

## HOSTING AND MANAGED SERVICES SCHEDULE

This HOSTING AND MANAGED SERVICES SCHEDULE (this “**Schedule**”) is entered into this \_\_\_\_\_, by and between eStructure Canada, Inc. with offices located at 800 Square-Victoria SS1, Montréal, Québec, Canada H4Z 1B7 (“**eStructure**”) and \_\_\_\_\_ with offices located at \_\_\_\_\_ (“**Customer**”) and is governed by the terms and conditions of the Master Services Agreement (the “**MSA**”) between the parties. Any terms used herein and not defined herein shall have the meaning given to such terms in the MSA.

- The Services.** The Services shall be described in the applicable Service Order. Any services not set out in the applicable Service Order shall be deemed to be excluded services. Any eStructure- provided hardware or software relating to the Services shall be purchased by eStructure for Customer as set forth in the applicable Service Order. Any such eStructure-provided hardware and software shall be covered by the original manufacturer’s warranty only. If the Service Order stipulates specific hardware or software which is no longer available or supported by eStructure, a more current product with equal or better specifications may be substituted and the same shall not constitute a breach or default by eStructure under the terms of such Service Order. If Customer provides its own hardware or software for use in conjunction with the Services (“**Customer-Provided Equipment**”), the Customer shall be solely responsible for the maintenance and operation of such Customer-Provided Equipment and shall be responsible for any damage to eStructure’s hardware or software caused by the Customer-Provided Equipment.
- Locations and Access.** eStructure reserves the right, from time to time, to make changes as to how and where various Services are distributed from. Therefore, unless otherwise specified in a Service Order, specific locations and access to the Services may be altered, changed, or otherwise modified in eStructure’ sole discretion and without liability, but subject in all instances to Section 15 hereof.
- Maintenance and Ongoing Services.** eStructure shall support any and all hardware and software provided by eStructure, as stipulated in the Service Order, which is necessary for Customer to fully access and utilize the Services in accordance with any applicable SLA set forth herein. eStructure shall deliver or provide access to the Services to Customer, with the functionality and appearance specified in the Service Order. If at any time Customer makes any changes to eStructure supplied content, code, software, or hardware, or eStructure is denied access to the hardware, software, or related equipment, eStructure shall not be responsible for any maintenance or applicable SLAs, regardless of whether such changes were authorized, inspected, or confirmed by eStructure.
- Professional Services.** eStructure may, although it is under no obligation to, assist Customer, by providing remote hands services (“**Remote Hands**”) or technical support, in repairing or remedying any issues with respect to the Services not otherwise covered by an applicable SLA or Service Order. Customer shall pay for any Remote Hands or technical support requested by Customer at eStructure’ then current rates for such work. eStructure makes no guarantee of work performed for Remote Hands or technical support services and shall not be liable for any losses or damages due to the performance of such Remote Hands services or technical support. All Remote Hands and technical support shall be provided by eStructure to Customer on an “As Is” “As Available” basis.
- Access to eStructure Equipment.** Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain licensed software resident in the eStructure equipment used to support the Services. If eStructure has agreed to provide updates and changes, eStructure may perform such updates and changes remotely or on-site, at eStructure’ sole option. Customer hereby agrees and consents to provide eStructure free access for such updates deemed reasonably necessary by eStructure. If for any reason, eStructure does not have access to the eStructure equipment supporting the Services, including that Customer does not provide eStructure with access, any SLAs shall be not applicable until access is provided and eStructure shall not be liable for any and all maintenance, upgrades, or changes. If Customer denies access for any reason to eStructure equipment, and eStructure, in eStructure’ sole discretion, requires access to provide contracted Services, maintenance or upgrades, eStructure may, in eStructure’ sole discretion, suspend or terminate Customer Services, and Customer shall owe to eStructure what Customer would have otherwise owed eStructure for the suspended Services if they had not been suspended and/or an amount equal to one hundred percent (100%) of the monthly recurring charges due under the terminated Service Order(s) for the remainder of the term of such Service Order(s).
- Acceptable Use Policy.** Customers ordering hosting and managed services pursuant to a Service Order represent and warrant to eStructure that they will at all times comply with eStructure’ Acceptable Use Policy, as amended from time to time (the “**AUP**”), by publishing it at [www.eStructure.com](http://www.eStructure.com).
- Time and Quantity Measured Services.** Any measured services are recorded in whole units (e.g. hours, months, gigabytes, etc.), with partial units rounded up to the next whole unit.
- Preservation of Customer Data.** Customer acknowledges and agrees that, unless stipulated otherwise in a Service Order, (i) Customer is responsible for developing and maintaining procedures (apart from any applicable Services) to protect Customer’s content, including, without limitation, making appropriate backup copies of Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; (ii) eStructure is not responsible for backup and restoration of Customer content or data; and (iii) eStructure’ responsibility is limited to the provided Services and not ensuring the integrity, completeness or security of any Customer content, data, or code.  
  
If Customer’s Service Order provides for the availability of backup services, eStructure is responsible for the Services themselves and not for the completeness or integrity of Customer content. It is Customer’s responsibility to ensure that any and all backups occur regularly. eStructure is limited to providing the Services as stipulated in the Service Order.
- Unauthorized Access to Data or Use of the Services.** eStructure is not responsible for unauthorized access to Customer data or the unauthorized use of the Services. Customer is responsible for the use of the Services by any Affiliate, employee, sub-contractor, or other party granted access by any of Customer employees, or any person Customer has granted access to the Services, and any person who gains access to Customer data or the Services as a result of Customer failure to use reasonable security precautions, even if such use was not authorized by Customer. By using the Services to publish, transmit or distribute material or content, Customer (i) represents and warrants to eStructure that the material or content complies with the provisions of the Agreement, (ii) authorizes eStructure, its agents and Affiliates to reproduce, publish, distribute, and display content solely in accordance with any applicable Service Order and (iii) represents and warrants to eStructure that it has the right to provide such authorization to eStructure. Customer acknowledges that due to the inherent nature of the Internet

and beyond the control of eStruxture, material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agree to indemnify, defend and hold harmless eStruxture, its agents and affiliates for any harm resulting from such actions. Customer shall not, nor shall the Customer engage a third party to, conduct any form of vulnerability, assessment or penetration testing of the Customer's computing environment hosted on eStruxture's infrastructure, without eStruxture's prior written authorization.

10. **Monitoring of Content.** eStruxture shall have no obligation to but may monitor postings, content or transmissions made in connection with the Services ("Customer Content") where required by law or in order to ensure compliance with the terms of this Agreement and the AUP. Except with Customer's prior approval or as required to provide the Services, eStruxture will not grant access to any Customer Content to any third party unless required by law, valid subpoena, or other legal requirement.
11. **Removal of Data.** In the event that eStruxture becomes aware of any Customer Content, code, scripts, software, or other data provided or transmitted by Customer or equipment provided or owned by Customer, which is being used in violation of any applicable law or regulation, including but not limited to the CAN-SPAM Act and the DMCA the terms of this Agreement, or the AUP (collectively, "Infringing Material"), eStruxture reserves the right to (i) remove, destroy, or restrict access to the Infringing Material, or (ii) immediately terminate for cause any or all Services provided to the Customer. Customer agrees that it is solely responsible for any and all use of the Services provided by eStruxture, and that eStruxture may deem it necessary to remove all content or terminate any and all Services to Customer if Customer fails to follow any and all applicable laws and regulations. Customer shall hold eStruxture harmless for any and all good faith efforts by eStruxture to comply with any and all laws and regulations.
12. **Licensed Software.** Customer agrees that they will not violate the license attributed to any software used by eStruxture or licensed to Customer in connection with the Services (the "Licensed Software"), which license may restrict Customer's ability to (i) copy the Licensed Software (or any updates or upgrades thereto or related written materials), except as permitted by the express written consent of eStruxture; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software to any third party; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer hereby consents to eStruxture's disclosure of any information eStruxture may have relating to third party software used in connection with the Services, to the applicable third-party provider of such third-party software in connection with any information request from such third-party software provider. Customer shall ensure that it properly trains its personnel in the use of the Licensed Software. Customer is solely responsible for any damage to the Licensed Software and any degradation in or outage of the Services due to acts or omissions of Customer, their agents or third party providers, including, without limitation, any such issues arising in connection with the installation of any Licensed Software or upgrades, patches, hot fixes and other updates to the Licensed Software, or the addition, deletion or modification of any Customer content. Any degradation in or outage of the Services as a result of the foregoing acts or omissions shall be excepted from measurement under any applicable SLA.
13. **Export Laws and Regulations.** Customer acknowledges that any products, software, and/or technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to applicable export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical

information (even if incorporated into other products) except in compliance with applicable export regulations. If requested by eStruxture, Customer also agrees to sign written assurances and other export-related documents as may be required for eStruxture to comply with applicable export regulations.

14. **24x7 Customer Support.** eStruxture provides for the coordination and resolution of problems associated with the Service(s) on a 24x7 basis. Support is limited to the product features included in the Service(s) purchased.
15. **Disclaimer.**

EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICES SHALL BE DELIVERED AND ACCEPTED "AS IS" AND "AS AVAILABLE" BY CUSTOMER, AND NO REPRESENTATION HAS BEEN MADE BY ESTRUCTURE AS TO THE FITNESS OF THE COLOCATION SPACE FOR CUSTOMER'S INTENDED PURPOSE.

WHILE ESTRUCTURE USES COMMERCIALY AVAILABLE ANTI-VIRUS AND SECURITY MEASURES TO SECURE ITS INFRASTRUCTURE, IT DOES NOT GUARANTEE THAT THE INFRASTRUCTURE THAT IS USED TO PROVIDE THE SERVICES IS IMMUNE TO A SECURITY VIOLATION OR VIRUS.
16. **Indemnity.** In the event that Customer exercises its indemnity claim rights under Section 5.1(b) of the Agreement, eStruxture may, in its sole discretion, make the Services non-infringing or arrange for Customer's continued use of the Services by license or otherwise, but if neither of the foregoing options is commercially practicable, eStruxture may, in eStruxture's sole discretion, upon written notice to Customer, cancel the directly affected Services, refund to Customer any prepaid fees for such cancelled Services and, if applicable, adjust Customer's ongoing monthly fees for the continuing Services to account for such cancelled Services. Notwithstanding the foregoing, eStruxture will have no indemnification obligation to a reseller for any infringement arising from (i) any modification of the Services by Customer or on its behalf, (ii) Customer's combination of the Services with any intellectual property not developed or owned by eStruxture if the infringement would not have occurred but for such combination, or (iii) Customer's failure to install updates, patches or other similar items provided by eStruxture or the licensor of the intellectual property that is the subject of such a claim.
17. **Change.** eStruxture reserves the right to relocate, change or otherwise substitute replacement space from which the Services are delivered at anytime during the Service Term. eStruxture also reserves the right to modify the way in which the Services are delivered so long as such changes adhere to the requirements for the Services set out in the Service Order.
18. **Third Party Charges Increase.** In the event that there is an increase in fees to eStruxture by a third-party provider, eStruxture shall be entitled to increase the fees charged under any Service Order affected by such third-party provider increase. eStruxture shall provide Customer written notice of the change in the Fees.
19. **Termination of Use.** eStruxture shall have the right to terminate Customer's use of the Service(s) delivered therein in the event that: (a) eStruxture's rights to use the facility in which the Customer is located terminates or expires for any reason; (b) Customer is in default hereunder; (c) Customer makes any material alterations to Services without first obtaining the prior written consent of eStruxture; or (d) Customer violates the AUP and other applicable eStruxture policies (such as the user guide). With respect to (b), (c), and (d) above, unless, in eStruxture's sole opinion, Customer's actions interfere or have the potential to interfere with other eStruxture customers or present significant operational risks, eStruxture shall provide Customer with

notice and a thirty (30) day opportunity to cure before terminating Customer's Services.

**IN WITNESS WHEREOF**, the parties have executed this Schedule by their duly authorized representatives.

**eStructure Data Centers Inc.**

By : \_\_\_\_\_  
(Signature)

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

By : \_\_\_\_\_  
(Signature)

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_