STANDARD TERMS AND CONDITIONS FOR CLOUD HOSTING SERVICES

ARTICLE 1 – INTRODUCTION; DOCUMENTS COMPRISING AGREEMENT

1.1   Introduction. Astound Business Solutions, LLC and its Affiliates (collectively, "**Provider**") provide certain cloud hosting and related services (collectively, the "**Cloud Hosting Services**") via a service delivery platform that will be operated by a third-party provider called 11:11 Systems. These Standard Terms and Conditions for Cloud Hosting Services (these "**Cloud Hosting T&Cs**") may be incorporated by reference into one or more Service Orders that are executed by and between Provider and the customer specified in such Service Order(s) ("**Customer**"). When so incorporated, these Cloud Hosting T&Cs together with the applicable Service Order(s) shall be collectively referred to as the "**Agreement**" between Provider and Customer and shall govern Provider's provision of Cloud Hosting Services to Customer. For purposes of the Agreement, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) Digital West Networks, Inc., (ii) Wave Business Solutions, LLC, (iii) RCN Telecom Services, LLC, and (iv) Grande Communications Networks, LLC. Each of Provider and Customer may be referred to in the Agreement as a "**Party**" and together as the "**Parties**."

1.2   Incorporation of Additional Documents. The following documents are incorporated into these Cloud Hosting T&Cs by this reference and constitute a part of these Cloud Hosting T&Cs:

(a)   The Service Schedule posted on the 11:11 Systems website at the following URL: https://1111systems.com/legal/service-schedule (the "**Service Schedule**"); and

(b)   The Acceptable Use Policy posted on the 11:11 Systems website at the following URL: https://1111systems.com/legal/acceptable-use-policy/ (the "**AUP**").

For purposes of this Service-Specific T&Cs, all references in the Service Schedule and the AUP to "11:11 Systems" shall be deemed to be references to "Provider."

1.3   Service Schedule and AUP Subject to Future Updates. Both the Service Schedule and the AUP may be updated at any time and from time to time without notice to Customer. Customer understands and agrees that it is Customer's responsibility to review both the Service Schedule and the AUP with reasonable frequency to keep abreast of any changes. Customer's continued use of the Cloud Hosting Services after any update to the Service Schedule and/or the AUP shall constitute Customer's agreement to the revised terms and conditions of the Service Schedule and/or the AUP, as applicable.

1.4   Service Orders. The purchase of Cloud Hosting Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Cloud Hosting Services to Customer. Service Orders shall clearly specify the following: (i) the type and quantity of Cloud Hosting Service at issue; (ii) the initial term of the Service Order (the "**Initial Service Term**"); (iii) the pricing for the Cloud Hosting Services being ordered, including (a) the initial monthly recurring charges ("**MRC**") for the Cloud Hosting Services, and (b) any non-recurring charges ("**NRC**") associated with installation and initial provisioning of the Cloud Hosting Services; and (iv) any other terms or conditions specific to the particular Service Order.

1.5   Potential Price Increases. Provider retains the right, at any time during the Service Term of a Service Order, to increase the MRC for the Cloud Hosting Services to pass-through any price increases imposed on Provider; provided, that in no event shall any such increase exceed Provider's increased direct costs to deliver the Cloud Hosting Services to Customer. Provider shall give Customer at least thirty (30) days' advance written notice of any such price increases.

1.6   Service Level Agreement. Attached to this Agreement as Exhibit A is the service level agreement ("**SLA**") applicable to the

Cloud Hosting Services. Should Provider fail, on any one or more occasions, to deliver any one or more of the Cloud Hosting Services to Customer in accordance with all of the terms and conditions contained in the SLA, Customer shall be entitled, as Customer's sole and exclusive remedy for such failure, to claim the remedies set forth in the SLA.

1.7   Order of Precedence. In the event of a conflict between the provisions of any of the documents comprising the Agreement, the documents shall have the following order of precedence unless expressly stated otherwise in the applicable Service Order: (i) the Service Schedule; (ii) the main body of this Cloud Hosting T&Cs (including the SLA); (iii) the applicable Service Order; and (iv) the AUP.

ARTICLE 2 – TERM AND RENEWAL

The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a "**Renewal Term**"). During any Renewal Term for a Service Order, either Party may terminate the Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. Written notice of termination by Customer must be given to Provider by completing and submitting the online "Change of Service" form on the Astound Business Solutions website located at http://www.astound.com/business/support/macd. The total period of time a Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING AND ACCEPTANCE

Customer and Provider shall reasonably cooperate with one another in good faith to perform the initial installation of the Cloud Hosting Services and/or the initial migration of Customer's data to the Cloud Hosting Services. Customer and Provider shall agree upon an installation and migration plan and schedule that is reasonably acceptable to both parties. Once Provider believes Customer's Cloud Hosting Services have been successfully installed and migrated, Provider and Customer shall cooperate to test same for the purpose of verifying that all Customer data has been successfully transferred to the Cloud Hosting Services and the Cloud Hosting Services are correctly configured and functioning properly. The date on which Provider and Customer successfully complete acceptance testing shall be the "**Service Commencement Date**" for the Cloud Hosting Services. The Initial Service Term shall commence on the Service Commencement Date. Customer shall have ten (10) business days following the Service Commencement Date in which Customer may notify Provider that some or all of the Cloud Hosting Services are not functioning properly. If Customer notifies Provider of problems with the Cloud Hosting Services within that ten (10) business day time period, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Cloud Hosting Service at issue and to have confirmed that the Cloud Hosting Services have been installed and are functioning properly as of the Service Commencement Date.

ARTICLE 4 – USE OF CLOUD HOSTING SERVICES

All Cloud Hosting Services provided to Customer pursuant to this Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Cloud Hosting Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Cloud Hosting Services for commercial purposes that are competitive with Provider's business. Customer's use of the Cloud Hosting Service shall at all times comply with all applicable laws, rules and regulations of any governmental authority having valid jurisdiction.

ARTICLE 5 – SOFTWARE LICENSES

5.1   Software Licenses. Customer expressly acknowledges that in connection with Customer's use of the Cloud Hosting Services and/or as a requirement for Customer to be able to use the Cloud Hosting Services, Provider may provide Customer with a license or the right to use software under the terms of a separate license from a third-party licensor. **CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE ARE LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY**

LICENSOR AND THAT ANY AND ALL CLAIMS THAT CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE PROVIDED TO CUSTOMER BY PROVIDER REGARDING THE PERFORMANCE OR FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST PROVIDER. PROVIDER DOES NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING ANY RELATED SERVICES THAT MAY BE AVAILABLE FROM THE THIRD-PARTY LICENSOR OR OTHERWISE) DISTRIBUTED BY PROVIDER, AND PROVIDER HEREBY DISCLAIMS AND EXCLUDES ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.

5.2   Audit Rights.   At reasonable intervals during the term of this Agreement and upon at least five (5) days' prior notice to Customer, Provider shall have the right to audit the records of Customer that document software licenses purchased or used by Customer in connection with Customer's use of the Cloud Hosting Services and/or relating to Customers' compliance with its obligations under this Agreement, by means of requests for supporting documents. Customer shall cooperate reasonably (and at its own expense) with the Provider's exercise of the audit rights set forth in this Section 5.2.

ARTICLE 6 – PAYMENT AND BILLING

6.1   Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to the Cloud Hosting Services as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Cloud Hosting Services having an NRC, Provider shall invoice Customer for the NRC upon full-execution of this Agreement. Except for amounts disputed in good faith by Customer pursuant to Section 6.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

6.2   Disputed Invoicing.   If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 16.3 and 16.4 below.

6.3   Applicable Taxes. All charges for Cloud Hosting Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Cloud Hosting Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

6.4   Suspension of Cloud Hosting Services for Non-Payment. At any time, upon providing five (5) days' prior written notice to Customer, Provider may temporarily suspend provision of the Cloud Hosting Services if: (i) Customer fails to pay any undisputed amount to Provider when due; or (ii) Customer fails to pay any undisputed amount when due and has previously failed twice to pay any other undisputed amounts when due under this Order; *provided that*, upon receipt of Customer's payment of all amounts then due and payable under this Order, Provider shall promptly resume providing the affected Cloud Hosting Services.

ARTICLE 7 – DATA PROTECTION LAWS

7.1   <u>Definitions</u>. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(i)   "**Data Protection Laws**" means (A) all governmental laws, codes, rules, orders, and regulations applicable to the collection, storage, use, and other processing of Customer information (including without limitation data privacy laws applicable to Customer or Customer Data); and (B) all industry standards, codes of conduct, and best practices applicable to the collection, storage, use, and other processing of Customer information, including Payment Card Industry (PCI) standards. Applicable Laws include, without limitation, Massachusetts Regulation 201 CMR 17.00; California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018(CCPA)); California Proposition 24 (also known as the California Privacy Rights Act (CPRA)); the U.S. Health Insurance Portability and Accountability Act of 1996; the Gramm-Leach-Bliley Act (GLBA); the U.S. Health Information Technology for Economic and Clinical Health Act (in each case as amended repealed, consolidated or replaced from time to time); and any other data protection laws and regulations relating to data protection and privacy that apply to Customer's handling or use of Protected Information.

(ii)   "**Customer Data**" means all Customer data (including Protected Information) and software hosted or otherwise stored by Provider in connection with the provision of the Cloud Hosting Services.

(iii) "**Protected Information**" means personally identifiable information (including, without limitation, credit card numbers, individuals' dates of birth, and tax identification numbers) that is transmitted or maintained in any form or medium by Customer and which is subject to Data Protection Laws.)

7.2   <u>Compliance with Data Protection Laws</u>. Customer acknowledges that at all times it is responsible for understanding and complying with applicable Data Protection Laws in its use of the Cloud Hosting Services. In addition, and consistent with (and without limiting) this general obligation, Customer further agrees that:

(i)   Customer shall use the Cloud Hosting Services to store or transmit Protected Information only in compliance with applicable Data Protection Laws;

(ii)   Customer shall not use the Cloud Hosting Services for the storage or transmission of Protected Information unless the Protected Information has been secured by Customer so as to render it unusable, unreadable, or indecipherable to unauthorized individuals through the use of valid encryption processes or other applicable safeguards; and

(iii) Customer shall utilize processes on all Protected Information to be transmitted or stored using the Cloud Hosting Services to ensure that the Protected Information is encrypted (a) during transmission to and from storage using the Cloud Hosting Services, and (b) at all times while stored using the Cloud Hosting Services.

7.3   <u>Indemnification of Provider</u>. Customer shall defend, indemnify, and hold Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all claims under Data Protection Laws relating to Customer's use of Provider's networks and services (including the Cloud Hosting Services) for the storage and processing or other usage of any kind of Protected Information or any other Customer Data (including Protected Information).

ARTICLE 8 – RECOMMENDATION TO MAINTAIN OTHER COP(Y/IES) OF CUSTOMER DATA

8.1   <u>Acknowledgement of Recommendation</u>. Customer acknowledges that the Cloud Hosting Services are not intended to be used as the sole repository for any Customer data or information (including, without limitation, Customer Data and Protected Information) or software, and that Customer is advised to maintain a separate copy or copies of all Customer data and information

(including, without limitation, Customer Data and Protected Information) and software stored by Provider in connection with the Cloud Hosting Services on servers other than those provided or maintained by Provider (or Provider's contractor(s)) pursuant to this Agreement.

8.2   No Liability for Lost or Damaged Data. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER HAVE ANY LIABILITY TO CUSTOMER FOR OR IN RESPECT OF (i) THE COSTS OF RELOADING, REPLACING, OR RECREATING ANY LOST OR DAMAGED INFORMATION, DATA OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY CUSTOMER DATA AND/OR PROTECTED INFORMATION), OR (ii) THE LOSS OF INFORMATION, DATA OR SOFTWARE IN ANY WAY TRANSMITTED OR STORED USING PROVIDER'S NETWORKS OR SERVICES (INCLUDING, WITHOUT LIMITATION, THE CLOUD HOSTING SERVICES). THE EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH IN ARTICLE 13 BELOW.

ARTICLE 9 – CONFIDENTAILITY

9.1   Definition of Confidential Information. "**Confidential Information**" shall mean all information, including this Agreement, the telecommunications and/or computing needs of Customer and the services that Provider offers, and all data Customer uploads to the Cloud Hosting Services, which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All Customer Data, all Protected Information, all written or oral pricing and contract proposals, and all network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of this Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

9.2   Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Section 9 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Section 9.

ARTICLE 10 – DEFAULT AND REMEDIES

10.1   Customer Default. Each of the following shall constitute a default by Customer under this Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within five (5) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it,

seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

10.2   Remedies for Customer Default. In the event of a Default by Customer under this Agreement, Provider may, at its option: (i) suspend any applicable Cloud Hosting Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under this Agreement as if such suspension of Cloud Hosting Services had not taken place); (ii) terminate the applicable Cloud Hosting Service(s) and/or this Agreement; and/or (iii) pursue any other remedy available to Provider under this Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 10.2, Customer shall pay to Provider the Termination Charge described in Section 11.4 below.

10.3   Provider Default. Each of the following shall constitute a Default by Provider under this Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

10.4   Remedies for Provider Default. In the event of a Default by Provider under this Agreement, Customer may, at its option: (i) terminate the applicable Cloud Hosting Service(s) and/or this Agreement; and/or (ii) pursue any other remedy available to Customer under this Agreement or applicable law. Early termination by Customer shall be accomplished by completing and submitting the online "Change of Service" form on Provider's website located at http://www.astound.com/business/support/macd. In the event of early termination for Provider Default pursuant to this Section 10.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Cloud Hosting Service(s), and Customer shall have no further liability to Provider. Early termination by Customer pursuant to this Section 10.4 shall not relieve Customer of its obligations to pay all Fees incurred for Cloud Hosting Services actually provided to Customer prior to the early termination date.

ARTICLE 11 – EARLY TERMINATION

11.1   Early Termination for Uncured Default. As set forth in Section 10.2 and Section 10.4 above, either Party may terminate this Agreement due to an uncured Default on the part of the other Party.

11.2   Early Termination for Customer Convenience. Customer may, at any time after executing this Agreement, discontinue one or more of the Cloud Hosting Services ordered and/or terminate this Agreement in its entirety by giving at least sixty (60) days' advance written notice to Provider by completing and submitting the online "Change of Service" form on the Astound Business Solutions website located at http://www.astound.com/business/support/macd. Any early termination of one or more Services pursuant to this Section 11.2 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 11.4 below.

11.3   Early Termination by Provider Due to Termination By Hosting Vendor. In the event that, at any time during the Service Term, 11:11 Systems, the third-party vendor that is providing the Cloud Hosting Services to Provider, terminates the services it provides to Provider for any reason or for no reason, then Provider may terminate the Cloud Hosting Services it is providing to Customer pursuant to this Agreement, by giving at least sixty (60) days' advance written notice of termination to Customer. In the event Provider terminates the Cloud Hosting Services pursuant to this Section 11.3, Customer will pay to Provider all outstanding NRC and the MRC for the terminated Cloud Hosting Services provided by Provider before the termination date, and thereafter neither Party will have any further liability to the other under this Agreement.

11.4   Termination Charge. In the event of termination due to Customer's uncured Default pursuant to Section 10.2 above, or Termination for Customer Convenience pursuant to Section 11.2 above, Customer shall pay a Termination Charge to Provider. The

"**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Cloud Hosting Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Cloud Hosting Services that has not yet been paid to Provider; (iii) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Cloud Hosting Services during the first (1st) year of the Service Term; (iv) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Cloud Hosting Services during the second (2nd) year of the Service Term; (v) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Cloud Hosting Services during the third (3rd) year of the Service Term; (vi) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Cloud Hosting Services during the fourth (4th) and later years of the Service Term (if applicable); and (vii) the depreciated value of any hardware specifically requested or required by the Customer (and listed in the Cloud Hosting Service Order) and then procured by Provider pursuant to the Cloud Hosting Service Order to provide the terminated Cloud Hosting Services. (For clarity and avoidance of doubt, the Parties acknowledge and agree that prong 11.4(vii) will only apply to hardware purchased by Provider solely and specifically as documented in the terminated Cloud Hosting Service Order and will not apply to hardware purchased by Provider for any other reason.) If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Cloud Hosting Services at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

ARTICLE 12 – EFFECT OF TERMINATION

12.1   Destruction of Data Upon Termination.   Within ninety (90) days after the expiration or earlier termination of this Agreement, Provider will destroy all Customer Data hosted or stored by Provider in connection with the Cloud Hosting Services in accordance with the NIST 800-88 data destruction standards. During the ninety (90) day period between the expiration or earlier termination of this Agreement and destruction of the Customer Data, Customer is responsible for migrating the Customer Data to a new location at Customer's sole cost and expense, and Customer acknowledges that once Customer Data has been destroyed by Provider, it can no longer be recovered or otherwise restored. Upon the expiration or earlier termination of this Agreement, Customer may request and prepay Provider for a period not to exceed 90 days during which Provider will not destroy the Customer's Data (a "**Transition Period**"). Customer may also request that the Provider assist with the migration of Customer's Data either before the expiration or earlier termination of this Agreement or during the Transition Period. Provider's continued hosting or storage of Customer Data during a Transition Period and any migration assistance provided by Provider shall be subject to the Parties' execution of a new order or an amendment to the original Cloud Hosting Services Order (either, a "**Transition Services Order**"), and further shall be at Customer's expense, as provided for in the applicable Transition Services Order. ***Customer acknowledges that in the absence of a duly executed Transition Services Order, all Customer Data stored by Provider as part of the Cloud Hosting Services will be irretrievably destroyed in the manner specified in the first sentence of this Section 12.1.***

12.2   Cessation of Software Use.   Immediately upon the expiration or earlier termination of this Agreement, Customer shall uninstall and discontinue all use of any software in respect of which a software license was provided by Provider pursuant to this Agreement or otherwise in connection with Customer's use of the Cloud Hosting Services.

ARTICLE 13 – LIMITATION OF LIABILITY

13.1   General Limitations.   Neither Party shall be liable to the other Party for any loss or damage occasioned by a Force Majeure Event. Except for Customer's obligation to pay Fees, and except as expressly provided to the contrary elsewhere in the Agreement, Each Party's aggregate liability to the other Party for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by the damaged Party; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Cloud Hosting Services at issue during the twelve (12) month period immediately preceding the event giving rise to the claim.

13.2   No Special Damages.   EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 9 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 14 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT

BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

13.3   Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY CLOUD HOSTING SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

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ARTICLE 14 – INDEMNIFICATION FOR THIRD-PARTY CLAIMS

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14.1   Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's use of the Cloud Hosting Services; (ii) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under this Agreement; (iii) Customer's noncompliance with or Default under this Agreement; (iv) any allegation that the content of any communications transmitted by Customer via or stored by Customer on Provider's networks and/or services (including the Cloud Hosting Services) infringes, misappropriates, or violates the rights of a third party; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under this Agreement.

14.2   Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under this Agreement; (ii) Provider's noncompliance with or Default under this Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under this Agreement.

14.3   Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 14, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

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ARTICLE 15 – FORCE MAJEURE EVENTS

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Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 6) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 16 – DISPUTE RESOLUTION

16.1   General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 16 with respect to any controversy or claim (each, a "**Dispute**") arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Sections 16.2 and 16.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

16.2   Negotiations. Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 6, compliance with the negotiation procedures described in Section 6.2 shall be in lieu of the provisions of this Section 16.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service. Any Dispute that is not resolved by negotiation and is not submitted to mediation shall be resolved by binding arbitration pursuant to Section 16.4 below.

16.3   Mediation. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. Any Dispute submitted to mediation that is not resolved within sixty (60) days of submitting the Dispute to mediation shall be resolved by binding arbitration as provided in Section 16.4 below.

16.4   Binding Arbitration. Any arbitration hearing shall be before a single neutral arbitrator and shall be held in the San Francisco, California offices of Judicial Arbitration & Mediation Services, Inc., or a similar professional dispute resolution organization. The arbitration shall be administered pursuant to the commercial arbitration rules and procedures of the American Arbitration Association. The Parties shall equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all disputes.

16.5   Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Delaware. Any judicial action arising in connection with the Agreement shall be in the Superior Court of the State of Delaware in and for New Castle County, or in the Federal District Court for the District of Delaware, as applicable. Customer waives all defenses of lack of personal jurisdiction and forum non conveniens. ***Each party irrevocably waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.***

ARTICLE 17 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 17, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 18 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing. Notices to Provider shall be directed to Provider's address set forth below. Notices to Customer shall be directed to Customer's addresses set forth in the applicable Service Order. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

Provider's Address for Notices:	**With a Copy to:**
Astound Business Solutions, LLC	Astound Business Solutions, LLC
650 College Road East, Suite 3100	650 College Road East, Suite 3100
Princeton, NJ 08540	Princeton, NJ 08540
ATTN: Business Solutions	ATTN: Legal Department

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 19 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 20 – MISCELLANEOUS

20.1   Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

20.2   No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

20.3   Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

20.4   Exhibits. The following Exhibit, which is attached to this Cloud Hosting T&Cs, is incorporated herein and by this reference made a part of this Cloud Hosting T&Cs:

       EXHIBIT A   -   Service Level Agreement for Cloud Hosting Services

20.5   Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not

a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

20.6   Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to these Cloud Hosting T&Cs may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

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Astound Business Solutions

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EXHIBIT A
to
Standard Terms and Conditions for Cloud Hosting Services

Service Level Agreement for Cloud Hosting Services

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This Service Level Agreement for Cloud Hosting Services (this "**SLA**") is a part of the Standard Terms and Conditions for Cloud Hosting Services (the "**Cloud Hosting T&Cs**") to which it is attached. Unless otherwise provided in the applicable Service Order, this SLA shall apply to the Cloud Hosting Services provided to Customer by Provider pursuant to the Cloud Hosting T&Cs.

Section 1: Infrastructure and Service Availability. Provider shall use commercially reasonable efforts to make sure that the Cloud and Datacenter Resources are available each calendar month according to the table below.

Service	Availability
Bare Metal	100%
Colocation	100%*
IaaS (Astound Cloud and Astound Secure Cloud)	100%
BaaS (Astound Secure Cloud Backup)	100%
DRaaS (Astound Secure Disaster Recovery as a Service)	100%
Astound Secure Cloud Backup for Office 365	100%
Astound Secure Cloud Object Storage	100%

*This Colocation availability SLA is exclusively applicable to the Astound provided infrastructure and it applies only if the Customer provided equipment supports dual power connected to redundant A+B power circuits.

The Cloud Hosting Services will be deemed unavailable if (a) the Customer can neither transmit nor receive data to or from the Cloud Hosting Services (whereby inability is confirmed by way of Customer documentation that verifies said inability is due to an issue with the Provider's equipment) and (b) such inability has been communicated to the Provider in sufficient detail to enable the Provider to open a case in respect thereof. The Provider Resources shall not be deemed unavailable (without limitation) in the event of any one or more of the following:

(i)   Any circumstances whatsoever which are not within the reasonable control of Provider or its subcontractor(s);

(ii)   Force Majeure events;

(iii)   Virus activity and/or hacking attempts;

(iv)   In accordance with a court order or any requirements of any authority or other competent local authority;

(v)   Periods of scheduled or emergency maintenance on Provider-provided infrastructure of which the Customer has been notified;

(vi)   Failure or malfunction of the Customer's or End-User's connection to the Provider Network (e.g. via the public internet or the Customer's own network) or related problem beyond the Provider Network Demarcation Point;

(vii)   Failure or malfunction of equipment, software, or other technology not owned or controlled by Provider;

(viii)   Failure to comply with any terms of Provider's then-current Acceptable Use Policy;

(ix)   Failure or malfunction caused by Customer over-provisioning Reserved Resources in excess of the specifications set out on the Work Order;

(x)   A malfunction that results from inconsistencies in the environment or unavailability that result from changes in the Customer's source environment, including either intentional or accidental connection or disconnections to the environment;

(xi)   A malfunction that results from any action or inactions of Customer or any third party;

(xii)   A malfunction that results from anyone gaining access to the Cloud Resources by means of Customer's passwords or equipment;

(xiii)   Any failure to restore an environment from a Cloud Backup file chain in Astound Cloud Services (Astound Secure Cloud Backup with Veeam only); or

(xiv)   Unavailability of any management console or APIs.

In the event Customer experiences unavailability or any other problems with Customer's Cloud Hosting Service, Customer shall contact Provider's Commercial Network Operations Center ("**CNOC**") either via email to CommercialNOC@astound.com or by calling 888-317-0488 and open a Trouble Ticket regarding the problem. The duration of any unavailability or other failure to meet the target metrics set forth in this SLA commences when Customer opens a Trouble Ticket regarding the problem and ends when the problem has been resolved and the Cloud Hosting Service is again functioning properly.

Section 2: Service Performance.

2.1   Cloud Storage

2.1.1   Storage Performance Target. Provider shall offer different storage types with targeted performance according to the following chart:

Storage Type	Average Performance	Average Response Time Target (Read/Write)
Advanced/Accelerated Storage	500 IOPS per TB	1 ms (millisecond)
SSD Storage	2000 IOPS per TB	1 ms (millisecond)

2.1.2   Storage Performance Limits. The storage is capable of very high IOPS, and that enables the Provider to allow Customers

to occasionally burst IOPS over the guaranteed aggregated average IOPS for no additional charge. However, if the Provider determines, in its sole discretion, that the Customer's IOPS bursting is excessive or detrimental to overall storage performance, then, the Provider will notify the Customer about the excessive bursting and work with the Customer to: (a) correct the issue causing the excessive bursting, or (b) upgrade to the next available storage tier. If the Customer and Provider cannot come to a resolution within 30 days after the notice, the Provider shall, at its sole discretion, rate limit such IOPS until the Customer can correct the issue causing the excessive bursting.

2.2   DRaaS

2.2.1   Recovery Time Objective (RTO). Once the Customer has completed a successful test of the then-current Recovery Plan with the Provider's involvement, the Provider shall use commercially reasonable efforts to ensure that Failover occurs at the average rate of 1 Virtual Machine per minute; and

2.2.2   Recovery Point Objective (RPO). Customer's RPO is determined and reflected based on settings in the replication engine software, and, as a result, the Provider can only offer guarantee on best efforts in assisting Customer to achieve that RPO dependent on Customer's bandwidth and configuration.

Type	SLA
Recovery Time Objective (RTO)	Average of 1 Virtual Machine per Minute
Recovery Point Objective (RPO)	Based on Recovery Group settings

Section 3: Technical Ticket Response. The Provider shall use commercially reasonable efforts to make sure that the Technical Ticket Response Management process adheres to the Targets set out in the chart below.

Severity	Description	Initial Response Target	Resolution Target	Response Target
Severity 1	Production system down: A service is "down" or there is a critical impact to the customer's business operations.	< 15 mins	< 2 hrs	100%
Severity 2	System impaired: Customer's business has moderate loss or degradation of services and can reasonably continue in an impaired or restricted manner.	< 30 mins	< 4 hrs	100%
Severity 3	General guidance: Customer has a general question or need help using an Astound product/service.	< 2 hrs	< 16 hrs	100%

Section 4: Billing Credits. If the Provider does not meet its obligations under the terms of this SLA during a particular month during the Service Term, the Provider shall, at the Customer's request, provide the applicable service credit ("Credit") set out in the chart below. The Credits in this Section shall not apply to Provider Customers that have contracted with the Provider through either a Veeam Service Agreement or a third party Reseller.

Condition	Billing Credit
Monthly Uptime Percentage < 100.00% and >= 99.95%	1% of Monthly Service Fee Billed for Affected Cloud/Data Center Resource
Monthly Uptime Percentage < 99.95% and >= 99.00%	5% of Monthly Service Fee Billed for Affected Cloud/Data Center Resource
Monthly Uptime Percentage < 99.00% and >= 98.00%	10% of Monthly Service Fee Billed for Affected Cloud/Data Center Resource
Monthly Uptime Percentage < 98.00%	15% of Monthly Service Fee Billed for Affected Cloud/Data Center Resource

The following conditions must be met to be eligible for Credits:

4.1   To be eligible for any SLA-related Credit, Customer must be current in its financial obligations to Provider. A Credit shall be applicable and issued only if the aggregate amount of Credits for the applicable monthly billing cycle is greater than ten dollars ($10 USD). Provider shall only apply Credit against future payments otherwise due from Customer. Credits are not transferable or redeemable for cash. Credits may not be transferred or applied to any other account.

4.2   To request a Credit, the Customer must submit a written request for the Credit to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the Credit occurred. Customer's request must include the following information: (i) Customer name and contact information; (ii) Trouble Ticket number(s); (iii) the date and beginning/end time of the claimed outage or failed SLA metric; and (iv) a brief description of the characteristics of the claimed outage or failed SLA metric. If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related Credit for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such Credit. The Credits provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Cloud Hosting Services to which this SLA applies.

4.3   All claims for SLA-related Credits and other remedies are subject to evaluation and verification by Provider. Upon receiving a claim for SLA-related Credit or other remedy, Provider will evaluate the claim and respond to Customer within thirty (30) days. If Provider requires additional information in order to evaluate Customer's claim, Provider will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Provider's request for additional information in which to provide the requested information to Provider. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Provider will promptly notify Customer of Provider's resolution of each Customer claim. If Customer's claim for an SLA-related Credit or other remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a Credit is approved, Provider will issue the Credit to Customer's account, to appear on the next monthly invoice. Provider's good faith determination regarding whether or not a Credit is due shall be final.

Section 5: Limitations and Exclusions. Total Credits for any given calendar month shall not exceed 100% of the MRC for the affected Cloud Hosting Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable Credit amount. This SLA will not apply and Customer will not be entitled to any Credit under this SLA for any impairment of the Cloud Hosting Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Cloud Hosting Services; (ii) the failure of or refusal by Customer to reasonably cooperate with Provider in diagnosing and troubleshooting problems with the Cloud Hosting Services; (iii) scheduled service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Provider or Provider's Affiliates; (v) Force Majeure Events; or (vi) Provider's inability (due to no fault of

Provider) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Cloud Hosting Services.

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