

NETWORK SERVICES SCHEDULE

This **NETWORK SERVICES SCHEDULE** (this "**Schedule**") is entered into this _____, by and between eStruxture Canada, Inc. with offices located at 800 Square-Victoria SS1, Montréal, Québec, Canada H4Z 1B7 ("**eStruxture**") 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 but not otherwise defined herein shall have the meaning given to such terms in the MSA.

1. **eStruxture Duties and Obligations.** As more particularly set forth in a Service Order, eStruxture shall, subject to the terms and conditions hereof, provide Customer with Services. Any and all access to any network(s) via eStruxture must be in compliance with all policies and rules of those networks. eStruxture exercises no control whatsoever over the content of any information passing through its networks. eStruxture makes no guarantee of its security or end-to-end bandwidth on the Internet. eStruxture cannot guarantee the peering sessions between non-eStruxture companies (including, without limitation, eStruxture's customers and vendors) and/or networks.
2. **Acceptable Use Policy.** Customer represents and warrants to eStruxture that it will at all times comply with eStruxture' Acceptable Use Policy, as amended from time to time (the "**AUP**"), by publishing at www.eStruxture.com.
3. **eStruxture Supplied Hardware/Software.**
 - 3.1 Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying eStruxture supplied equipment.
 - 3.2 Customer will not permit any eStruxture supplied equipment to be re-arranged, disconnected, removed, repaired or otherwise interfered with, except with eStruxture's prior approval.
4. **Non-eStruxture Supplied Hardware/Software.**
 - 4.1 Physical equipment and/or software products that are not supplied by eStruxture for Customer pursuant to a Service Order are the responsibility of Customer. eStruxture will not be responsible for the installation and/or service and/or failure of equipment and/or software that was not provided by eStruxture ("**Customer Equipment**"). Customer is responsible for the use and compatibility of Customer Equipment. In the event that Customer uses Customer Equipment that impairs Customer's use of eStruxture' services, Customer shall nonetheless be liable for all payments to eStruxture. Upon notice from eStruxture that the Customer Equipment is, in the reasonable opinion of eStruxture, causing or is likely to cause, hazard, interference, or service obstruction, Customer shall eliminate the hazard, interference, or service obstruction immediately at its cost. Customer will, if necessary, pay eStruxture to troubleshoot problems caused by Customer Equipment not provided by eStruxture. eStruxture will not be responsible if any changes in hardware, software or services, cause Customer Equipment to become obsolete, require modification or alteration, or in any other way affect the total capacity of eStruxture network services end-to-end. If any Customer Equipment adversely impacts the eStruxture backbone network or networks attached to the eStruxture network, eStruxture reserves the right to take any and all action necessary to remediate such impact.
 - 4.2 eStruxture may provide on-site technical support on Customer's equipment from time to time as mutually agreed between the parties. These activities may include, without limitation, racking and cabling of equipment, rebooting or power-cycling Customer equipment, testing or swapping defective cables, visual reporting on status indicators, reseating or replacement of modular equipment and modem connections for remote access. Customer may order technical

- support services by contacting eStruxture or such other means as eStruxture may make available from time to time. Unless otherwise agreed, pricing for technical support services shall be at eStruxture's then current hourly rate. For greater certainty, this does not include support of Customer's applications.
- 4.3 All technical support services shall be provided at Customer's direction. Although eStruxture technicians are skilled in troubleshooting and repairing a variety of equipment, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. eStruxture shall not be liable for any losses or damages due to any failure of the equipment, voiding of manufacturer's warranty or for any loss of data or damages resulting from the performance of any technical support service.
- 4.4 With respect to point to point network Services, eStruxture must have free and open access to the lines, equipment and network connections used in connection with those Services. This will allow eStruxture's operations personnel to test and isolate any type of trouble that Customer and/or eStruxture might experience. eStruxture is not responsible for any inability to provide Services as a result of a lack of access to such lines, equipment or connections.
5. **Billing Calculation and Charges for Usage Based Charges**
 - 5.1 Unmetered Bandwidth
 - 5.1.1 The monthly billing for Unmetered Bandwidth is based on the sustained usage level during the month, as determined by the traffic samples taken approximately every five (5) minutes over the course of the month. Customer's monthly charge is determined by the usage level under which ninety-five percent (95%) of the samples fall during the billing month. If the 95th percentile measurement exceeds the committed rate set in the Service Order, the excess shall be billed at the excess rate specified in the Service Order; otherwise it will be billed at the committed rate.
 - 5.1.2 The burstable committed rate usage is measured by eStruxture's bandwidth billing system at the borders of its Autonomous System ("**AS**") (only where it interfaces to the external networks). The traffic metered at all border points is aggregated for billing purposes.
 - 5.2 Metered Bandwidth
 - 5.2.1 The Metered Bandwidth billing scheme is based on the monthly Gigabyte (GB) usage of the total amount of network traffic used for the month (inbound and outbound), regardless of speed or rate. If the Customer's monthly traffic consumption exceeds the committed amount in the Service Order, the excess shall be billed at the excess rate specified in the Agreement; otherwise it will be billed at the committed rate.
 - 5.2.2 Metered usage is measured by eStruxture's bandwidth billing system at the borders of its AS (only where it interfaces to the external networks). The traffic metered at all border points is aggregated for billing purposes.

5.2.3 Unused bandwidth from a pre-paid block is non-transferable to the following month.

- 5.3 In either case, network traffic may burst up to the maximum rated capacity of the connection due to Customer's usage or a third party (i.e. malwares, viruses, etc.). eStruxture is not responsible for network traffic levels and Customer is solely responsible for maintaining and controlling traffic burst usage levels.
- 5.4 New services, upgrades of existing Services or relocations of an existing Service will result in additional fees and/or charges.
- 5.5 Notwithstanding Section 2.1 of the MSA, the Customer must notify eStruxture of its acceptance or rejection of the Service within two (2) business days of receipt from eStruxture that the Service is ready for use (the "**Installation Notice**"). In the event Customer does not notify eStruxture in writing of any non-compliance with the applicable Service Order ("**Deficiencies**") within such 2-business day period, the Services shall be deemed accepted and billing shall commence upon the date of the Installation Notice regardless of whether Customer is ready to accept delivery of Services or not. If Customer notifies eStruxture in writing within such 2-business day period of any Deficiencies, eStruxture shall correct such Deficiencies and re-issue the Installation Notice once completed, and the above process shall be repeated.
- 6. **IP Numbers and Addresses.** eStruxture shall maintain and control ownership of all IP numbers and addresses that may be assigned to Customer by eStruxture and eStruxture reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses; provided, however, that eStruxture will provide Customer with at least thirty days prior written notice of any such change or removal.
- 7. **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 Service features purchased as set out in the Service Order.
- 8. **Customer Non-Interference; Indemnification.** Without limiting anything set forth in this Section 8, eStruxture shall not be responsible for acts or omissions of Customer or its employees, agents, contractors or representatives that result in failure of, or disruption to, the Services unless such acts or omissions were done in accordance with instructions given to Customer by eStruxture. Customer agrees that neither Customer nor its employees, agents, contractors or representative shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures of eStruxture relating to the eStruxture facilities or any eStruxture equipment. Any such attempts may, among other things, cause disruption to the Services. In the event of any disruption to the Services resulting from a violation of eStruxture's security precautions or measures, Customer shall not be entitled to any remedy with respect to such disruption. Customer will be responsible for, and will indemnify eStruxture for, any damage or service interruptions caused by Customer or its employees, agents, contractors or representatives in violation of these provisions, including, without limitation, any damage to any eStruxture provided equipment. Further, Customer will pay

eStruxture, at eStruxture's then current technical support rates, for all remedial services resulting from Customer's actions.

- 9. **Disclaimer.** EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICES SHALL BE DELIVERED AND ACCEPTED "AS IS" BY CUSTOMER, AND NO REPRESENTATION HAS BEEN MADE BY ESTRUXTURE AS TO THE FITNESS OF THE SERVICES FOR CUSTOMER'S INTENDED PURPOSE. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO ESTRUXTURE'S CONTROL. CUSTOMER AGREES THAT ESTRUXTURE SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUM PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALUFCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO ESTRUXTURE'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CUSTOMER INFORMATION CARRIED ON SUCH NETWORKS. ESTRUXTURE SHALL HAVE NO LIABILITY FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CUSTOMER OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND DENIAL OF SERVICE ATTACKS).

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

eStruxture Data Centers Inc.

By : _____

(Signature)

Name : _____

Title : _____

Date : _____

By : _____

(Signature)

Name : _____

Title : _____

Date : _____