



## SERVICE ADDENDUM FOR ENTERPRISE CLOUD SERVICES (September 1, 2023 v1.0)

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

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

### 2. BILLING COMMENCEMENT AND CHARGES.

Service Commencement Date will be notified to Customer by the Service Provider. The first billing period for the Services shall be from the Service Commencement Date and shall be in accordance with the details specified in the Service Order. Charges for Services that are consumption based shall be invoiced in advance for any minimum committed spend. Consumption in excess of any minimum committed spend will be invoiced in arrears. Service Provider reserves the right to implement a credit limit in relation to the Customer in respect of any Services, at its discretion.

### 3. SERVICE TERMS

3.1 The Services provide a range of solutions by providing access to virtual resources on shared equipment and by connecting with our network. Customer data will be operating on a dedicated storage volume hosted on a shared storage platform. Service Provider shall provide the Services to the Customer in accordance with the terms and conditions of the Agreement including this Service Addendum, the Service Order and the MSA.

3.2 Service Provider agrees to monitor, secure, maintain and optimize the network devices and the physical network infrastructure underlying the Services on a 24x7x365 basis. Customer agrees that the Services are subject to the technical limitations of the devices being managed and the equipment and our infrastructure, and accordingly is subject to the Service Level Agreement outlined further below.

3.3 The Customer acknowledges that the provision of Services may be impacted by matters beyond the reasonable control of Service Provider including matters relating to legislation, regulatory changes, changes in the policy directive of any applicable regulatory authority and/or amendments to the terms and conditions of third-party services necessary for the Services, such as utility providers or third-party vendors such as Microsoft ("Regulatory Changes"). The Customer agrees that upon written notice to the Customer, Service Provider may amend the provision of Services or the Service Order, or terminate the Services, as required to reasonably address any Regulatory Changes.

3.4 The provision of the Service by the Service Provider is conditional on Customer's adherence to all applicable laws and regulations, and the terms and conditions of this Agreement including the requirements of the Service Provider's Acceptable Use Policy (AUP). Any breach of the AUP shall give the right to the Service Provider to suspend and/or terminate the Services without further liability to the Customer. Customer may not place excessive burdens on Service Provider resources, including our customer support services. Customer acknowledges and agrees that bandwidth, connection speeds and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result in Service Provider placing restrictions on Customers use of the Cloud Services. Customer agrees Service Provider may place restrictions on its use of the Cloud Services or customer support Services to the extent that Customer exceeds the reasonable use of these resources by similarly-situated Customer.

3.5 Customer acknowledges and agrees that the provision of the Service and the associated Service Level Agreement is provided on the condition that Service Provider is able to make any changes, upgrades and/or conduct maintenance in respect of the facilities, equipment and software used to provide the Services. To the extent that a change, upgrade or maintenance impacts the Services or requires the relocation of the equipment used to provide the Services to the Customer either within the facility or to an alternative facility operated by the Service Provider, then Service Provider will give the Customer reasonable advance notice and will endeavor to minimize any impact to the Services.

3.6 Software provided by Service Provider is neither designed nor intended for use in a situation where its failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Users are not permitted to use the Software in, or in connection with, High Risk Use. High Risk Use includes, for example: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under

the U.S. Food, Drug, and Cosmetic Act. The Customer shall indemnify and hold Service Provider and its third-party licensors harmless against any third-party claim arising out of any User's breach of this provision.

### 4. CUSTOMER OBLIGATIONS.

4.1. Customer is responsible for determining and employing appropriate risk mitigating measures to protect its business interests taking into account the criticality of the Services to the Customer's operations and the sensitivity of an data or information processed using the Services. This includes, but is not limited to, security controls for any Customer managed environment, data encryption, conducting regular data back-ups in connection with its use of the Services and configuring its systems for redundancy. Customer understands that the Services are provided exclusively on the basis of this allocation of responsibility.

4.2 The Customer is solely responsible for keeping its account permissions, billing, and other account information up to date in accordance with Service Provider's procedures, including through any customer portal made available to the Customer. Service Provider can only provide administrative or technical support in relation to the Services to the named Customer representative(s) listed on the account.

4.3 On termination of the Services, in accordance with the Terms of the MSA, Service Provider shall have no obligation to provide Customer with access to the Services or to retain a back-up or any copy of the Customer's data. Service Provider will deprovision the Services in accordance with its internal procedures including expunging any Customer Data that resides on the virtual resources or equipment. Customer is responsible for retaining a copy of any Data prior to termination of the Services. Service Provider may, at its discretion, assist Customer with the deprovisioning of the Service and supporting any migration or retention of Customer Data. Such Services shall be considered a separate professional Service and shall incur Charges at Service Providers then current hourly rates.

### 5. SERVICE LEVEL AGREEMENT.

9.1. SERVICE AVAILABILITY. Service Provider aims to maintain 100% Service availability excluding maintenance windows. Customer shall be deemed to have experienced a "Service Interruption" if there is a loss of availability of the Services resulting from a failure of, or power loss to, Service Provider-controlled equipment, systems or software.

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

9.3 LATENCY, PACKET LOSS. Service Provider is committed to keeping round-trip latency on its network to ninety five (95) milliseconds and average packet loss to less than 1%. If, on investigation by Service Provider, Customer's unable to achieve these service levels on the Service Providers Network as a result of a failure of Service Provider-controlled equipment or personnel ("Network Degradation Issue"), Service Provider shall issue a service credit outlined below.

9.4 CUSTOMER'S REMEDIES FOR SERVICE INTERRUPTIONS. Upon experiencing a Service Interruption, Network Outage, or Service Degradation Issue, provided that Customer is current on all payments due to Service Provider at the time of the Service Interruption, Customer shall be entitled to obtain the issuance of an out-of-service credit, as outlined below, by submitting a request to [support@colohouse.com](mailto:support@colohouse.com) within seven (7) business days of the Service Interruption. Service Provider will issue a credit for any Service Interruption or Network Outage equal to one thirtieth (1/30) of the monthly Charges for the affected Service for each hour Service Provider exceeds the stated service level. Service Provider will issue a credit equal to (and not to exceed in any calendar month) one day of the monthly Charges for the affected Service in respect of any proven Service Degradation Issue. Only one type of service level can be claimed during any given service impacting issue and the maximum a Customer may receive for service level breaches affecting any Service in any calendar month shall not exceed Customer's monthly Charges for the affected Service. Any out-of-service credits shall be applied to the following month's charges for the Services.

Customer's rights, set forth in this Section, to obtain out-of-service credits for a service level breach shall be Service Provider's sole liability to Customer, and Customer's exclusive remedy, for any Service Interruption, Network Outage, or Service Degradation Issue experienced by Customer.

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