Addendum

Colocation Services

June 2020

Contour Data Solutions

4259 West Swamp Road, Suite 301
Doylestown, PA 18902

This Colocation Services Addendum (this "Addendum") is subject to and part of the Contour Master Cloud and Managed Services Agreement (the "Agreement") between Contour Data Solutions LLC ("Contour") and Customer. Any capitalized terms that are not defined in this Addendum shall have the meanings set forth in the Agreement.

1. Description of Services

a. *As further provided herein, Contour will provide Customer with access to certain colocation space, power, and connectivity within the Contour Data Center, as further set forth in one or more Service Orders ("Colocation Services"). Customer will use the Colocation Services in connection with hardware that it owns or leases for its benefit and will not make available or provide the Colocation Services for the benefit of any third party. The colocation space set forth in the applicable Service Order is referred to in this Addendum as the "Customer's Environment." The power set forth in the applicable Service Order is referred to in this Addendum as the "Power." The connectivity specified within the applicable Service Order is referred to in this Addendum as the "Connectivity."*

2. Contour Responsibilities

a. **Hardware and Software**

(1) Contour is responsible for supplying one (1) cabinet in Customer's Environment.

(2) Contour is responsible for supplying any and all hardware and software specified in the applicable Service Order ("Contour-Provided Systems"). Contour shall configure the Contour-Provided Systems and notify Customer (email sufficing) that such Contour-Provided Systems are ready for production use, as defined in the applicable Service Order or as otherwise agreed upon by Customer and Contour in writing. Contour certifies that it has all rights necessary for it to provide Customer with the Contour-Provided Systems, provided that Customer only uses such systems in accordance with the Agreement, this Addendum, and the Contour Acceptable Use Policy, available at http://www.contourds.com/uploads/9/4/8/4/94848646/aup.pdf.

b. **Internet**

(1) As specified in a Service Order, Contour will provide Customer with Connectivity (measured in megabits per second ("Mbps")), redundant providers ("Committed Bandwidth"), and burstable capacity for the Customer's Environment. Bandwidth utilization measurements (measured in Mbps) are taken once every minute on Customer's inbound and outbound traffic at the border router for Customer's Environment and recorded over a one calendar month period. The aggregate inbound and outbound traffic volumes are compared, and the lesser of the two is discarded (the greater of the two is the "Monthly Traffic Flow"). The top five percent (5%) of measurements of the Monthly Traffic Flow are then discarded, leaving ninety-five percent (95%) of the Monthly Traffic Flow remaining. The next highest measurement becomes the billable utilization for the entire month (the "Actual Utilization"). If the Actual Utilization exceeds the Committed Bandwidth, Contour will bill Customer the difference at the base commit rate per Mbps (calculated by dividing the Committed Bandwidth by the fee paid for it). If the Customer consistently (*i.e.,* exceeds its

Committed Bandwidth, then, upon Contour's reasonable request, the parties shall negotiate and reach mutual agreement on a new Committed Bandwidth.

(2) If specified in a Service Order, Customer will initially be provided with a "/28" block of Internet protocol ("IP") address/licenses, for its use pursuant to the Agreement. Subject to the terms of this Addendum, Contour may provision additional IP addresses for use by Customer. Additionally, Contour may, in its reasonable discretion, withdraw IP addresses from Customer if they are underutilized, or as otherwise necessary to efficiently operate its network.

3. Security

   a. Contour will maintain, at the Contour Data Center, reasonable security systems, including video monitoring systems, mantraps, card-key systems, biometric systems, and a 24x7 team of security officers.

4. Environmental Controls

   a. Contour will maintain, within the Contour Data Center, cooling systems and fire suppression systems consistent with the standard practices of Contour's industry.

5. Administrative Services and Tools

   a. Contour will provide the Colocation Services to Customer as described below and in the applicable Service Order. The Colocation Services may include one or more of the following, each as further specified in the applicable Service Order.

6. Colocation and Colocation Services

   a. Hosting and administration services for Contour-provided web sites, Internet-based applications, remote storage, and other hosted services and applications, and facilities, "ping, power and pipe" and other hosting facilities and services customary in Contour's industry.

7. Monitoring and Management

   a. Infrastructure, services, and tools that enable Customer to monitor and manage the assets identified in an applicable Service Order. Customer may access reports and other pertinent information through a web-based interface ("Customer Portal").

8. Other Contour-Provided Resources

   a. Customer acknowledges and agrees that the resources used by Contour to provide Colocation Services are not dedicated or exclusive to the Customer and may be used by Contour to provide services to other customers.

   b. Contour retains all right, title, and interest to all Resources (as defined below). Customer may not pledge or grant a security interest in any Resource, or otherwise use any Resource as collateral with respect to any lease, land, or other financial relationship.

   c. Contour will provide Customer with access to Contour personnel as reasonably necessary to answer Customer's questions regarding the Colocation Services.
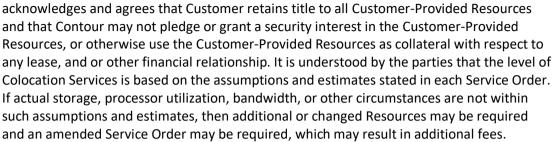
d. Contour will diagram and review with Customer the network connections within Customer's Environment to equipment utilized or provided by Customer within Customer's Environment.

e. Contour will provide Customer with a primary leg of power to Customer's Environment.

f. Contour will provide Customer with a secondary leg of power to Customer's Environment.

g. Contour will provide Customer with access to the number of network switch ports and cabinets, as provided in the applicable Service Order.

h. Contour will install and maintain cross connections between Customer's equipment within the Contour Data Center, as provided in the applicable Service Order.

i. Contour will provide, subject to the terms of this Addendum, a block of IP addresses, as provided in the applicable Service Order.

9. Customer Obligations

a. Customer shall provide (i) personnel contact information to assist Contour in its provision of ongoing support, (ii) such information and assistance as is reasonably requested by Contour for Contour to provide the Colocation Services.

b. A & B Legs of Power. Contour highly recommends that its customers purchase and use two A legs and B legs of power to provide redundant power to all equipment within the Contour Data Center. Customers should utilize no more than 40% of a given leg's capacity, allowing Customer to remain fully powered during a fail over of the leg during maintenance or downtime. During electrical equipment maintenance or upgrade windows, or if Contour experiences a hardware failure in either leg of power, Contour will not be responsible for downtime related to equipment that is not connected to two A legs and two B legs of redundant power, using no more than 40% of each given leg's capacity (the "Recommended Power Capacity"). The service levels in this Addendum are only applicable to equipment that is connected to power sources meeting the Recommended Power Capacity.

10. Terms and Conditions

a. "Resources" means the hardware, software, policies, and other resources that are required to be provided by Contour, as identified in the applicable Service Order. Unless expressly stated otherwise in the Service Order, Contour retains ownership of all rights, title, and interest in and to the Resources, and Customer retains ownership of all rights, title, and interest in and to the hardware, software, policies, and other resources that it provides. In the case of Resources that are third-party software, "provided by Contour" means that Contour either: (1) Contour receives a license directly from the third party and is authorized to sublicense such license to Customer for Customer's use; or (2) Contour arranges for Customer to directly receive a license to such software from such third party. If the Service Order indicates that certain resources are to be provided by Customer ("Customer-Provided Resources"), then Customer shall provide such resources to Contour for purposes of the Colocation Services. Contour is not responsible for failure of the Colocation Services, to the extent caused by the Customer-Provided Resources or Customer's failure to provide the Customer-Provided Resources. Contour has no obligation and no liability whatsoever for Customer-Provided Resources. Unless otherwise stated in the applicable Service Order, Customer shall be solely responsible for maintenance of all resources not owned or provided by Contour, including Customer-Provided Resources. Contour expressly

acknowledges and agrees that Customer retains title to all Customer-Provided Resources and that Contour may not pledge or grant a security interest in the Customer-Provided Resources, or otherwise use the Customer-Provided Resources as collateral with respect to any lease, and or other financial relationship. It is understood by the parties that the level of Colocation Services is based on the assumptions and estimates stated in each Service Order. If actual storage, processor utilization, bandwidth, or other circumstances are not within such assumptions and estimates, then additional or changed Resources may be required and an amended Service Order may be required, which may result in additional fees.

b. ***Contour reserves the right to request justification for provisioning requests by Customer for Resources and IP addresses. In determining whether to provide additional Resources or IP addresses, Contour may consider, without limitation:***
   (1) The products and services Customer provides.
   (2) The number of IP addresses Customer is currently using.
   (3) The number of new hosts Customer will be adding in the following 12 months.

c. Additionally, when requesting additional IP addresses, Customer shall provide a numbering topology and accounting for the IP addresses then in use by Customer. For purposes of clarification, Contour has no obligation to provide Resources or IP addresses, other than those set forth in the applicable Service Order

d. If and to the extent that an applicable Service Order attributes or assigns any responsibility, task, deliverable or obligation to Customer or a third party, then Customer or such third party shall be responsible for such responsibility, task, deliverable or obligation, not Contour. Contour shall be relived of any performance obligations in this Addendum to the extent that performance is negatively impacted by Customer's or such third party's acts or omissions.

e. Each party shall make promptly available to the other such information, assistance and cooperation as such other party may reasonably request in performing its obligations under this Addendum.

f. Customer acknowledges that this is a services agreement, not a lease of real or tangible property.

g. To the extent that the Resources include third-party software, such third-party software will be operated and used by Contour to enable and facilitate the performance of Colocation Services. Contour makes no specific warranties as to such third-party software.

h. Contour shall be responsible for maintenance of its facilities and infrastructure at the Contour Data Center, and Customer shall reasonably cooperate therewith. All decisions concerning maintenance window notifications that impact Customer shall be made in coordination with Customer.

i. The service levels in Section 11 below are Customer's sole and exclusive remedies, and Contour's sole liability, for issues relating to the performance of Colocation Services.

j. Any support by Contour of Customer pursuant to this Addendum shall be described in the applicable Service Order and shall be considered Colocation Services.

11. Service Level Agreement
   a. **Service Level Agreement**
      (1) This Service Level Agreement ("SLA") describes the performance and availability of the Power and Connectivity to Customer's Environment. Through built-in

redundancy and proactive monitoring, Contour strives to achieve 99.99% Availability (as defined below).

(2) "Available" or "Availability" means the time (in minutes) that the system being measured, the Power or Connectivity, as applicable, is up, running, and operationally functional. "Excluded Downtime" means the time (in minutes) that the system being measured is not Available, to the extent caused by:

(i) Customer-provided hardware, software, or other equipment not provided by or certified by Contour.

(ii) Customer-provided or Customer-leased local area networks or ISP connections.

(iii) Modifications made by Customer without Contour's prior written approval.

(iv) Use of the system by Customer, its employees, agents, or contractors, in ways not authorized by this Addendum.

(v) Maintenance Downtime, as defined below.

(vi) Customer's failure to use Recommended Power Capacity or sufficient, redundant Internet Connectivity.

(vii) A Force Majeure Event as provided by the Agreement

(viii)   Any other system outside of Contour's control. "Maintenance Downtime" means scheduled repairs, maintenance, upgrades, or deployments related to Contour's equipment, network, or facility, and other events agreed upon in advance by Contour and Customer. "Total Minutes" shall mean the number of minutes in the applicable calendar month.

(3) "Percent Available" will be calculated as follows: ((Availability / (Total Minutes – Excluded Downtime)) x 100).

b. In a calendar month where Contour fails to meet any expressly stated service level commitment in this Section 11, Customer will give Contour written notice thereof no later than ten (10) business days after the end of such calendar month. Contour will investigate such failure promptly after its receipt of notice. If confirmed (in Contour's good faith and reasonable discretion), then Contour will apply a credit of 5% of the fees paid by Customer to Contour for the Colocation Services for such month to Customer's next invoice.

12. Reporting Problems

a. If Customer encounters a problem that requires the assistance of a Contour engineer, Customer must contact Contour's Network Operations Center ("NOC"). The NOC is available 24 hours a day, 7 days a week, and 365 days a year. The analyst that takes the call will create a help desk ticket for the issue and, if applicable to the problem, contact the appropriate Customer staff in accordance with standard operating procedures. Customer can also create a ticket through the Contour Salesforce Portal.

b. The Customer can contact Contour Command Center by:

Phone: 484-679-2324

Email: help@contourds.com

Use the Contour Help Desk web interface to open a request

c. When the Customer calls the Command Center an analyst will ask for the following information:

    (1) **Name, company name, and contact information**

    (2) **Priority customer assigns to the event**

    (3) **Description of the issue**

d. The Customer will receive a request number that can be used to track the issue. To report issues that are not as urgent, the Customer can email the NOC. To avoid callbacks for information, the Customer should include the information outlined above.

Revision History

Contour Data Solutions Public Information					
Type	**Title**	**Date**	**Version**	**Description of Changes**	**Author**
Addendum	Colocation Services	05/05/2020	1.0	Initial Draft	Rocco Guerriero
Addendum	Colocation Services	06/03/2020	1.0	Final Release	Rocco Guerriero
Addendum	Colocation Services	06/08/2020	2.0	Complete review	Rocco Guerriero
Addendum	Colocation Services	06/08/2020	2.0	Organizational Format / Layout Changes	Rocco Guerriero