

PRODUCT TERMS FOR PROFESSIONAL SERVICES

1. General.

- 1.1. **THESE PRODUCT TERMS FOR PROFESSIONAL SERVICES** (these “**Product Terms**”), by reference, is incorporated into either (a) Qu Data Centre Limited Partnership’s (the “**Company**”) Master Services Agreement available at <https://qudatacentres.com/> or, if applicable, (b) the written master services agreement document that was fully executed by the Parties’ authorized representatives (in each case, the “**MSA**”), and therefore, forms part of the Agreement (as this term is defined in the MSA). Unless otherwise expressly defined in these Product Terms, capitalized terms referenced herein shall have the meaning ascribed to them elsewhere in the Agreement.

2. Professional Services

- 2.1. **Provision of Services.** Subject to the terms and conditions of the Agreement, Company will perform certain services (the “**Services**”) as more fully described in the applicable statement of work (“**SOW**”) or Service Order (in each case, referred to herein as the “**Order**”). For clarity, in the case of a SOW, the SOW shall also serve as the Service Order in accordance with the terms of the MSA for the purchase of the Services by the Customer.
- 2.2. **Services.** The description of the Services shall be set forth in the Order, including and applicable Service Documentation (if any) incorporated therein by way of reference. The Company will use commercially reasonable efforts to perform the Services in accordance with the terms of the Order.
- 2.3. **Change Orders.** Any changes to the terms of the Services, including the Fees for Services from that which is set forth in the Order must be agreed to by the Parties in writing (“**Change Order**”) by way of change management process set forth in such Order.
- 2.4. **Subcontractors.** Company may, in its sole discretion, use third party contractors to perform any part of the Services provided that Company remains responsible to the Customer as if Company performed such Services.

3. Fees and Payment

- 3.1. **Fees.** Customer shall be invoiced the amount of the Fees that are set forth in the Order; and the Customer shall pay the Company the invoiced amount without set-offs or deductions of any kind whatsoever. For clarity, if the payment terms applicable to the Fees in the Order conflict with the payment terms elsewhere in the Agreement, then the payment terms in the Order shall take precedence and govern.
- 3.2. **Expenses.** The Fees set forth in the Order do not include expenses that the Company may incur in connection with the performance of Services, such as travel, meals, lodging or other expenses or the cost of materials and third-party services. Any such expenses shall constitute as Fees in accordance with the terms of the Agreement; and unless otherwise expressly set forth in the Order, expenses shall be agreed to by the Parties in advance and shall be payable by the Customer in addition to the Fees for Services.
- 3.3. **Taxes.** The Fees for the Services do not include any applicable excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Services (“**Taxes**”). Except for taxes based on Company’s income, the Customer will pay the applicable Taxes unless Customer

provides Company with a valid tax exemption certificate authorized by the governing tax authority.

4. Customer Duties and Responsibilities

Customer will make available in a timely manner for the Company's use, at no charge to Company, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information (including details of any developments that may delay or prevent the Customer in fulfilling any identified dependencies), resources, materials, parts, equipment, work space at the Customer's premises (if applicable) and personnel reasonably required by Company for the performance of the Services (collectively "**Customer Resource**"). Customer will be responsible for and assumes the risk of any issues, delays or problems resulting from the timeliness, content, adequacy, accuracy, completeness, functionality, competence, or consistency of any Customer Resource. Upon completion of the Services, Company shall return to the Customer the Customer Resource in its possession.

5. Work Product

All work product (including materials, documentation, code, inventions and all other works of authorship) and the associated world-wide rights therein under patent, copyright, design right, interest, trade secret or other property right created or developed by Company in the performance of the Services ("**Work Product**") shall belong to Company unless otherwise expressly agreed to in the Order. Upon full payment of Fees for Services, Company grants to the Customer a perpetual, transferable right to use the Work Product as created upon the completion of the Services. The foregoing in this Section shall not affect or in any way alter any pre-existing intellectual property rights of third-parties incorporated in any Work Product, or used by Company in the performance of the Services.

6. Limited Warranty and Disclaimer

- 6.1. **Limited Warranty.** With respect to the Services performed hereunder, Company warrants to Customer that, for a period of 30 calendar days after the date of on which the Services are completed ("**Warranty Period**"), such Services will substantially conform to any applicable specifications identified (if any) in the Order ("**Specifications**"). In the event that the Services do not conform to Specifications during the Warranty Period as notified by the Customer to Company in writing, Company will, at its sole option and expense (a) correct the Services, including the re-performance of any part thereof; or (b) if Company determines that the foregoing is not commercially reasonable, refund to Customer the Fees paid by Customer relating to the portion of the Services that failed to conform to the Specifications. The foregoing limited warranty in this Section shall not cover or apply to nonconformity of the Services caused, in whole or in part, by: (i) alteration or modification of the Services or Work Product not performed by Company; (ii) software or hardware not identified in the Order, including in the applicable Service Documentation; (iii) the use of software or hardware the Customer knew or ought to have known would not be compatible with the Services and/or Work Product; (iv) abuse, misuse or in appropriate use of the Services or Work Product by the Customer, its representatives or any party authorized by the Customer; (v) any change to Customer's computing infrastructure environment after the completion of the Services; or (vi) the failure of the Customer to inform Company in advance of any information that the Customer knew or ought to have known was material and relevant to Company's performance of the Services. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF COMPANY, AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY IN THIS SECTION

- 6.2. Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1, COMPANY DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF HEREIN OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED

7. Delay and Termination

- 7.1. Once the Parties have executed the Order, the Services thereunder may only be terminated by the Customer in accordance the expressed terms of the Order; however, if not expressly addressed in such Order, then in accordance with the terms of the MSA.
- 7.2. To the extent that the provisioning of the Services are delayed, the Parties shall adjust the timeline of the Services accordingly by way of a Change Order.