

NETWORK SERVICES SCHEDULE & SLA

This NETWORK SERVICES SCHEDULE & SLA (this “Schedule”) is entered into on [insert present date] (“**Effective Date**”) by and between eStruxture Data Centers Inc. with offices located at 800 Square-Victoria SS1, Montréal, Québec, Canada H4Z 1B7 (“**eStruxture**”) and [customer name] with offices located at [customer address] (“**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.

DEFINITIONS

Circuit Outage Time - means the total time that Customer's circuit is unable to receive or transmit data across the network.

Installation Interval - means the total number of business days between the system order entry date of a Service order, excluding network design and order preparation time, and the date the applicable service is installed and available for use, as solely determined by eStruxture.

Measurement Period - means a calendar month

Service Availability - means the percentage of time in a Measurement Period when the Customer's service on the network was available. Service Availability is calculated as the total amount of minutes in a normalized month (30 days x 24 hours x 60 minutes) minus the total amount of validated Circuit Outage Time in minutes as measured by eStruxture trouble tickets in the Measurement Period divided by the total amount of minutes in a normalized month (as stated above) and multiplied by 100 (for the percentage). Excused Outage events are not included as part of the Service Availability calculation with respect to service credits.

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 and Customer shall be liable to eStruxture for any losses or damages caused to eStruxture as a result of such adverse impact.

3.2. 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. Customers 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.

3.3. All technical support services shall be provided at Customer's direction and at Customer's risk. 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 and eStruxture makes no guarantee or warranty as to the quality or effectiveness of any technical support services.

3.4. With respect to eStruxture 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.

1. eStruxture Duties and Obligations.

1.1. 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. eStruxture Supplied Hardware/Software

2.1. Customer shall not tamper with, remove or conceal any identifying plates, tags, or labels identifying eStruxture supplied equipment.

2.2. 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.

3. Non-eStruxture Supplied Hardware/Software.

3.1. 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. 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

4. Billing Calculation and Charges

4.1. Dedicated Internet Access - Burstable

4.1.1. The monthly billing for Dedicated Internet Access - Burstable 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 data 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 data rate.

- 4.1.2. The sustained 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.
- 4.1.3. The burstable limit on any internet service delivered on a 1GE port shall match the speed of the port. For internet services on 10GE ports, the burstable limit shall be set as double the value of Customer's committed data rate (ex. committed data rate is 1000Mbps making the burstable limit 2000Mbps) unless otherwise specified in the Service Order. eStruxture is not responsible for Customer network traffic levels and Customer is solely responsible for maintaining and controlling traffic burst usage levels.
- 4.2. **Dedicated Internet Access - Fixed**
 - 4.2.1. The committed data rate on a Fixed Dedicated Internet Access Service will be set as the limit for the connection speed that Customer can consume at any given time. If Customer traffic exceeds the committed data rate, packets will be dropped. Exceeding the committed data rate may lead to degraded network performance.
- 4.3. **Resold Network Services**
 - 4.3.1. In the event that eStruxture is reselling a network service which is delivered by a third party provider, and the third party provider increases rates on services at any point during the initial or renewal term, eStruxture will have the right to increase Customer price by providing 30 days notice of such an increase. If Customer elects in writing not to accept the price increase within this 30 day notice period, service will be cancelled.
- 4.4. 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.

5. Network Traffic

- 5.1. Customer network traffic that adversely impacts eStruxture or third-party network must be promptly and permanently addressed by the Customer, and eStruxture has the right, at any time and without prior notice, to take any and all action in its sole discretion to protect its environments and remedy any network issue created directly or indirectly by the Customer. In the event of a denial of service attack, eStruxture reserves the right to shut down a customer's service and/or blackhole a customer's traffic in order to protect eStruxture's networks.

6. IP Numbers and Addresses

- 6.1. 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.

- 6.2. eStruxture may suspend or terminate any Service service at any time without notice and with immediate effect if (a) Customer is in material breach of eStruxture's AUP, (b) in eStruxture's sole judgment, an immediate restriction or suspension is necessary to protect the eStruxture network or eStruxture's ability to provide services to other customers or (c) Customer has more than three percent (3%) of its assigned IP addresses subject to abuse complaints within a twelve (12) month period.

7. Customer Non-Interference; Indemnification

- 7.1. Without limiting anything set forth in this Section 7, 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. Customer agrees that neither Customer nor its employees, agents, contractors, or representatives 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.

8. Disclaimer

- 8.1. EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICES SHALL BE DELIVERED AND ACCEPTED "AS IS" BY CUSTOMER, AND NO REPRESENTATION HAS BEEN MADE BY ESTRUCTURE 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 ESTRUCTURE'S CONTROL. CUSTOMER AGREES THAT ESTRUCTURE SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUM PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO ESTRUCTURE'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CUSTOMER INFORMATION CARRIED ON SUCH NETWORKS. ESTRUCTURE 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).

9. SLA

- 9.1. The following provisions set forth the service levels (the "SLA") that define the criteria for eStruxture's Network Services and the credits

available, where applicable, to Customer in the event such SLAs are not met. If eStruxture is reselling third party Network Services, eStruxture will only pass through its third-party service provider's SLAs and remedies to Customer. 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.

maintenance announced at least 48 hours in advance, up to an accumulated total of 8 hours per month; (vii) any emergency maintenance announced at least 60 minutes in advance, up to an accumulated total of 2 hours per month; or (viii) any failures that cannot be corrected due to Customer's unavailability or lack of access to lines, equipment or connections.

- 9.2. Service Credits. If outage levels for a given network service match the monthly service unavailability values shown in Table A, then Customer is eligible to apply for a service credit on the applicable service.

TABLE A - Service Unavailability Credit Allocations by Product

Service Type	Monthly Service Unavailability	Credit
<u>High-Availability Services:</u> -Dedicated Internet Access (HA) -Metro Wave - Protected	Up to 2 hours	7 days
	2 hours to 12 hours	14 days
	12 hours or more	1 month
<u>Standard Availability Services:</u> -Dedicated Internet Access (SA) -Data Center Interconnect -Cloud Connect -Metro Wave – Unprotected	Up to 2 hours	n/a
	2 hours to 24 hours	7 days
	24 hours or more	14 days

- 9.3. Credit Process. To request a credit, Customer must deliver a written request to eStruxture within 30 days of the SLA event's occurrence. Failing to request a credit within the given window results in forfeiture of Customer's right to claim the credit. In no event shall Customer's total credit in a month exceed 100% of the monthly charge for the affected Service.
- 9.4. Excused Outage. No 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 eStruxture): (i) a violation of the then current User Guide or eStruxture's security precautions or measures; (ii) any other event or condition not wholly within the control of eStruxture (e.g. cable cut, Denial of Service (DOS) or Distributed Denial of Service (DDoS) attacks); (iii) Customer Equipment causing impairment to Customer's use of the Services; (iv) the Customer's delay, or failure to provide any information, co-operation, or support; (v) viruses; (vi) any eStruxture scheduled

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

eStruxture Data Centers Inc.

By:

Title:

Date:

Name:

Customer:

By:

Title:

Date:

Name:
