Qu Data Centres™

PRODUCT TERMS: MANAGED SERVICES

1. Product Terms and definitions.

1.1. These Product Terms, including Service Documentation and/or EULA(s) applicable to the Services forms part of the Agreement (as this term is defined in the MSA). Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them in the elsewhere in the Agreement.

1.2. In these Product Terms, the following terms have the following meaning:

"**Company Customer Care Team**" or "**Company Support Team**" means technical support group at the Company responsible for handling all support requests from the Customer in connection with the Services.

"**Company DC**" or "**Data Center**" means the land and the building where the Services are provisioned from, and includes the structures, machinery, equipment and common areas situated thereon or therein.

"**Equipment**" means cabinets, racks, electronic equipment, information technology/computing systems, servers, communication devices, cabling (fibre optic, co-axial, copper wire) and other equipment own or leased by the Customer that are installed, or to be installed, by the Customer (or its agents) in the Equipment Space.

"**Equipment Space**" means the colocation module space within the Data Center assigned by Company from time to time and may be comprised of cabinets and/or racks for the Equipment, as more particularly described in the applicable Service Order.

"**Mean Time to Repair**" or "**MTTR**" means the average length of time it took to repair or resolve Service Impact (as this term is defined in the SLA) during a monthly period (excluding Scheduled Maintenance and Emergency Maintenance). MTTR metrics are based solely on the statics collected by the Company regarding the time resolve Service Impact incidents during a month period; and is calculated as follows: Total number of hours to resolve Service Impact incidents during a monthly period ÷ the number of Service Impact incidents in that monthly period.

"**Services**" means the provisions of the Company's services set forth in an applicable Service Order relating Managed Network Services or Managed Server Administration Services as further described herein. These Services may also be referred to collectively as Managed Services.

2. Service Terms

2.1. Company shall provide the Services to the Customer from the Commencement Date for the Term outlined in the Service Order in accordance with the terms and conditions of the Agreement, including these Product Terms, the Service Documentation and the applicable Service Order. The service level standards set forth below shall apply to the Services.

2.2. The Customer acknowledges that the provision of Services may be impacted by matters beyond the reasonable control of Company, 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, Company may amend the provision of Services, including the term of the affected Service Order as necessary to reasonably address any Regulatory Changes.

Managed Network Services

2.3 Managed Router. This aspect of the Services involves the Company managing certain router Equipment on behalf of the Customer as more fully described in the applicable Service Documentation. When this Service is purchased, the Customer does not access such router directly. During each month, the Customer may request up-to two (2) router configuration changes; such changes are included with monthly Fees, thereafter, each additionally requested router configuration change shall be charged to the Customer at the Company's then current rate, which is currently $50.00 per router configuration change.

2.3.1 Managed Switch. This aspect of the Services involves the Company managing certain switch Equipment on behalf of the Customer as more fully described in the applicable Service Documentation. When this Service is purchased, the Customer does not access such switch directly. During each month, the Customer may request up-to two (2) switch configuration changes; such changes are included with monthly Fees, thereafter, each additionally requested switch configuration change shall be charged to the Customer at the Company's then current rate, which is currently $50.00 per switch configuration change.

2.3.2 Managed Firewall. This aspect of the Services involves the Company managing certain Cisco or Fortinet device Equipment as more fully described in the applicable Service Documentation. The Customer must have a Cisco Smartnet warranty on any managed Cisco device and Fortinet support on Fortinet device. Included in the monthly Fees is up-to two (2) firewall rule changes are per month, to a maximum of thirty (30) minutes each. For firewall rule changes that exceed such thirty (30) minutes or for additional firewall rule changes in excess of those included with the monthly Fees, the Customer shall be charged the Company's then current hourly rate or a pro-rated portion thereof, with a minimum one (1) hour charge.

2.3.3 Managed Firewall Service - Cloud. This aspect of the Services involves the management of the Fortigate virtual firewall appliance. Such virtual appliance is supplied by the Company as part certain cloud Services as more fully described in the applicable Service Documentation. Included in the monthly Fees is up-to two (2) firewall rule changes are per month, to a maximum of thirty (30) minutes each. For firewall rule changes that exceed such thirty (30) minutes or for additional firewall rule changes in excess of those included with the monthly Fees, the Customer shall be charged the Company's then current hourly rate or a pro-rated portion thereof, with a minimum one (1) hour charge. Available optional add-on features for

additional monthly Fees are (i) management of Fortinet Unified Threat Management (UTM) solution; and (ii) enhanced reporting available via FortiAnalyzer.

Managed Server Administration Services

2.4 Managed Server Administration Tiers. Managed Server Administration Services are offered in the following tiers:

(a) *Self-Serve Monitoring and Alerting*. This tier of Managed Server Administration Services provide key Customer server component monitoring, threshold alerts and reporting, with extra support available on a pay-per-use basis.

(b) *Proactive Monitoring, Patching and Reporting*. This tier of Managed Server Administration Services includes the same features as the Self-Serve Monitoring and Alerting tier, plus scheduled OS patching.

(c) *Fully Managed*. This tier of Managed Server Administration includes the same features as the Proactive Monitoring, Patching and Reporting tier, plus onsite support as required at no additional cost. It also includes Customer support to make every reasonable effort to solve any Service Impact incident subject to terms herein.

3. Other Terms

3.1. Remote Hands. Company will make available personnel who will, upon Customer's request and availability, provide non-technical support and assistance ("**Remote Hands**"). Remote Hands will only be performed upon request and direction from the Customer. Company is not responsible or liable for any consequences of the Remote Hands performed upon the Customer request.

3.2. Customer Equipment Ownership Requirements. Depending on the Services purchased by the Customer, the equipment under management may be owned by the Company or by the Customer. If the equipment is owned by the Customer (defined as Equipment), the following conditions must be in place in order for the Company to perform the Services:

(a) Equipment must have an up-to-date warranty or equipment maintenance contract valid for the entirety of the Term;

(b) Equipment must have a supported OS with up-to-date patching; and

(c) Customer must provide Company with physical and remote access to the Equipment.

3.3. Managed Services Restrictions. Company is unable resolve a Service Impact incident or continue to provide Managed Firewall Services (Managed Network Services) or Fully Managed Server Administration (Managed Server Administration Services) in the following circumstances:

(a) The equipment vendor deems the affected equipment un-repairable;

(b) Service Impact incident is determined to have been caused by a software application used or installed by a User;

(c) Service Impact incident is determined to have been cause by an issue relating to the Customer's infrastructure;

(e) as requested by the Customer, Scheduled Maintenance of the infrastructure to which Customer's Services are connected was delayed for a period longer than six (6) consecutive months; or

(f) Equipment subject to the Services does not meet the conditions described in Section 3.2 above.

In any of the above circumstances, Company will continue to support the Customer on a reasonable effort basis; this includes two (2) hours of Remote Hands during a Service Impact incident. Any such support in excess of two (2) hours will be billable to the Customer at the Company's then current hourly rate for Remote Hands. Company will seek written approval from the Customer prior to commencing such billable support.

3.4 Company shall use commercially reasonable efforts to secure equipment its uses to supply Company managed virtual devices to the Customer as part of the Services, excluding unmanaged equipment provided by the Company and Company's Service platforms. Notwithstanding any act or omission by the Company, or any terms to the contrary in the Agreement, Customer is solely responsible for security of Customer Data. Where the Company becomes aware of a situation that is considered a security breach to any part of the Services, the Company shall notify Customer as soon as feasible and may act on Customer's behalf if the Company is unable to appropriately communicate with the Customer in a timely manner to address such situation. In no event shall the Company be liable for any inability, failure or mistake in doing so, nor any security breach that occurs despite its commercially reasonable efforts. The Company makes no representations or warranties of any kind in relation to its efforts to identify and address security breaches.

3.5 Customer is solely responsible for establishing access and user management controls that clearly identify individuals who have access to the Services, account administration, security, technical and/or billing rights ("**Access Control and User Management Controls**") and to communicate same to the Company in a timely and accurate manner. Customer will inform the Company in a timely manner of any change to Customer Access Control and User Management Controls, and shall be solely liable for any inconvenience, delay or damage that may result from any failure by Customer to do so.

3.6 Customer agrees to fully co-operate and assist the Company in a timely manner with any investigation or action taken in relation to the Company's operations and/or provisioning of the Services, confirmation of Customer compliance with the Agreement, and/ or breach of the Agreement by any User.

3.7 In the event of any emergency circumstance that presents a risk of a Service Impact incident or damage to Equipment or any property in the Data Center or data belonging to the Company, a

third party or the Customer, the Company may rearrange any Equipment as is reasonably necessary to respond to the emergency. Additionally, and only as necessary, Company may disconnect or remove any Equipment if the emergency requires such disconnection or removal to avoid damage. Company shall use commercially reasonable efforts to notify Customer prior to rearranging, disconnecting or removing Equipment, and in any case will notify Customer thereafter.

[SLA follows]

Qu Data Centres ™

Service Level Agreement

This SLA forms part of the Product Terms. If the Company is unable to meet the standard of performance for the Services set forth in this SLA, subject to the terms and conditions of this SLA and the applicable terms elsewhere in the Agreement (as this term is defined in the MSA), Customer shall be entitled to a service credit applicable to the affected Service. This SLA shall does not apply in any situation where such standard of performance is not met due to factors caused by or exacerbated by the Customer (including its representatives or contractors) or conditions beyond the reasonable control of Company, including Force Majeure events. The standard of performance set forth herein does not apply to Service Impact caused by Scheduled Maintenance or Emergency Maintenance.

1. Service Impact

Subject to the terms of this SLA, each incident that a Service fails to meet the standard of performance set forth in the tables below shall be defined herein as a "**Service Impact**." The following causes that impacts the Services in any way or results in a Service Impact incident does not qualify for the issuance of service credit under this SLA:

(a) Software application installed by or on behalf of the Customer;
(b) any work (for example, additional technical assistance) performed by Company at Customer's request and direction;
(c) failure of any network or internet infrastructure or technology outside Company's Network that prevents or limits network access to the Services;
(d) targeted attacks, including denial of service attack, hacker activity, or other malicious event or code targeted against Company, Company customer or the Customer (irrespective of DDoS mitigation services provided by Company);
(e) delayed or lack of response by Customer to disruptions that require Customer's participation for problem source identification and/or resolution;
(f) where no trouble has been discovered by the Company;
(g) Scheduled Maintenance or Emergency Maintenance;
(h) acts or omissions of the Customer or Customer's representatives or its other Users; or
(i) Customer's breach of its obligations under the Agreement.

Customer must report Service Impact to Company Support Team in a timely manner using the Company trouble ticketing system. Service Impact incident time begins when the Customer reports Service Impact and the Company is able to confirm such Service Impact, and ends when Company notifies the Customer that the Service Impact has been resolved and the Service is again operating with the applicable standard of performance.

2. Service Credits

Upon Customer's request, for each incident of a Service Impact in any calendar month during the Term, a service credit as defined in the table below for the affected Service shall be applied to the Customer's account. The Customer must request service credits in writing with the Company Support Team within fifteen (15) days of the last day of the calendar month in which the Service Impact occurred. Upon the Company's investigation and confirmation that the applicable standard of performance for the Service was not met, the Company shall issue and apply a service credit to the Customer's account in accordance with the service credit regime set forth below.

3. Outage Notification

Customer shall notify the Company if the Services do not meet the standard of performance set forth below by opening a trouble ticket with the Company Support Team within one (1) day for Service Impact relating to the Recovery Point SLA and five (5) days for any Response Time Standard or Back-up Standard, following which, the Company shall validate the such Service Impact incident. If the Company determines that there is a Service Impact incident, the Company will record it as a Service Impact incident in its system.

4. Standard of Performance for the Services

(a) Report Standard

SERVICE	REPORTING STANDARD	SERVICE CREDIT
Managed Server Administration Services • Proactive Monitoring • Fully Managed **Network Services** • Managed Router • Managed Switch • Managed Firewall	Notify Customer within thirty (30) minutes after Company determines that a Customer component on which Managed Services is provided has experienced an issue. The particular Managed Service tier purchased will dictate the method of reporting.	Service credit equal to one (1) day of pro-rated MRC for the affected Service.

(b) Mean Time to Repair (MTTR) Standard

SERVICE	MONTHLY MTTR	SERVICE CREDIT
Managed Network Services • Managed Router • Managed Switch **Managed Server Administration Services** • Fully Managed	< 8 hours	The MTTR standard applies to the interval between when a Service Impact incident has been identified and when the Company has either notified the Customer that the Service Impact incident has been resolved or has proposed a workaround to the Service Impact incident to the Customer. Upon the Company's verification that the MTTR over a monthly billing period was longer than the MTTR standard, the Company will issue a service credit equal to one (1) day of pro-rated MRC for the affected Service.

5. Claiming Service Credit and Limitations

The following terms apply to all claims for service credit:

(a) Customer must report a Service Impact to Company by opening a Company trouble ticket, together with supporting details about such Service Impact.

(b) If the Customer believes that it has not correctly received the service credit, the Customer must submit a ticket within 14 days after receiving the service credit or being denied the service credit.

(c) Period of Service Impact begins from the time the applicable trouble ticket is received, and the reported Service Impact is validated by Company using its internal monitoring tools.

(d) Customers may not receive a service credit greater than one (1) day of MRC per Service affected by an incident of Service Impact or a series of Service Impacts; and in no event will the Customer receive service credit during any monthly billing period for any Service that is greater than the MRC for the affected Service. For clarity, Service Impact incident that spans from one (1) day to the next shall qualify for a maximum service credit equal to one pro-rated (1) day of MRC for the affected Service.

(e) Service Impacts that arises from a related cause shall be defined as one (1) Service Impact incident for the purpose of calculating a service credit the Customer may be entitled to under this SLA.

(f) Customer must be current and in good standing with its Company account to receive service credit; no service credit will be applied to the Customer account that is past-due or for accounts that are suspended or cancelled prior to an incident of Service Impact. Service Credit will not be applied against any past due balances.

(g) Upon termination of the Service for which the service credit was applied to, any outstanding or previously accrued service credit will be forfeited. Once the service credit has been applied to the Customer account, such service credit will only be applied against the Fees that accrue for the Service affected by a Service Impact after such application.

(h) The Service Credit shall be the Customer's exclusive remedy and Company's entire liability for any breach of the standard of performance for a Service (i.e.: Service Impact).