, consumables, hardware failures, troubleshooting or replacements, or any labor related to projects other than the proper maintenance of operating systems and software. Provider offers other services, including hardware-related labor. Any labor provided outside the scope of this SLA will be charged at a customer agreed upon rate in a separate Signed Service Order.

EXHIBIT F ACCEPTABLE USE POLICY

VPLS, INC. and its Affiliates (collectively, "Company") creates this Acceptable Use Policy ("AUP") to provide its customers and users a clear understanding of the responsible use of Company's networks, systems, services, websites and products (collectively "Services"). By using Company's Services, customers and users consent to be bound by the terms of this AUP.

Affiliates:

- EvoDC, LLC.
- SWITCH & DATA CA TWO, LLC.
- Evocative – Cyberverse, LLC.
- EVODC Garland, LLC.
- Evocative, Inc.
- Fiber Internet Center, LLC.
- Cyberverse, Inc.
- Krypt Technologies, DBA VPLS, Inc.
- VPLS Solutions, LLC.
- ZR Systems Group LLC
- EVODC Raymond LLC
- EVODC McKinney Data Center, LLC
- VPLS Chappaqua, LLC

Company's AUP applies to all of its (and Affiliate's) customers and users. Such users include (a) those who have access to some of the Services but do not have accounts, and (b) those who pay a service fee to subscribe to the Services.

Company reserves the right in its sole discretion to remove any content for any reason, including but not limited to, your violation of any laws or the terms and conditions of this AUP. Your violation of this AUP may result in the suspension or immediate termination of either your account or other actions as detailed below.

The AUP below describes certain actions relating to the content and operation of the Website which Company considers to be inappropriate and thus prohibited. The examples identified in this list are provided as examples only for your guidance. If you are unsure whether any contemplated use or action is permitted, please contact the Company.

Actions which Company considers inappropriate and grounds for removal of offending material or termination of access to the Website include, but are not limited to, the following:

- Using Services to sell any goods or services that are unlawful in the location at which the content is posted or received, or the goods or services delivered;
- Using Services to post any content that is obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable;
- Using Services to harm, or attempt to harm, minors in any way, including, but not limited to child pornography;
- Using Services to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property;
- Using Services to post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information, or assistance in causing or carrying out such violence;
- Using Services to post any content that holds Company, its employees or owners up to public scorn or ridicule or would in any way damage or impair Company's reputation or goodwill;
- Using Services to post any content that violates any copyrights, patents, trademarks, trade secrets, or other intellectual property rights of others;
- Failing to obtain all required permissions when using Services to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws including copyright and patent laws;

- Deleting or altering author attributes, copyright notices, or other copyright management information, unless expressly permitted in writing by the author or owner;
- Adding, removing or modifying identifying network header information in an effort to deceive or mislead;
- Attempting to impersonate any person by using forged headers or other identifying information (the use of anonymous remailers or nicknames does not constitute impersonation);
- Using Services to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters;”
- Using Services in a tortious manner, including the posting of libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress;
- Introducing viruses, worms, Trojan horses, malware or other harmful code on the Internet;
- Using Services to transmit any unsolicited commercial or unsolicited bulk e-mail. Violations of this type will result in the immediate termination of the offending account;
- Using the Services for any kind of IRC (Internet Relay Chat) on Company’s servers;
- Using Services for any activity which affects the ability of other people or systems to use Services or the Internet (this includes “denial of service” attacks against another network host or individual user); or
- Using Services to hack, breach, or test the vulnerability of user authentication or security of any software or hardware without express authorization of the owner.

In using the Company’s services, User must comply with all applicable requirements of the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act and the Telephone Consumer Protection Act. Under no circumstances may any Company Services be utilized to transmit or distribute unsolicited bulk email (“UBE” or “spam”). Likewise, the sending of UBE from another service provider advertising a website, email address, services, or utilizing any resources hosted on any Company network or server is prohibited. User must maintain an abuse role account email address, i.e. “abuse@domain.com” This address should be exempt from spam filtering and will be used as the Company’s point of contact for communicating violations of this paragraph.

User Acknowledges that not all of the Company’s Products and Services are designed to comply with the Health Insurance Portability and Privacy Act of 1996 (“HIPAA”), security standards; User shall not, without the prior written consent of Company and execution of Company’s HIPAA Addendum to Master Services Agreement, use any Products or Services to create, maintain, receive, transport or store any protected health information, as defined in 45 C.F.R. §164.501 (“PHI”), and; User shall use only those Products and/or Services that have been designated by Company as “HIPAA Compliant” to create, maintain, receive, transport or store any PHI.

Company will provide Colocation Services that meet Payment Card Industry (PCI) mandated physical security requirements with controls such as: Access Control Lists, Visitor Log audits, and video surveillance.

Company takes no responsibility for any material created or accessible on any website, e-mail transmission, newsgroups, or other material created or accessible over or through the Services. Company is not obligated to monitor or exercise any editorial control over such material but reserves the right to do so. In the event that Company becomes aware that any such material may violate this AUP and/or expose Company to civil or criminal liability, Company reserves the right to block access to such material and suspend or terminate any customer or user creating, storing or disseminating such material. Company further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the customer or user that Company deems responsible for the alleged wrongdoing.

Company requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@vpls.com. If available, please provide the following information:

- The IP address used to commit the alleged violation;
- The date and time of the alleged violation, including the time zone or offset from GMT;
- Evidence of the alleged violation;

Company may revise in its sole discretion this AUP, without prior notice. Any such changes shall be posted by Company on its

website. You shall be responsible for periodically reviewing the online AUP to apprise yourself of any changes thereto. You agree to be bound by all such changes.

Last Updated: September 10, 2021