



Master Services Terms and Conditions

This Master Services Terms and Conditions (this "Agreement" or "MSTC") is a legal and binding contract between Global IP Networks and its affiliates ("we", "our" or "us") and You ("Customer", "Your", "User" or "End User"). This Agreement contains the terms and conditions that govern Your access to and use of the service offerings ("Service" or "Services") or the entity You represent. This Agreement takes effect when You use our Services. Using our Services indicates that You have read and accepted the terms of this Agreement. If You do not agree with any of the terms of this Agreement, You are not allowed to access or otherwise use our Services. In the event of a conflict between the terms stated in this MSTC and the Service Order and any attachment or addendum, this MSTC shall take precedence over the Service Order and attachment or addendum, and the Service Order shall take precedence over the attachment or addendum.

1. DEFINITIONS

"ACL" means Authorized Contact List or list of personnels authorized by You to access Your asset.

"Commencement Date" means the date when You start using our Services.

"MRC" means Monthly Recurring Charge or monthly recurring fee.

"NRC" means Non Recurring Charge or one time fee.

"Protected Information" means any (i) non-public or private personal information, (ii) Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), and (iii) all other information that is the subject of legal or regulatory security requirements.

"Service Order" means Proposal, Sales Order, Product and Service Order or Order Form.

2. SERVICES

IMPORTANT: You must notify us ahead of time if any PI will be present in the scope of work and will require a Business Associate Agreement (BAA). We are committed to protecting PHI and will limit its exposure to the best of our ability. We reserve the right to deny any support request that may lead to a material breach.

2.1. Data Center Services

Data Center Services covers colocation services (servers or appliances hosting), including space, power, Direct Internet Access (DIA) and other connectivity services as part of the colocation services. The Data Center Services Acceptable Use Policy ("AUP") is covered in Exhibit A.

2.2. Information Technology ("IT") Services

IT Services cover a broad range of IT related services such as, but not limited to IT consulting, IT as a Service, Security as a Service, Desktop as a Service, Backup as a Service, Infrastructure as a Service, Platform as a Service, Managed Network Management (wired or wireless), cloud services and dedicated server services. The IT Services AUP is covered in Exhibit B.

2.3. Support Priority Level

The following support priority level applies to all services:

Priority Level	Technical Impact Level and Description	Sample of Client Impact and Description	Initial Response Time	Recovery Time Objective
LOW	Impact Level: Minor. Production environment and End User can continue normal operations. Non service impacting. Event will be addressed in the order in which it was received after all other issues are solved.	Regular maintenance that can be scheduled in advance.	< 30 min	Per impact
NORMAL	Impact Level: Moderate. Production environment can continue normal operations. End user is the only one impacted. Events will be addressed before the Low priority request.	User requests for password resets, user level network problem.	< 30 min	ASAP - Best Effort

HIGH	Impact Level: Significant. Production environment and end user(s) are affected. The business unit can continue operation under low efficiency. Events will be addressed before the Normal priority request.	A group level network issue reducing efficiency in the business operations.	< 30 min	ASAP - Best Effort
911	Impact Level: Extensive. Most or all business units are impacted and inoperable. Events will be addressed before the High priority request.	Catastrophic event causing a total outage for all users and departments.	< 30 Min	ASAP - Best Effort

3. INITIAL AND RENEWAL TERMS

Unless defined otherwise in the Service Order, the initial term of a Service Order shall be three (3) years and will be renewed with one (1) year renewal term perpetually thereafter until canceled in writing by either party with no less than ninety (90) day cancellation notice before the then term expires.

4. RATES AND PAYMENTS

You expressly acknowledge and agree to pay all the charges and fees defined in this Agreement for the entire term, using one of the payment methods we support. You agree that all amounts payable by You under this Agreement will be paid to us on or before the due date without setoff or counterclaim, and without any deduction or withholding. It is imperative that payments are made promptly to avoid any disruption to services or potential account termination.

Unless otherwise defined in the Service Order, all services shall be invoiced in advance and payment shall be due at the beginning of service or on the first day of each month, whichever is sooner. All prices are in US dollars. You agree to pay in full any processing or transaction fees that arise from bank charges, returned checks or any other third party charges.

If You dispute any amount of an invoice, You agree to pay the undisputed amount before or on the due date of such invoice, and submit a written statement detailing the disputed amount, setting forth the particulars thereof. For consideration, all disputes must be submitted in writing within fifteen (15) days upon receipt of invoice. In the event that the disputed invoice is resolved in our favor, You agree to submit the full payment within seven (7) days of such resolution to avoid any late fees or suspension of services.

Since we do not have control over the price of third party suppliers, power and utilities, should there be an increase of the price due to but not limited to policy change, inflation, deflation, war, volatile market or dire economic circumstances, we may adjust the fees accordingly to the Products and Services that are affected by such event. Service fees may be subject to the 3.5% price increase after the Initial Term and every twelve (12) months thereafter.

Late payments will accrue interest on the unpaid sum after thirty (30) days at the lesser of the highest legal rate of interest permitted in the State of Texas or one and one-half percent (1.5%) per month. If we do not receive the due payment on or before the due date, You agree and grant us the following rights, until all charges and fees are paid in full, without us being liable for prosecution or damages: (i) for invoices thirty (30) days past due, we may restrict access (physical or logical) and support; (ii) for invoices sixty (60) days past due, we may suspend all services and place a lien on your assets.

5. SUSPENSION, TERMINATION AND LIABILITY

5.1. Material Breach

Either party shall notify the other party promptly and without unreasonable delay upon learning of any actual or suspected material breach. Except as provided in Section 5.2, either party may terminate this Agreement or any Service Order if the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days or other agreed time frame following the receipt of written notice from the non-breaching party (excluding any breaches relating to the payment of charges and fees, which shall not require further notice as to due date). Either party may terminate this Agreement for cause immediately if the other party files for bankruptcy, becomes insolvent or makes an assignment for the benefit of creditors, or if a Trustee is set up to administer a substantial portion of the other party's assets or business.

5.2. Following Suspension of Services

In the event that a service is suspended due to non performance as defined in Section 4, we may, without further notice and obligation to You, terminate this Agreement and any Service Orders. We will exercise all remedies available under the applicable law.



5.3. Termination Upon Expiration

You may terminate a Service Order by providing no less than ninety (90) days cancellation notice (or that which is defined in the Service Order) prior to the expiration date of such service. Cancellation notice must be submitted in writing.

5.4. Termination for Convenience

You may cancel or terminate a Service Order for convenience by providing no less than ninety (90) days cancellation notice (or that which is defined in the Service Order) prior to the termination date. We may incur considerable consequences and losses in the event that You terminate a Service Order for convenience. Such consequences and losses would be difficult, if not impossible to estimate. Therefore, You agree to pay us a Termination Fee equals a minimum of 50% of the total unpaid fees for the remainder of the term beyond the termination date for any Service Order terminated under this Section 5.4. You also agree to pay us all amounts due pursuant to Section 5.5. You acknowledge and agree that we are only agreeing to provide You a right to terminate for convenience conditioned upon (i) Your payment of the Termination Fee and all amounts due pursuant to Section 5.5; and (ii) that absent payment of these fees, You shall have no right to terminate this Agreement or any Service Order under this Section.

5.5. Consequences of Termination

Upon termination of this Agreement or any Service Order for any reason other than termination by You under Section 5.1 or 5.3, You agree to immediately pay us upon the receipt of invoice for each Service Order terminated: (i) all unpaid charges and fees defined in the Agreement or Service Order; and (ii) all unpaid third party charges and fees incurred by us. Rights and obligations which by their nature continue after the termination or expiration of this Agreement or Service Order shall survive and bind the parties, their successors, heirs and permitted assigns.

6. INSURANCE

Each party shall maintain commercial general liability, property, casualty and business interruption insurance with individual policy limits of not less than \$500,000 per occurrence. Your insurance shall be primary over ours. You waive and shall require Your insurers to waive any rights of subrogation against us, our agents, directors and employees.

7. DISCLAIMER

7.1. Third Party Product and Services

Notwithstanding anything to the contrary herein, You acknowledge and agree that we make no representation or warranty, express or implied, as to any third party hardware, software, products or services included with the Services. We assign to You all assignable warranties and indemnities granted to us by such third parties to the extent applicable to Your receipt or use of the Services during the service term. To the extent we are not permitted to assign any such third party warranties and indemnities, we will use commercially reasonable efforts to enforce such protections on Your behalf, subject to the third party agreements and applicable law.

7.2. Warranties

We shall perform the services in a manner that does not infringe any intellectual property or other rights and to perform the service to the best of our ability as defined in this Agreement. Except as stated herein, we make no representations or warranties of any kind, whether expressed or implied with respect to the Product and Services. We disclaim all other warranties or conditions, including without limitation, warranties of merchantability or fitness for a particular purpose, all warranties arising from conduct, course of transaction or custom of trade and all warranties of title and non-infringement. We do not warrant that the Product and Services will always be free from error or that the use of the service will be uninterrupted at all times. Some jurisdictions do not allow the exclusion of implied warranties, so portions of the above exclusions may not apply, but only to the extent necessary to bring the exclusion into compliance.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1. Limitation on Liability

Our aggregate liability to You in relation to our Product and Services shall not exceed the greater of: (i) the amount payable by our insurance to You, or (ii) an amount payable by You to us during the most recent thirty (30) day billing period, when the cause of action giving rise to such liability.

8.2. Liability Disclaimer

Other than material breach defined in Section 5.1 or willful malicious act from one party against the other, in no event shall either party be liable for: (i) any indirect, incidental, consequential, punitive, reliance, exemplary or special damages, whether foreseeable or not, including but not limited to damages for lost profits, savings or revenues of any kind, or increased cost of operations, whether or not we have been advised of the possibility of such damages, or (ii) any claim for loss or damages caused by or arising out of (a) any act or omission (including without limitation unauthorized use, theft, alteration or interference with Product and Services, negligence or non-compliance) by You, an



intermediate reseller, an end user or another third party, (b) Product and Service interruptions, (c) interoperability, interaction or interconnection of the networks provided by You or third parties, or (d) the content of any traffic provided or used by You or Your agent, employee, vendor, affiliates or end user.

8.3. General

The Limitations of Liability set forth in this Agreement shall serve as a full and exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, or negligence (including without limitation active and passive negligence). All claims must be reported in writing within thirty (30) days of the alleged act or omission.

8.4. Indemnity

You shall indemnify us, our principals, officers, directors, agents, employees, subsidiaries, affiliates, and successors harmless from and against any claims, losses, costs, damages, or expenses whatsoever (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or resulting from: (i) claims for libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of the use of our Products and Services, (ii) claims for patent infringement arising from combining or connection of facilities to our Products and Services by You, (iii) any claims against us by a third party resulting from Your action or omissions, including Your principals, officers, directors, agents, employees, contractors, subsidiaries, or affiliates, or (iv) any claims relating to sensitive information provided to us by You or on Your behalf without our prior written consent. Your indemnity obligation hereunder shall be void if such claim is due to our negligence or willful misconduct, or any third party acting on our behalf related to the technology or materials used in the Services, or our use in violation of any provision of this Agreement.

We shall indemnify You, Your principals, officers, directors, agents, employees, subsidiaries, affiliates, and successors harmless from and against any claims, losses, costs, damages, or expenses whatsoever (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or resulting from: (i) claims for libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of Your use of the Products or Services by a third party, (ii) claims for patent infringement arising from combining or connection of facilities to the Products and Services by a third party, (iii) any claims against You by a third party resulting from the actions or omissions of third party or third party's principal, officers, directors, agents, employees, contractors, subsidiaries, or affiliates, or (iv) any claims relating to sensitive information provided to You by or on behalf of a third party without Your prior written consent. Our indemnity obligation hereunder shall be void if such claim is due to Your negligence or willful misconduct or any third party acting on Your behalf of any technology or materials used in the services, or Your use in violation of any provision of this Agreement.

No other indemnity is provided hereunder with respect to any matter. This Section shall survive any termination or expiration of this Agreement.

9. ASSIGNMENT AND SUCCESSORS IN INTEREST

Neither party may assign this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), except that either party may assign its rights and obligations hereunder: (i) to any subsidiary, parent company, or affiliate of the assignor; (ii) pursuant to any sale or transfer of substantially all the business of the assignor; or (iii) pursuant to any financing, merger, or reorganization of the assignor. The Terms and Conditions contained in this Agreement shall bind and inure to the benefit of the parties and their permitted successors and assigns.

10. PROVIDER OWNED EQUIPMENT

We will retain the title to all of our equipment and facilities used to provide services under this Agreement. You may not access or operate our equipment at any time. You agree to pay for damages to any of our equipment, facility, or system caused by: (i) the negligent or willful acts or omissions by You or Your agent, employees, users and contractor; or (ii) malfunction or failure of any equipment or facility provided by You or Your agent, employees, users and contractor. You are liable for any damage to or theft of our property located on Your premises or Your end user's premises. You agree not to rearrange, remove, disconnect, or repair any of our facilities or equipment without our prior written consent. Additionally, you will not permit any liens or encumbrances to be placed on our assets, property, or facilities.

11. REGULATORY COMPLIANCE

You acknowledge this Agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies ("Rules"), including, but not limited to: the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the obtaining and continuance of any required approvals, authorizations, or tariffs filed with the FCC or any other governmental agency. We will make reasonable, good faith efforts to obtain, retain, and maintain the necessary approvals and authorizations. If any such rules materially adversely affects the Product or Services defined in this Agreement, or requires us to provide Products and Services outside of this Agreement, either party may, without liability to the other party, terminate the affected Product and Services upon thirty (30) days prior written notice to the other party. In the event of any conflict between any provision of this Agreement and any provision of an applicable tariff, the provision of such tariff will control.



12. SEVERABILITY

If any provision of this Agreement is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall remain unimpaired and in full force and effect. In addition, in the event that any provision (or portion thereof) of this Agreement is determined by a court to be unenforceable as drafted by virtue of the scope, duration, extent, or character of any obligation contained therein, it is the parties' intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under such applicable law.

13. NO IMPLIED WAIVER

No failure or delay by either party in exercising any right, power, or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law. This clause ensures that neither party's failure to enforce any provision of this Agreement at any time can be construed as a waiver of their right to enforce the same provision or any other provision in the future. It also confirms that the rights and remedies available are in addition to those provided by law.

14. FORCE MAJEURE

We and our affiliates, subsidiaries, or contractors will not be liable for any delay, failure in performance, loss or damage that is caused by events beyond our reasonable control including but not limited to, fire, flood, explosion, fiber cuts, failure of public utilities, unavailability of materials or rights-of-way, accident, war, strike, embargo, terrorist activities, public riot, blockage, civil disturbance, governmental restraint, supplier failures, shortages, breaches or delays and natural disasters. You have the right to terminate this Agreement and receive a refund of any unused prepaid fees if the interruption of the Services caused by a force majeure event causes You to be unable to operate on any of our platforms or facilities for longer than thirty (30) days.

15. CONFIDENTIALITY

If both parties have executed a nondisclosure Agreement, a Confidentiality Agreement separate from this Agreement, or similar Agreement, both parties agree that the terms of this Agreement shall remain in full effect throughout the term of this Agreement and shall be incorporated herein by reference. Notwithstanding the foregoing, all parties agree to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of the other party disclosed under this Agreement. The parties' obligations under this section shall survive expiration or termination of this Agreement.

16. NON-SOLICITATION

During the term of this Agreement and for one (1) year thereafter, you and any affiliated entities, including Your agency, partners, associates, or any entities related to You (collectively referred to as the "Hiring Party" in this section), agree not to solicit or hire, directly or indirectly (whether as an employee, consultant, or in any other capacity), any of our employees or personnel. Should You wish to hire any of our employees or personnel, a non-negotiable Placement Fee equal to fifty percent (50%) of the greater of (i) the current annual aggregate salary, wages, and compensation we pay to such personnel, or (ii) the annual salary or wages the Hiring Party has offered to such personnel, must be paid in full.

If the Hiring Party hires our employee directly or indirectly, the hired personnel cannot commence work for the Hiring Party until we receive the Placement Fee in full. Any attempt or actual hiring of our employee without our prior written approval will be considered a material breach of this Agreement, entitling us to an immediate injunction and all remedies and damages afforded by law. Furthermore, we will not be required to post a bond for any injunction-type remedy.

This section shall survive the termination of this Agreement.

17. RELATIONSHIP OF THE PARTIES

The relationship between the parties shall be that of independent contractors and not of principal and agent, employer and employee, franchisor and franchisee, partners or joint ventures. This Agreement does not establish You as our dealer, distributor or franchisee.

18. NOTICES AND PUBLICITY

All notices shall be in writing, and will be deemed given when: (i) delivered to the recipient by certified U.S. Mail or overnight courier service with proof of delivery; or (ii) hand delivered to the recipient; or (iii) delivered by facsimile or email to the recipient. No public statements or announcements relating to this Agreement shall be issued by either party without the prior written consent of the other party.



19. GOVERNING LAW

19.1. Applicable Law

This Agreement shall be interpreted and governed by the internal laws of the State of Texas, without regard to its principles of conflicts of laws.

19.2. Prevailing Party Costs

In the event of any dispute, contest, arbitration, or litigation between the parties, the prevailing party shall be entitled to full reimbursement from the other party for all costs incurred, including:

- Reasonable attorneys' fees
- Court costs
- Expert or consultant fees
- Reasonable travel and lodging expenses

This reimbursement obligation extends to any appellate proceedings arising from the initial dispute.

19.3. Jurisdiction and Venue

The duties and obligations under this Agreement shall be enforceable against any party in the courts of Collin County, Texas.

This revised version separates the content into three sections with descriptive headings for better readability. It also uses parallel construction and lists to clearly outline the types of costs subject to reimbursement by the non-prevailing party.



Exhibit A

Data Center Services

1. ACCEPTABLE USE POLICY ("AUP")

You agree to use all services for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material that is judged to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. Therefore, example of actions, contents or links such as these are prohibited: (a) pornography, (b) malicious bots, malware and other malicious applications, (c) spamming or sending unsolicited bulk email, (d) Copyright infringement content, (e) IRC Shell or Public IRC, and (f) Illegal or pirated software.

In the event of a content violation within your network, You grant us the right to: (a) notify you of the violation; (b) temporarily restrict, limit, or shut down internet access until the situation is resolved; (c) terminate the services if the violation persists and is not resolved within thirty (30) days. You agree to cover all damages and restoration fees associated with the violation.

2. POWER SERVICE LEVEL AGREEMENT

2.1. Power Uptime Commitment

We are committed to providing You a 99.999% power uptime by provisioning a redundant set of power circuits ("A/B"). By design, the combined continuous load of these A/B power circuits should not exceed eighty percent (80%) capacity of either power circuit, in accordance with the recommended safety rating by the National Electrical Code (NEC). For example, the combined load of a 20 Amp A/B power (consisting of one (1) 20 Amp power circuit from Power Distribution Unit (PDU) 'A' and one (1) 20 Amp power circuit from PDU 'B') must not exceed 16 Amp under normal operation. This allows for power failover in the event that either power circuit becomes unavailable.

2.2. Power SLA Scope

This SLA only covers our direct customer (i.e. You) when using the redundant A/B power circuits as intended. It does not cover Your customers or end-users. The SLA does not apply to any service unavailability, suspension, termination, or other performance issues caused by:

1. Factors beyond our reasonable control, including force majeure events, emergencies, or issues beyond the service demarcation point.
2. Actions or inactions by You, Your end-users, or third parties.
3. Your requests, processes, procedures, software, technology, or third-party equipment.
4. Our suspension or termination of Your service rights per the Agreement defined in the MSTC.

2.3. Total Power Outage

In the event that both A/B power circuits lose power simultaneously, resulting in a total power outage, a Service Credit may be issued according to the Monthly Uptime Percentage calculated using the following formula:

$$\text{Monthly Uptime Percentage} = (\text{Maximum Available Minutes} - \text{Outage}) / \text{Maximum Available Minutes} \times 100$$

2.4. Claiming Service Credits

To receive a Service Credit, You must submit a claim by opening a case in our support system. To be eligible, the credit request must be received within fifteen (15) calendar days after the incident occurred and must include:

1. The words "Power SLA Credit Request" in the subject line
2. The dates, times, and affected power circuit of each unavailability incident being claimed
3. Logs that document the errors and corroborate the claimed outage



Once verified, we will issue the Service Credit to You within one billing cycle following the month as defined in the following table:

Monthly Uptime Percentage	Credit
99.0% to less than 99.999%	5%
97.0% to less than 99.0%	10%
94.0% to less than 97.0%	25%
90.0% to less than 94.0%	50%
Less than 90.0%	100%

2.5. Power Circuit Overload

If the A/B power circuits lose effectiveness due to usage violation or overload (when the combined load exceeds 80% of either circuit), the following provisions apply:

1. SLA Voiding. We reserve the right to void the existing Service Commitment governing the A/B power circuits.
2. Price Adjustment. Until A/B power redundancy is restored, we shall adjust the price of the A/B power circuits to the higher of: (i) the maximum amperage of the two power circuits, or (ii) two times (2X) the price of a single power circuit.

3. NETWORK SERVICE LEVEL AGREEMENT

3.1. Network Uptime Commitment

We are committed to providing You a 99.999% network uptime by provisioning a redundant set of network drops. By design, the redundant network must be configured in auto-failover mode. This allows for network failover in the event that either network connection becomes unavailable.

3.2. Network SLA Scope

This SLA only covers our direct customer (i.e. You) when using the redundant network drops as intended. It does not cover Your customers or end-users. The SLA does not apply to any service unavailability, suspension, termination, or other performance issues caused by:

1. Factors beyond our reasonable control, including force majeure events, emergencies, or issues beyond the service demarcation point.
2. Actions or inactions by You, Your end-users, or third parties.
3. Your requests, processes, procedures, software, technology, or third-party equipment.
4. Our suspension or termination of Your service rights per the Agreement defined in the MSTC.

3.3. Total Network Outage

In the event that both network connectivities lose power simultaneously, resulting in a total power outage, a Service Credit may be issued according to the Monthly Uptime Percentage calculated using the following formula:

$$\text{Monthly Uptime Percentage} = (\text{Maximum Available Minutes} - \text{Outage}) / \text{Maximum Available Minutes} \times 100$$

3.4. Claiming Service Credits

To receive a Service Credit, You must submit a claim by opening a case in our support system. To be eligible, the credit request must be received within fifteen (15) calendar days after the incident occurred and must include:

1. The words "Network SLA Credit Request" in the subject line
2. The dates, times, and affected power circuit of each unavailability incident being claimed
3. Logs that document the errors and corroborate the claimed outage

Once verified, we will issue the Service Credit to You within one billing cycle following the month as defined in the following table:

Monthly Uptime Percentage	Credit
99.0% to less than 99.999%	5%
97.0% to less than 99.0%	10%
94.0% to less than 97.0%	25%
90.0% to less than 94.0%	50%
Less than 90.0%	100%



4. FACILITY ACCESS

Physical Access to our facility is restricted only to our employees, authorized vendors and You, and is governed by our real-time Authorized Contact List ("ACL") database system. You may create and modify Your own ACL from our support system. For security, a valid government issued ID is required for data center entry. Your associate or vendors that are not listed in the ACL must be escorted at all times by You or our personnel. Unless escorted by You, prior notification and our approval are required for Your associate or vendor to access our facility. You and Your visitors must adhere to our policies at all times while in our facility. You and Your party must not venture to non-Customer designated areas. You will be responsible for Your own associates and party while at our facility. More information on ACL is available for review or download at <https://qipnetworks.com/ACL.pdf>.

5. CUSTOMER EQUIPMENT REMOVAL POLICY

To ensure security, accuracy and accountability, Your equipment removal must be accompanied by (i) Your written request and consent with (ii) the list of such equipment through our support system, and (iii) our acknowledgement. We will deny equipment removal requests that are not accompanied by Your written request, consent and equipment list.

6. CUSTOMER EQUIPMENT STORAGE POLICY

You may utilize our storage facility to hold Your data center related equipment (i.e. servers and networking devices) for incoming or outgoing shipment purposes. You must submit a written request via our support system with a complete list of items for approval. Hazardous materials are prohibited at all times. You agree to release us from any claim and liability for any and all of Your property stored in our facility. Storage fee may apply.

7. DATA CENTER TECHNICAL SUPPORT

This section covers smart hands Data Center Level-1 and Level-2 technical support. This section applies only to colocation services and does not apply to any other services (such as IT services, managed services and other professional or consultation services). All data center technical support requests must be submitted via our support system.

Data Center Level-1 Technical Support (complementary, except as expressly noted below):

1. Basic reboot; when all that is required is to simply turn a device off/on by pressing the power button or unplug and plug its power cable. Power button or cable must be easily accessible and simple to operate.
2. Use of our crash cart while in the facility on a first-come, first-served basis.
3. Rack and mount a new and pre configured up to 5U worth of servers or devices (maximum 35 lbs per item) per day. Rails and factory-supplied accessories are required. Your designated cabinet area and space must be easily accessible.
4. Inbound shipping. For a larger or a heavier item that requires dock access, a lift gate will be required to unload the shipment to our ground-level dock. You will need to coordinate each incoming shipping with the shipper and submit the necessary information in our support system. Once received, we will store Your incoming shipment for up to 30 days at no cost. After 30 days, a storage fee of \$25.00/week per item or \$15.00 per cubic foot for large items will apply.

Data Center Level-2 Technical Support (billed hourly at \$200/hour in a 15-minute increments or as defined in the Service Order):

1. Advanced reboot where monitoring, troubleshooting, or verification is required.
2. Connecting a pre-configured KVM over IP to Your device, placing a CD/DVD onto a drive tray or replacing a hot swappable module. All interfaces must be easily accessible and simple to operate.
3. KVM over IP rental is available on a first-come, first-served basis and is free of charge for the first 2 hours. A \$30.00/hour rental fee will apply for usage longer than 2 hours billed in 15-minute increments.
4. Hardware and software installs, configuration, replacement, and troubleshooting such as custom PDU setup, CPU and RAM install, OS install, firewall configuration and other support where data entry, verification or monitoring is required.
5. De-rack and unmount a server or a device, space and/or asset organization and custom cabling.
6. Other smart hands technical support requests that are not covered by Level-1 support.
7. Outbound shipping (please refer to section 8. Outbound Shipping Policy).

8. OUTBOUND SHIPPING POLICY

Due to limited storage space, we can only keep a few and most common server boxes. If we do not have the proper material to safely pack the part or equipment for shipment, we will notify You and will defer the shipping and handling to You or Your third party vendor of choice. We will not ship any parts or equipment containing Protected Information (i.e. Protected Health Information or PHI, or other sensitive data) without proper procedure and clearance. Therefore, You must notify us if the part or equipment that needs to be shipped contains Protected Information. You agree that in no event shall we be liable for any loss or damage to Your equipment and/or data before, during and after shipping.



Exhibit B

IT Services

1. ACCEPTABLE USE POLICY ("AUP")

This IT Services AUP applies only to all Clients who subscribe to our IT Services that is commonly known as "Managed Services" which covers the area of Professional IT Staffing, IT as a Service, Security as a Service, Network Management, Desktop as a Service, Backup as a Service, Infrastructure as a Service, Platform as a Service, Cloud Services, Virtual Machines (VM) or Dedicated Server Services.

You agree to use all services for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material that is judged to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. Therefore, example of actions, contents or links such as these are prohibited: (a) pornography, (b) malicious bots, malware and other malicious applications, (c) spamming or sending unsolicited bulk email, (d) Copyright infringement content, (e) IRC Shell or Public IRC, and (f) Illegal or pirated software.

In the event of a content violation within your network, You grant us the right to: (a) notify you of the violation; (b) temporarily restrict, limit, or shut down internet access until the situation is resolved; (c) terminate the services if the violation persists and is not resolved within thirty (30) days. You agree to cover all damages and restoration fees associated with the violation.

2. DEFINITIONS

"Business Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Client's local time, excluding any federal public holiday. "After Hours" means any hours outside of the Business Hours.

"Outage" means the total accumulated downtime in minutes where Provider's hosting infrastructure is inaccessible.

3. SERVICE COMMITMENT

We will use commercially reasonable best effort to serve You. To fulfill this commitment, we will provide You with the Support System that will be available to You to document all activities, requests and follow ups. All communications will be documented in this Support System to ensure completion, accountability and quality control. We are committed to protect Your data at all times and therefore, You must notify us if Protected Information is or will be present in any of our scope of work.

3.1. Infrastructure Uptime Commitment

We are committed to provide 99.99% uptime for our cloud platform or Infrastructure as a Service.

3.2. Infrastructure SLA Scope

This SLA only covers our direct customer (i.e. You) when using our infrastructure or cloud platform as intended. It does not cover Your customers or end-users. The SLA does not apply to any service unavailability, suspension, termination, or other performance issues caused by:

1. Factors beyond our reasonable control, including force majeure events, emergencies, or issues beyond the service demarcation point.
2. Actions or inactions by You, Your end-users, or third parties.
3. Your requests, processes, procedures, software, technology, or third-party equipment.
4. Our suspension or termination of Your service rights per the Agreement defined in the MSTC.

3.3. Infrastructure Outage

In the event that our infrastructure or cloud platform becomes unavailable, a Service Credit may be issued according to the Monthly Uptime Percentage calculated using the following formula:

$$\text{Monthly Uptime Percentage} = (\text{Maximum Available Minutes} - \text{Outage}) / \text{Maximum Available Minutes} \times 100$$

3.4. Claiming Service Credits

To receive a Service Credit, You must submit a claim by opening a case in our support system. To be eligible, the credit request must be received within fifteen (15) calendar days after the incident occurred and must include:

1. The words "Infrastructure SLA Credit Request" in the subject line



2. The dates, times, and affected power circuit of each unavailability incident being claimed
3. Logs that document the errors and corroborate the claimed outage

To calculate Service Availability, we will use Monthly Uptime Percentage formula:

$$\text{Monthly Uptime Percentage} = (\text{Maximum Available Minutes} - \text{Outage}) / \text{Maximum Available Minutes} \times 100$$

Once verified, we will issue the Service Credit to You within one billing cycle following the month as defined in the following table:

Monthly Uptime Percentage	Credit
99.0% to less than 99.99%	5%
97.0% to less than 99.0%	10%
94.0% to less than 97.0%	25%
90.0% to less than 94.0%	50%
Less than 90.0%	100%

4. YOUR RESPONSIBILITY

To ensure quality service, You are responsible to ensure and maintain the following:

1. All software must be legally and correctly licensed
2. All hardware and software must be commercial or enterprise grade
3. All hardware and software must be actively supported by the manufacturer
4. You will maintain a designated contact and approver up to date
5. You will give us adequate access to perform the service
6. You will have an adequate internet connectivity
7. You will communicate all IT related events/activities (such as changes in personnel, office space, applications, etc) in a timely manner
8. You will operate in a manner that is consistent with the local, state or federal law
9. Your account must be in good standing

5. ONBOARDING AND TRANSITION PERIOD

Unless otherwise defined in the Service Order, it is our goal to complete the Onboarding and Transition Period within thirty (30) days or less after the Commencement Date. SLA does not apply during the Onboarding and Transition Period.

6. SUPPORT ESCALATION PROCEDURE

The following describes Provider's escalation procedure:

	Team	Description	Procedure
1	Tier 1 Support	Where all support incidents start. The Tier 1 Support team will document and identify the issue. Their focus is to resolve any Tier 1 issues. All communications will be documented in the support system.	<ol style="list-style-type: none">1. Support request received2. Support ticket created in the support system3. Issue identified4. If issue can be solved quickly, troubleshoot and close ticket5. If issue cannot be solved, transfer to Tier 2 Support team
2	Tier 2 Support	Support incidents that are more complex and require deeper troubleshooting will be transferred to the Tier 2 Support team.	<ol style="list-style-type: none">6. Issue has been escalated to Tier 2 Support team7. Troubleshoot issue8. If issue is solved, communicate to Client and close ticket9. If issue cannot be solved, transfer to the Engineering Team
3	Engineering	Support incidents that fall under the Engineering team scope of work.	<ol style="list-style-type: none">10. Issue has been escalated to the Engineering Team11. Troubleshoot issue until it is solved12. Issue is solved, communicate to Client and close ticket



7. SUPPORT, TRUCK ROLL AND AFTER HOURS SUPPORT

Unless otherwise altered in the Service Order, Truck Roll and after hours rate is \$350.00 per hour and will be applied to support after hours. Unless otherwise defined in the Service Order, Tech Support rate within normal business hours (Monday to Friday from 8am - 5pm local time, excluding the holidays) is \$250.00 per hour.

8. COLLABORATIVE SUPPORT AND THIRD PARTY VENDOR

Unless otherwise defined and covered in the proposal, You are responsible for all third party costs and service fees. In an event that a collaborative support with a third party or local vendor (such as but not limited to local mechanical vendor or electrician, supporting vendor for security, network or printing devices, proprietary appliances, hardware, software and other IT related products) occurred.

9. TRAVEL AND ACCOMMODATION

You will be responsible for all support related travel and accommodation expenses. A 3% administration fee may apply.