



## **CLOUD SERVICE SCHEDULE**

The Cloud Service Schedule sets forth the Services offered by US Signal and contains specific terms and conditions for those Services. Capitalized terms not elsewhere defined in this Cloud Service Schedule ("**Schedule**") shall have the meaning ascribed to them in the Agreement. The additional terms and conditions set forth in this Cloud Service Schedule shall apply to any Cloud Services or related services purchased by Customer.

### **SECTION 1 CLOUD SERVICES**

**As of March 31, 2024, Resource Pools, Compliant Resource Pools, and Hosted Private Cloud are no longer available. The products are being replaced with Multi-Tenant Cloud Resource Pools, Multi-Tenant Cloud Compliant Resource Pools, and Single-Tenant Cloud effective April 1, 2024.**

#### **1.1 Description**

Cloud Services are an Infrastructure as a Service ("**IaaS**") offering that includes the Services listed below and are available exclusive of, or in conjunction with each other: Multi-Tenant Cloud Resource Pools, Multi-Tenant Cloud Compliant Resource Pools, Opencloud Instances, Opencloud Compliant Instances, File Storage, Object Storage and/or Single-Tenant Cloud (each a "**Cloud Service**" and collectively the "**Cloud Services**"). The Cloud Services are hosted in a US Signal managed data center which is connected directly to the US Signal data network.

- a. Multi-Tenant Cloud Resource Pools ("**MTC Resource Pools**" or "**MTC-RP**") are logical sets of compute, memory and storage resources that are allocated to Customer for Customer to configure to its desired specifications. MTC Resource Pools are hosted in a US Signal data center utilizing VMware virtualization technology. Customer creates and manages the Cloud Service using VMware's vCloud Director which shall be provided to Customer by US Signal. Core computing components may be allocated together in one (1) of the following ways:

- 1. Reserved – One hundred percent (100%) of purchased vCPU (including CPU and memory in a 1:4 vCPU:memory ratio) and storage are available at all times.
- 2. Allocation – Dynamic availability of the vCPU (including CPU and memory in a 1:4 vCPU:memory ratio) components which are dependent upon available resources. Storage is one hundred percent (100%) availability on the purchased components.

Multi-Tenant Cloud Resource Pools are enabled for tiered storage with Platinum and Gold Storage options. Platinum Storage is designed for use with systems that are extremely disk intensive and is provided using a redundant array of independent disks ("**RAID**") configured storage area network ("**SAN**") that contains only solid-state drives ("**SSD**"). Gold Storage is designed for use with systems that are moderately disk intensive and is provided using a RAID configured SAN that contains a combination of SSD and spinning disks. The Platinum and Gold Storage are logically provisioned to Customer's MTC Resource Pool. Any geographical diversity requirements must be identified on the OFS.

- b. Multi-Tenant Cloud Compliant Resource Pools ("**MTC Compliant Resource Pool(s)**") are functionally the same as MTC Resource Pools as described in Section 1.1.a above. In addition to Customer's responsibilities defined in Section 1.5 of this Cloud Service Schedule, MTC Compliant Resource Pools also require that Customer: 1) encrypt all virtual machine storage according to Section 1.5 of this Cloud Service Schedule; 2) log all operating systems and applications running within all virtual machines according to Customer's compliance policies; and 3) perform media sanitation through the use of an open source or other commercially available data sanitation software accepted by the NIST Guidelines for Media Sanitation 800-88 standards before any storage resources may be downgraded or terminated by Customer. US Signal may request written proof of media sanitation prior to completion of storage resource downgrades or termination of the Service.
- c. Opencloud Instances ("**Opencloud Instances**") are pre-defined sets of compute and memory that are consumable by the Customer within Opencloud. Opencloud Instances are hosted in a US Signal data center utilizing KVM virtualization technology. Customer creates and manages Opencloud resources using the Opencloud GUI which shall be provided to Customer by US Signal.

Opencloud Instances by default use performance SSD storage ("**Performance SSD Storage**"). Performance SSD Storage is capable of supporting extremely disk intensive workloads and is provided using a redundant array of independent disks ("**RAID**") configured storage area network ("**SAN**") that contains only solid-state drives ("**SSD**"). Performance SSD Storage is logically allocated to Customer domain/tenant.



- d. Opencloud Compliant Instances (“**Opencloud Compliant Instance(s)**”) are functionally the same as Opencloud Instances as described in Section 1.1.c above. In addition to Customer’s responsibilities defined in Section 1.5 of this Cloud Service Schedule, Opencloud Compliant Instances also require that Customer: 1) encrypt all virtual machine storage according to Section 1.5 of this Cloud Service Schedule; 2) log all operating systems and applications running within all virtual machines according to Customer’s compliance policies; and 3) perform media sanitation through the use of an open source or other commercially available data sanitation software accepted by the NIST Guidelines for Media Sanitation 800-88 standards before any storage resources may be downgraded or terminated by Customer. US Signal may request written proof of media sanitation prior to completion of storage resource downgrades or termination of the Service.
- e. File Storage is Network Attached Storage (“**NAS**”) that is logically segregated and presented to Customer as a CIFS/NFS share. If File Storage is purchased in conjunction with another Cloud or Managed Service, data transfer between the facilities is provided at no additional charge.
- f. Object Storage is an application programming interface (“**API**”) accessible storage platform designed to store unstructured data with high resiliency and availability. Access to the stored objects can be made to publicly accessible endpoints with credentialed S3 or Swift API calls. Data transit into and out of the Object Storage platform is provided to Customer at no additional charge. There are two ways to purchase Object Storage:
  - i. Object Storage may be purchased on a usage model whereby usage shall be determined by the amount of data consumed on the last day of the month multiplied by the usage price per Gb identified in the OFS. As an optional configuration choice, Customer may set an upper limit to cap the amount of data consumed (“**Object Storage Cap**”); or
  - ii. Object Storage may be purchased on a set rate for the amount of storage identified on the OFS.
- g. Single-Tenant Cloud (“**STC**”) is a cloud hosting service consisting of US Signal hosted and maintained equipment which provides physically dedicated and virtualized compute resources with dedicated physical or multi-tenant storage connected to a US Signal management firewall. The STC consists of varied compute nodes and Dedicated Storage (TB) and/or Multi-Tenant Storage (TB). The management firewall is for US Signal’s internal use only and exists for US Signal’s troubleshooting and management of the STC Service, segregating and logging each party’s access. Customer shall not have access to the management firewall. US Signal will determine the number of blades based on Customer Compute and Memory needs. STC shall offer Customer remote access into the STC environment by utilizing VMware’s vSphere Web Client. The utilization of VMware’s vSphere Web Client shall provide Customer the ability to: 1) administer and manage its virtual dedicated environment provisioned on VMware’s vSphere hypervisor (or its most current version); and 2) use any VMware supported third party software and utilities required by Customer. Subject to the Third Party Software Licensing described in Section 6 of this Cloud Service Schedule, US Signal shall provide Customer access to current provided Server Operating Systems (“**OS**”) virtual templates as part of the STC service at no additional charge. For the avoidance of doubt, such Third Party Software Licensing shall not include any application licenses. Additionally, Customer shall be responsible for: 1) all applications and utilities; 2) all features available under provided vCenter access rights; 3) disaster recovery, if not purchased directly from US Signal as described under the Managed Service Schedule; and 4) providing and allowing US Signal access to and use of Customer’s internet port solely for the purpose of updating and patching Customer’s STC infrastructure. Upon expiration of the SIT, STC shall be automatically renewed for an additional twelve (12) month term at the then current rates, unless Customer or US Signal provides the other party with written notice of its intention not to renew at least thirty (30) days before expiration of the SIT or the STC is renewed under a separate Ordering Document.
- h. VMware vRealize Operations licensing (“**vROps Licensing**”)
  - 1. vROps Licensing shall only pertain to vROps Software installed on a Single-Tenant Cloud (STC) arrangement.  
STC: Description and Rates - vROps Licensing will be provided on a month-to-month basis and shall be purchased based on the number of VMs in dedicated environments. vROps licensing shall be purchased in increments of 50 (“**License Pack**”). The charges for the vROPS Licensing and applicable edition of the software are defined in the OFS. The available features of the licensed software shall be published and maintained by VMware.
  - 2. Tenant App Licensing (“**Tenant App Licensing**”) shall only pertain to vROps Software installed in a MTC Resource Pool arrangement.  
Multi-Tenant Cloud Resource Pools: Description and Rates – Tenant App Licensing will be provided on a month-to-month basis and shall be purchased based on the amount of memory (GB) in the MTC



Resource Pool environments. The charges for the Tenant App Licensing of the software are defined in the OFS. The available features of the licensed software shall be published and maintained by VMware and presented through vCloud Director.

3. Installation and Maintenance – US Signal shall install the software and maintain it thereafter with respect to upgrades and patching to adhere to security protocols and policies.
4. License Accounting - Customer is responsible for notifying US Signal when additional License Packs are required with respect to the number of virtual machines in the dedicated STC environment. Customer shall notify US Signal by the last day of the applicable month where additional License Packs are required. This notice by Customer shall be sent to [usslicensing@ussignal.com](mailto:usslicensing@ussignal.com) and authorizes US Signal to adjust Customer's License Pack MRC accordingly.
5. VMware Audits - Customer shall cooperate with US Signal in the event that VMware requests Customer's participation in an audit of the vROps Licensing ("**VMware Audit**"). Customer agrees that US Signal may provide VMware with the following information without notice to Customer: (a) Customer's name and address; (b) the number of License Packs provided to Customer; (c) the average number of virtual machines powered-on in the STC environment during a month; and (d) a list of the VMware software products which run in such configurations. If a VMware Audit reveals Customer's unlicensed use of the vROps Licensing, Customer shall pay US Signal one hundred twenty five (125%) percent of Customer's vROps Licensing MRC for each unpaid license for the applicable service's SIT, plus VMware's actual costs for verification of Customer's compliance, if applicable. Additionally, if VMware determines that Customer is non-compliant with the product terms and Customer does not cure the non-compliance within a time period specified by VMware, then US Signal may terminate this Agreement or the applicable service for cause. Customer shall indemnify, defend, and hold harmless US Signal and VMware from and against any and all damages, fines, penalties, and claims, and all related costs and expenses to the extent arising out of or relating to: 1) any noncompliance by Customer of the VMware product terms; 2) any virus introduced by Customer; 3) unauthorized installation, use access, copying, reproduction, and/or distribution of any portion of the VMware products; or 4) inaccurate reporting of license usage to US Signal. VMware shall be a third party beneficiary of the Agreement with the right to enforce provisions of this Agreement and verify the compliance of Customer.
6. Trouble Reporting - In the event Customer experiences trouble with the use or performance of the software, Customer may report such issues to the US Signal TOC (collectively "**Trouble Ticket**"). Customer must create a Trouble Ticket by notifying US Signal's TOC by either: (a) e-mail: [TOC@ussignal.com](mailto:TOC@ussignal.com); or (b) by calling toll free at 888.663.1700. US Signal shall respond to Customer within thirty (30) minutes upon creation of the Trouble Ticket. In the event that US Signal fails to meet this response objective, then Customer qualifies for a response credit equal to ten percent (10%) of its Service Call Rate as defined herein for the applicable Trouble Ticket.
7. Service Call Rates - Consulting hours and Trouble Tickets for the vROps Licensing and Tenant App Licensing will be invoiced at two hundred fifty (\$250.00) dollars per hour for Customer's request of US Signal's assistance with the Service between the hours of 8:00 AM and 5:00 PM, Monday through Friday, local time ("**Business Hours**"). After Business Hours, consulting hours and Trouble Tickets for vROps Licensing and Tenant App Licensing shall be invoiced at three hundred fifty (\$350.00) dollars per hour.
  - i. Microsoft SPLA – Data Center for Single-Tenant Cloud: In accordance with US Signal's agreement with Microsoft via the Microsoft SPLA program, US Signal will license all compute nodes with Microsoft Data Center Licensing which entitles customers to install unlimited quantity of Microsoft Windows Server instances within their cloud environment. Customer shall purchase Microsoft SPLA – Data Center licensing on a 1:1 ratio equal to the quantity of vCPUs purchased on the OFS. For example, if the customer purchases 64 vCPUs (which equates to 64 vCPUs and 256GB of RAM), customer shall also purchase 64 Microsoft SPLA – Data Center service components. Customer is responsible for compliance to Microsoft's licensing guidelines.
  - j. Microsoft SPLA – Data Center for MTC Resource Pools and MTC Compliant Resource Pools: In accordance with US Signal's agreement with Microsoft via the Microsoft SPLA program, US Signal will license all compute nodes with Microsoft Data Center Licensing which entitles customers to install unlimited quantity of Microsoft Windows Server instances within their cloud environment. Customer shall purchase Microsoft SPLA – Data Center licensing on a 1:3 ratio equal to the quantity of vCPUs purchased on the OFS. For example, if the customer purchases 64 vCPUs (which



equates to 64 vCPUs and 256GB of RAM), customer shall also purchase 23 Microsoft SPLA – Data Center service components. Customer is responsible for compliance to Microsoft's licensing guidelines.

- k. Microsoft SPLA – Opencloud Microsoft Instances: In accordance with US Signal's agreement with Microsoft via the Microsoft SPLA program, US Signal will license all compute nodes with Microsoft Data Center Licensing which entitles customers to install unlimited quantity of Microsoft Windows Server instances within their cloud environment. Customer is responsible for compliance to Microsoft's licensing guidelines.
- l. VMWare License for Single-Tenant Cloud: In accordance with US Signal's agreement with VMware via the Broadcom VMWare Cloud Service Provider program, US Signal will license all CPU cores based on the per core subscription license. Customer shall purchase VMWare licensing on a 1:1 ratio equal to the quantity of vCPUs purchased on the OFS. For example, if the customer purchases 64 vCPUs (which equates to 64 vCPUs and 256GB of RAM), customer shall also purchase 64 VMWare Licenses.
- m. VMWare License for MTC Resource Pools and MTC Compliant Resource Pools: In accordance with US Signal's agreement with VMware via the Broadcom VMWare Cloud Service Provider program, US Signal will license all CPU cores based on the per core subscription license. Customer shall purchase VMWare licensing on a 1:3 ratio equal to the quantity of vCPUs purchased on the OFS. For example, if the customer purchases 64 vCPUs (which equates to 64 vCPUs and 256GB of RAM), customer shall also purchase 23 VMWare Licenses.

## 1.2 Service Changes

- a. **MTC Resource Pool, MTC Compliant Resource Pool, Opencloud Instance, Opencloud Compliant Instance, File Storage, and Object Storage**

Any service upgrade or downgrade are sometimes individually and collectively referred to as a **"Service Change"** or **"Service Changes"**. Service Changes may result in different NRCs and/or MRCs. Any Service Change should be reviewed by a US Signal representative and Customer prior to a change request. Any Service Changes to the service components shall remain coterminous to the original SIT of the applicable OFS for each Service.

Customers under a month-to-month term may upgrade or downgrade its individual configurations for Multi-Tenant Cloud Resource Pool(s), Multi-Tenant Cloud Compliant Resource Pool, File Storage, or Object Storage where the original service is not considered terminated. Customer may upgrade or downgrade the same service to any qualifying level regardless of the original Subscribed Level. Any requests for a downgrade in Service will require a thirty (30) days' notice.

Customers under a month-to-month term utilizing Opencloud Instances shall be subject to termination of the Service if there is no utilization for equal to or more than ninety (90) consecutive calendar days.

Customers under a term commitment may upgrade its individual configurations for Multi-Tenant Cloud Resource Pool(s), Multi-Tenant Cloud Compliant Resource Pool, Opencloud Instance, Opencloud Compliant Instance, File Storage, or Object Storage where the original service is not considered terminated. Customer may upgrade the same service to any qualifying level regardless of the original Subscribed Level. Downgrades are not available for Customers under a term commitment.

Service Changes can be requested by executing a new OFS for service or by opening a trouble ticket with US Signal's Technical Operations Center ("**TOC**") at 888.663.1700 to establish the new configuration.

### 1. Configuration Options

Component resources are provisioned within their designated configuration choices as described below ("**Configuration Options**"). Each Service Change: 1) is subject to availability; 2) must be within the acceptable ratio range described below; and 3) if Customer's current component configuration is not provisioned within the described allowable options, then the increase must conform within the allowable options:

#### A. Configuration Options of aggregate resources within an applicable calendar month:

- i. MTC vCPU – available in increments of 1 vCPU up to 73 vCPUs/292GB of memory
- ii. MTC Storage Tier (Platinum and Gold) – increases are available up to 10 TB subject to Customer's current Storage in increments of 100 GB
- iii. Opencloud Instance configuration (see resource configurations in C below)



- iv. Opencloud Storage Tier (Performance SSD) - increases are available up to 10 TB subject to Customer's current Storage in increments of 100 GB
- v. File Storage – increase up to 10TB in 100 GB increments from 100 GB to 10 TB
- vi. Object Storage – increase up to 10 TB subject to Customer's current Storage:
  - a. If less than 15 TB, in increments of 1 TB
  - b. If more than 15 TB, in increments of 5 TB

B. For MTC, the vCPU to memory ratio must be 1:4, where 1 vCPU would include 4GB of memory. For example, purchasing 64 vCPUs would include 256GB of memory. Any Service Change request not included in the Configuration Options or exceeding the maximum resource allowed for such Service Change as described herein, shall not qualify for upgrade through the TOC and will then be requested through a US Signal representative according to Section 1.2(a) above. For the avoidance of doubt, if within a calendar month, such Service Changes for a single configuration component exceeds an aggregate amount of 73 vCPUs/292GB memory or 10TB of storage, then any additional Service Change requests shall be according to the Service Change terms and conditions described in this Cloud Service Schedule, Section 1.2(a). Such Service Changes shall not include a replacement to the tiered storage options.

C. For Opencloud, the following compute and storage resources options are available at standard month-to-month rates. Additional rate options are available depending upon term agreement.

Instance Naming Key Decoder	
InstanceType-CPUBrand-vCPU-RAM	
Instance types: Compute Dense, Standard, Memory Plus, Memory Dense	
CPU Brand: I = Intel, A= AMD	
vCPU = quantity of allocated vCPUs	
RAM = quantity of allocated memory	

Instance Name	vCPU	RAM	Linux Rate		Windows Rate	
			Daily Rate	Monthly Rate	Daily Rate	Monthly Rate
CD-I-1-2	1	2	\$0.45	\$14.00	\$0.63	\$19.60
CD-I-2-4	2	4	\$0.90	\$28.00	\$1.26	\$39.20
CD-I-4-8	4	8	\$1.81	\$56.00	\$2.53	\$78.40
CD-I-8-16	8	16	\$3.61	\$112.00	\$5.06	\$156.80
CD-I-12-24	12	24	\$5.42	\$168.00	\$7.59	\$235.20
CD-I-16-32	16	32	\$7.23	\$224.00	\$10.12	\$313.60
CD-I-20-40	20	40	\$9.03	\$280.00	\$12.65	\$392.00
CD-I-24-48	24	48	\$10.84	\$336.00	\$15.17	\$470.40
CD-I-28-56	28	56	\$12.65	\$392.00	\$17.70	\$548.80
CD-I-32-64	32	64	\$14.45	\$448.00	\$20.23	\$627.20
S-I-1-4	1	4	\$0.72	\$22.40	\$1.08	\$33.60
S-I-2-8	2	8	\$1.45	\$44.80	\$2.17	\$67.20
S-I-4-16	4	16	\$2.89	\$89.60	\$4.34	\$134.40
S-I-8-32	8	32	\$5.78	\$179.20	\$8.67	\$268.80
S-I-12-48	12	48	\$8.67	\$268.80	\$13.01	\$403.20
S-I-16-64	16	64	\$11.56	\$358.40	\$17.34	\$537.60
S-I-20-80	20	80	\$14.45	\$448.00	\$21.68	\$672.00
S-I-24-96	24	96	\$17.34	\$537.60	\$26.01	\$806.40
S-I-28-112	28	112	\$20.23	\$627.20	\$30.35	\$940.80
S-I-32-128	32	128	\$23.12	\$716.80	\$34.68	\$1,075.20





MP-I-1-6	1	6	\$0.81	\$25.20	\$1.35	\$42.00
MP-I-2-12	2	12	\$1.63	\$50.40	\$2.71	\$84.00
MP-I-4-24	4	24	\$3.25	\$100.80	\$5.42	\$168.00
MP-I-8-48	8	48	\$6.50	\$201.60	\$10.84	\$336.00
MP-I-12-72	12	72	\$9.75	\$302.40	\$16.26	\$504.00
MP-I-16-96	16	96	\$13.01	\$403.20	\$21.68	\$672.00
MP-I-20-120	20	120	\$16.26	\$504.00	\$27.10	\$840.00
MP-I-24-144	24	144	\$19.51	\$604.80	\$32.52	\$1,008.00
MP-I-28-168	28	168	\$22.76	\$705.60	\$37.94	\$1,176.00
MP-I-32-192	32	192	\$26.01	\$806.40	\$43.35	\$1,344.00
MD-I-1-16	1	16	\$2.17	\$67.20	\$3.61	\$112.00
MD-I-2-32	2	32	\$4.34	\$134.40	\$7.23	\$224.00
MD-I-4-64	4	64	\$8.67	\$268.80	\$14.45	\$448.00
MD-I-8-128	8	128	\$17.34	\$537.60	\$28.90	\$896.00
MD-I-12-192	12	192	\$26.01	\$806.40	\$43.35	\$1,344.00
MD-I-16-256	16	256	\$34.68	\$1,075.20	\$57.81	\$1,792.00
MD-I-20-320	20	320	\$43.35	\$1,344.00	\$72.26	\$2,240.00
MD-I-24-384	24	384	\$52.03	\$1,612.80	\$86.71	\$2,688.00
MD-I-28-448	28	448	\$60.70	\$1,881.60	\$101.16	\$3,136.00
MD-I-32-512	32	512	\$69.37	\$2,150.40	\$115.61	\$3,584.00

Storage			
		Daily	Monthly
Performance SSD Storage (per GB)		0.004	0.12

Customer may choose between Windows Server and Linux templates at time of instance provisioning.

## 2. Provisioning

After successful change in ordered amounts, where applicable, US Signal's TOC representative shall confirm such Service Change with Customer via email notification ("**Service Change Email Notification**"). US Signal's provisioning objective for an upgrade Service Change is four (4) hours from the time Customer opens a trouble ticket with US Signal's TOC. For Customers under a month-to-month term, any downgrade Service Change will require a thirty (30) days' notice. Subject to the terms and conditions described in this Cloud Service Schedule, Section 1.2(a), Customer may downgrade any upgrade via written request to the TOC, thirty (30) days after: 1) the date of the last Service Change Email Notification sent to Customer; and 2) relinquishing any resources utilized by Customer for the upgrade.

## 3. Rates

A. MTC Rates shall be calculated according to the following two (2) step formula:

$$\text{Current Service MRC} \div \text{Service Configuration (1:4 vCPU:RAM)} = \text{Price per vCPU}$$

$$\text{Price per vCPU} \times \text{Service Change Configuration (1:4 vCPU:RAM)} = \text{New Service MRC}$$

Customer shall pay to US Signal all recurring and non-recurring charges for the Service Change as set forth in Customer's next applicable invoice.

### B. Opencloud Instance Rates

Opencloud is available for consumption in two (2) ways:

Committed Usage: Customer commits to spend fixed dollar amount over a course of a term agreement (12 month minimum). Within Committed Usage amount, Customer may consume available resources



within Opencloud (i.e. instances or storage per GB). Within US Signal customer portal, Customer will have visibility into costs of resources consumed. Customer will be able to provision new resources above their fixed dollar spend (commit) at will at month-to-month rates. Refer to Uncommitted Usage for details. If Customer needs to increase the commitment level, they may do so at any time by reaching out to their account team.

Uncommitted Usage: Customer wishes to consume Opencloud services on a month-to-month basis. With month-to-month usage, Customer may consume available resources within Opencloud (i.e. instances or storage per GB). Within US Signal customer portal, Customer will have visibility into costs of resources consumed. Opencloud Rates shall be calculated according to the number of instances and size of the instances following the below formula:

Number of instances (of specific instance size) x rate for instance size

Instance or storage utilization will be measured hourly and billed in arrears.

b. **Single-Tenant Cloud**

Any service upgrade or downgrade are sometimes individually and collectively referred to as a “**Service Change**” or “**Service Changes**”. Service Changes may result in different NRCs and/or MRCs. Any Service Changes to the service components shall remain coterminous to the original SIT of the applicable OFS for each Service. Customer must request such Service Change with no less than ten (10) business days’ notice.

Customer may upgrade its individual configurations for Single-Tenant Cloud memory and compute by executing an OFS where the original service is not considered terminated. Upon completion of the successful installation of an upgraded service, Customer may downgrade the same service to any qualifying level between the upgraded level and its original subscribed service configuration, as identified in the original OFS (“**Subscribed Level**”), by executing a new OFS. For the avoidance of doubt, Subscribed Levels are established with the original OFS and will be re-established with a renewal of the Service. A renewal will establish a new Subscribed Level at the subscribed service configuration on the renewal OFS.

Customer may upgrade or downgrade the multitenant storage of the Single-Tenant Cloud by opening a trouble ticket with US Signal’s Technical Operations Center (“**TOC**”) at 888.663.1700. The service components shall remain coterminous to the original SIT of the applicable OFS for each Service. For Customers under month-to-month terms, any requests for a downgrade in Service will require a thirty (30) days’ notice. Downgrades are not available for Customers under a term commitment.

1. **Configuration Options**

Component resources are provisioned within their designated configuration choices as described below (“**Configuration Options**”). Each upgrade: 1) is subject to availability; 2) must conform within the allowable multi-tenant storage configuration options:

- i. Increases are available subject to Customer’s current Gold storage within its Storage Tier:
  - a. If less than 5 TB, in an increment to bring the total storage to 5 TB
  - b. If between 5 TB and 20 TB, in increments of 1 TB up to a total storage of 20 TB
  - c. If total storage is 20 TB or more, in increments of 5 TB from 25 TB to 100 TB of total storage
- ii. Increases are available subject to Customer’s current Platinum storage within its Storage Tier:
  - a. If between 1 TB and 5 TB, in increments of 100GB
  - b. If between 5 TB and 10 TB, in increments of 500 GB up to a total storage of 10 TB
- iii. Any individual upgrade request outside of these allowable options will follow the process outlined in 1.2(a)

2. **Provisioning**

After successful installation of an upgrade, US Signal’s TOC representative shall confirm such upgrade with Customer via email notification (“**Upgrade Email Notification**”). US Signal’s provisioning objective to start such upgrade is one (1) business day from the time Customer opens a trouble ticket with US Signal’s TOC. Upgrade completion timelines may vary. Subject to Section 1.2(a), herein, Customer may downgrade thirty (30) days after completion of the last upgrade or downgrade. Any downgrade Service Change will require a thirty (30) days’ notice. Additionally, Customer acknowledges that any previously available resources over the designated downgrade levels shall be relinquished upon commencement of the work. An NRC equal to two hundred (\$200.00) dollars per hour of data engineering work applies to any downgrade request.



### 3. STC Rates

Upgrade rates shall be calculated according to the following two (2) step formula:

$$\text{Current Storage Service MRC} \div \text{Storage Service Configuration (GB)} = \text{Price per GB}$$

$$\text{Price per GB} \times \text{Service Change Configuration (GB)} = \text{New Service MRC}$$

All recurring and non-recurring charges for any upgrade shall be set forth in Customer's next applicable invoice.

### 1.3 Technical Standards of Performance

The technical standards of performance for the Cloud Services can be found at <https://ussignal.com/sla-agreements> (the "Technical Standards of Performance").

In the event US Signal fails to meet the Technical Standards of Performance ("Service Outage"), Customer shall be entitled to a credit determined according to the following tables:

#### For Multi-Tenant Cloud Resource Pools and Multi-Tenant Cloud Compliant Resource Pools:

Length of Service Outage	Multi-Tenant Cloud Resource Pool or Multi-Tenant Cloud Compliant Resource Pool MRC Credit Amount^:
< 5 min	0% of the applicable MRC
5 min - < 15 minutes	10% of the applicable MRC
15 min - < 30 min	20% of the applicable MRC
30 - < 45 min	30% of the applicable MRC
45 - < 60 min	40% of the applicable MRC
> 60 min	50% of the applicable MRC

^ For the avoidance of doubt, a Reserved or Allocation Resource Pool shall consist of compute power (GHz), memory (RAM) and storage (GB or TB) and such credit shall apply only to the Reserved or Allocation Resource Pool experiencing such Outage.

#### For Opencloud Instances and Opencloud Compliant Instances:

Length of Service Outage	Opencloud Instances or Opencloud Compliant Instances MRC Credit Amount^:
< 5 min	0% of the applicable MRC
5 min - < 15 minutes	10% of the applicable MRC
15 min - < 30 min	20% of the applicable MRC
30 - < 45 min	30% of the applicable MRC
45 - < 60 min	40% of the applicable MRC
> 60 min	50% of the applicable MRC

^ For the avoidance of doubt, a Reserved or Allocation Resource Pool shall consist of compute power (GHz), memory (RAM) and storage (GB or TB) and such credit shall apply only to the Reserved or Allocation Resource Pool experiencing such Outage.

#### For File Storage Service:

Length of Service Outage	File Storage MRC Credit Amount:
< 15 min	0% of the applicable MRC
15 min - < 30 min	20% of the applicable MRC
30 - < 45 min	30% of the applicable MRC
45 - < 60 min	40% of the applicable MRC
> 60 min	50% of the applicable MRC





#### For Object Storage Service:

Length of Service Outage	Object Storage MRC Credit Amount:
< 15 min	0% of the applicable MRC
15 min - < 30 min	20% of the applicable MRC
30 - < 45 min	30% of the applicable MRC
45 - < 60 min	40% of the applicable MRC
> 60 min	50% of the applicable MRC

#### For Single-Tenant Cloud Service:

Length of Service Outage	STC MRC Credit Amount:
< 4 hours	0% of the applicable MRC
4 – <6 Hours	10% of the applicable MRC
6 – <8 Hours	25% of the applicable MRC
8 – <10 Hours	50% of the applicable MRC
10 – <12 Hours	75% of the applicable MRC
>12 Hours	100% of the applicable MRC

In no event will Service Outage credits for a MTC Resource Pool, MTC Compliant Resource Pool, Opencloud Instances, Opencloud Compliant Instances, File Storage or Object Storage Service for any one (1) month exceed fifty percent (50%) of the MRC for the applicable Service. In no event will Outage credits for STC Service for any one (1) month exceed one hundred percent (100%) of the MRC for the Service.

#### 1.4 Retrieval Period

Customer shall have up to thirty (30) consecutive calendar days immediately following its request for termination of an Ordering Document to arrange access to the Services for the purpose of removing its data (“**Removal Interval**”). US Signal shall destroy any Customer data that remains after the Removal Interval. Upon Customer’s request, US Signal may, at its sole discretion, assist in Customer’s retrieval of its data, which shall be described under a separate addendum or agreement as referenced herein. The terms and conditions of this Agreement shall survive any expiration or termination of any applicable Ordering Document, or the Agreement, until such time as Customer’s data is either: 1) removed from US Signal’s cloud infrastructure by Customer; 2) transferred to a third party cloud infrastructure through engagement with US Signal’s Professional Services team, documented via separately executed SOW; or 3) destroyed by US Signal. For the avoidance of doubt, the terms and conditions in this Agreement shall apply until Customer’s data is no longer in US Signal’s possession.

#### 1.5 Responsibilities of Customer

Customer is solely responsible for: (a) configuring and maintaining the operating systems for the Cloud Services (as those terms are defined in this Cloud Service Schedule); (b) installation and/or patching of any applications for the Cloud Services; (c) obtaining and maintaining all licenses required for the operating systems installed on the Cloud Services, other than those Third Party Software Licensing Service as defined herein; (d) the security, including the encryption of data to National Institute of Standards of Technology in the United States (NIST) Data at Rest Special Publication 800-111 and Data in Motion Special Publication 800-52 standards; (e) its compliance with all laws in connection with the Services under the Agreement; (f) loss of stored data resulting from an act by Customer; (g) the integrity of its data; (h) any host-based anti-virus, malware or spyware; and (k) the on and/or off-Boarding of Customer’s data onto the Services.

## SECTION 2 DEDICATED INTERNET ACCESS SERVICE

#### 2.1 Fixed Port Service

US Signal’s Dedicated Internet Access (“**DIA**”) Service provides a continuous connection to the public Internet (the “**Internet**”) across US Signal’s protected backbone. Fixed service allows Customer access to US Signal’s network at a predetermined rate. The rate charged for the port will not fluctuate with use. Layer 3 and Layer 4 Distributed Denial of Service Protection (“**DDoS Protection**”) is automatically provided for Fixed Port Service and billed as a separate service component, covering the entirety of committed bandwidth. See Section 2.12 for DDoS Protection for Dedicated Internet Access description and charges.

#### 2.2 Burstable Port Service



Burstable service allows Customer to access US Signal's network at up to 10 Gbps. Actual burstable speed is dependent upon Customer's access type and CPE deployment. Recurring charges are based upon Customer's selected burstable service level and monthly sustained use level at the 95<sup>th</sup> percentile. The procedure used by US Signal for 95<sup>th</sup> percentile billing is to sample the rate of traffic on an interface once every 5 minutes, and record these values for one billing period (usually one month, for example 8640 samples for 30 days). At the end of the billing period, the samples are sorted in order from highest to lowest, the top 5% (ex: 432 samples, or the top 36 hours) is removed, and the value immediately under this (the 8208<sup>th</sup> sample) is the 95<sup>th</sup> percentile. This process is done twice, once for inbound traffic and once for outbound, and the larger of the two values is what is billed. If during any month, Customer's use exceeds the selected burstable service level, then Customer's invoice shall be adjusted according to the following two (2) step formula:

$$\text{Burstable Port MRC} \div \text{Service Level Mbps} = \text{Price per Mbps}$$

$$(\text{Price per Mbps} + \$5) \times \text{Mbps over Service Level} + \text{Burstable Port MRC} = \text{Month's Burstable Port Charge}$$

Layer 3 and Layer 4 DDoS Protection is automatically provided for Burstable Port Service and billed as a separate service component, covering the entirety of committed bandwidth, with no additional DDoS charges assessed if bursting occurs above the committed bandwidth. See Section 2.12 for DDoS Protection for Dedicated Internet Access description and charges.

## 2.3 Cloud Based Managed Security

Cloud Based Advanced Security ("CBAS") and Managed Firewall, collectively referred to as ("**Cloud Based Managed Security**") or "**CBMS**") are types of managed security appliances inside of a US Signal managed data center that places security at the private network perimeter and stands between Customer's private network and the Internet. The CBMS features may be found at <https://ussignal.com/cloud/managed-security>. Any additional tunnels after the initial set-up will be invoiced at twenty five dollars (\$25) each for each block of five (5) tunnels. Customer acknowledges that CBMS does not guarantee full protection from all security risks. Any Customer requested changes to its CBMS shall be made by Customer's authorized representative, in writing, to US Signal's Technical Operations Center ("TOC") at [toc@ussignal.com](mailto:toc@ussignal.com). Any requests to downgrade CBMS will require a thirty (30) days' notice.

## 2.4 Service Changes

### a. Fixed Port– Technical Operations Center

Customer may upgrade its Fixed Port up to 1000 Mbps or downgrade the Fixed Port ("**Fixed Port TOC Change**") by opening a trouble ticket with US Signal's TOC at 888.663.1700. Charges shall apply to a Fixed Port downgrade and the change shall remain coterminous to the original SIT of the applicable OFS. Revenue portability may be available on an individual case basis. Customer may upgrade or downgrade its Fixed Port's bandwidth in increments of 10 Mbps to 1000 Mbps subject to availability and CBMS capability. Any Fixed Port TOC Change request greater than 1000 Mbps shall be according to the Service Upgrade terms and conditions described in this Cloud Service Schedule, Section 2.4 (b) below. Rates are calculated according to the following formula:

$$\text{Fixed Port MRC} \div \text{Service Level Mbps} = \text{Price per Mbps}$$

$$\text{Price per Mbps} \times \text{Service Change Configuration (Mbps)} = \text{New Service MRC}$$

After successful installation, US Signal's TOC representative shall confirm such Fixed Port TOC Change in a Service Change Email Notification. Customer shall pay to US Signal all recurring and non-recurring charges for the Fixed Port TOC Change as set forth in Customer's next applicable invoice. US Signal's provisioning objective for a Fixed Port TOC Change increase is four (4) hours from the time Customer opens a trouble ticket with US Signal's TOC. Customer may downgrade any Fixed Port upgraded to any qualifying bandwidth of at least 10 Mbps via written request to the TOC, thirty (30) days after the date of the last Service Change Email Notification sent to Customer. Any requests for a decrease in Fixed Port will require a thirty (30) days' notice. Downgrades to a Fixed Port Subscribed Level via the TOC apply only to a Fixed Port used to access Customer's Cloud Services.

### b. Fixed and Burstable Port – OFS

Excluding Fixed Port TOC Upgrades as described above, upgrading of either the Fixed or Burstable Port Services ("**Port Service(s)**") to ones of higher capacity is described as a service upgrade where the original service is not considered terminated. The new service must be of equal or longer term to the original services to avoid an early termination charge, as described in the Agreement. New installation charges and execution of a new OFS apply. Access to US Signal's network that is considered Off-net may result in a third-party early cancellation charge. Any Off-net upgrade considerations should be reviewed by a US Signal representative and Customer.



## 2.5 Service Location Move

Customer may move service at its existing service location(s) to a new location, whereby the original service is not considered terminated. Move may result in different monthly recurring charges. New Installation charges apply. Access to US Signal's network that is considered Off-net may result in a third-party early cancellation charge. Move considerations should be reviewed by a US Signal representative and Customer prior to a move request. Any move request requires execution of a new OFS, upon sixty (60) days' notice.

## 2.6 Port Change

In the event Customer purchases either Fixed or Burstable Port ("**Port Type**") Service with managed security, Customer may change its current Port Type to the other Port Type, at equal bandwidth, by executing an OFS (collectively "**Port Type Change**"). The MRC rates for the Port Type Change shall remain unchanged. Burstable charges may apply.

## 2.7 Technical Standards of Performance

Refer to <https://ussignal.com/sla-agreements> for the service metrics. CBMS performance will be measured in accordance with the availability metric for Dedicated Internet Access Service.

## 2.8 Outage Credits

In the event US Signal fails to meet the service metrics as defined in Technical Standards of Performance above, Customer shall be entitled to a credit determined according to the following formulas:

**For Port Service:** Availability Outage credit =  $\frac{(\text{Hours of outage} - 1 \text{ hour}) \times (\text{Applicable Port Service MRC})}{720}$

**Jitter, Latency or Packet Loss:** Outage Credit =  $\frac{\text{Total applicable Port Service MRC}}{30}$

**For CBMS Service:** Outage credit =  $\frac{(\text{Hours of outage} - 1 \text{ hour}) \times (\text{CBMS MRC})}{720}$

In no event will Outage credits for the applicable Port Service for any one (1) month exceed one hundred percent (100%) of the MRC for the applicable Service. In no event will Outage credits for the CBMS for any one month exceed one hundred percent (100%) of the MRC for the applicable Service.

## 2.9 IP Addresses

IP addresses are not portable and not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed and may be modified as required by US Signal and/or the American Registry for Internet Numbers ("**ARIN**"). Customer may request additional IP addresses by opening a trouble ticket with US Signal's Technical Operations Center ("**TOC**") at 888.663.1700. Each request for additional IP addresses is subject to availability and US Signal's approval of Customer's completed IP Justification Form. After Customer's receipt of the additional IP addresses, US Signal's TOC representative shall confirm the transaction with Customer via email notification. Customer shall pay to US Signal all recurring and non-recurring charges for the additional IP addresses as set forth in Customer's next applicable invoice.

## 2.10 DNS Policy

US Signal's initial set-up shall allow up to twenty-five (25) domains for Primary DNS and up to fifty (50) domains for Secondary services. Any domain changes, additions or deletions to either DNS service after the initial set-up will be invoiced at twenty dollars (\$20) each. Customer is responsible for the registration of all domain names and the coordination of IP addresses with its registrar.

## 2.11 Responsibilities of Customer

Customer is solely responsible for: (a) the security, including the encryption of data to National Institute of Standards of Technology in the United States (NIST) Data at Rest Special Publication 800-111 and Data in Motion Special Publication 800-52 standards; (b) its compliance with all laws in connection with the Services under the Agreement; (c) loss of stored data resulting from an act by Customer; (d) the integrity of its data; (e) any host-based anti-virus, malware or spyware; and (f) the on and/or off-Boarding of Customer's data onto the Services unless US Signal professional services are requested.



## 2.12 DDoS Protection for Dedicated Internet Access

DDoS Protection for Dedicated Internet Access defends customers against Layer 3 and Layer 4 network-based flood attacks, utilizing advanced behavioral-based detection, automatic real-time signature creation to protect against zero-day attacks, and in-house scrubbing appliances to perform real-time detection and mitigation.

The DDoS Protection for Dedicated Internet Access is billed as a service component assessed per DIA port, fixed or burstable, based on the committed bandwidth of the Customer.

DDoS Protection is coterminous with the Dedicated Internet Access Port term. Customers may opt-out of DDoS Protection for DIA at the time the DIA port is ordered by signing a waiver and assuming responsibility for protection against DDoS attacks.

## SECTION 3 BACKUP-AS-A-SERVICE (“BAAS”)

### 3.1 Description and Rates

Backup-as-a-Service (“BaaS”) is a backup solution supporting: 1) physical and virtual servers; and 2) workstations. US Signal shall operate and manage two (2) geographically diverse data center storage targets for Customer backups. Customer shall: 1) install the underlying software as agent-based or agentless; 2) manage its backups via a US Signal provided web portal; and 3) select one (1) of the two (2) data center targets from the available US Signal data centers or Customer’s own physical infrastructure. When utilizing the US Signal infrastructure, Customer’s data shall be hosted on block or object based storage with erasure coding. There are two ways to purchase BaaS:

- a. BaaS may be purchased on a month-to-month term whereby Customer’s charges for the service are based upon monthly data consumption. Usage rates are priced according to the GB rate on the service’s OFS. Customer may terminate BaaS on month-to-month term upon thirty (30) days’ prior written notice. Customer is responsible for all charges up until the date of termination. In the event Customer’s Consumed Data equals zero (0) for more than ninety (90) consecutive calendar days, then US Signal may terminate the applicable BaaS upon ten (10) days written notice; or,
- b. BaaS may be purchased on a term (“BaaS Minimum”) whereby Customer’s charges are discounted by committing to a minimum data consumption threshold invoiced as an MRC each month. Any data consumed beyond the BaaS Minimum threshold is priced according to the per GB rate on the service’s OFS. Any data consumed on Customer’s own physical infrastructure does not apply to the minimum data consumption threshold for the BaaS Minimum. Cancellation of BaaS Minimum service prior to the expiration of its SIT is subject to the Early Termination charges as described in the Agreement.

Usage and/or overage charges for BaaS Minimum are based upon Customer’s actual storage (GB) consumed each month (“Consumed Data”) which shall be monitored using third party software. Billing periods shall commence on the first (1<sup>st</sup>) of the month and end on the last day of the month. Consumed Data shall be calculated on the amount of Customer’s data present in the BaaS environment on the last day of the billing period. Such charges shall be billed in arrears according to the following formula:

$$\text{Price per GB} \times \text{Actual GB Consumed Data by Customer during the previous month} = \text{Month's BaaS Charge}$$

US Signal may change month-to-month GB rates for BaaS upon thirty (30) days’ written notice. Customer shall be responsible for all recurring charges up until the date of termination.

### 3.2 FastPath (Optional)

FastPath provides Customer a private connection between Customer’s BaaS storage and its applicable US Signal Cloud Service. FastPath shall include a Fixed Port with a Cloud Based Managed Security appliance. Customer shall provide US Signal one (1) of Customer’s IP addresses for the provisioning of FastPath. All associated MRCs for FastPath are on an individual case basis (“ICB”).

### 3.3 Advanced Backup (Optional)

Advanced Backup provides additional backup features such as expanded backup support for Microsoft SQL Clusters, Microsoft Exchange Clusters, Maria DB, MySQL, Oracle DB, and SAP HANA. Advanced Backup also provides continuous data protection, data protection map and compliance reporting, and off-host data processing.

Advanced Backup offers the follow types of workloads:



- a. Advanced Backup – Server: Workload for backups of physical servers.
- b. Advanced Backup – VM: Workload for backups of virtual servers.
- c. Advanced Backup – Host: Workload for backups of host servers.
- d. Advanced Backup – Workstation: Workload for backups of workstations.
- e. Advanced Backup – M365: Workload for backups of a Microsoft 365 seat.
- f. Advanced Backup – Google Workspace: Workload for backups of a Google Workspace seat.

Advanced Backup is charged at a per agent rate identified on the OFS. The rate is determined by the type of workload.

### 3.4 Service Changes

Customer may upgrade its existing BaaS Minimum once per calendar month by executing an OFS where the original service is not considered terminated. No early termination charge shall apply and the upgrade shall remain coterminous to the original SIT of the applicable OFS for such upgrade. Upon completion of the successful installation of an upgraded service, Customer may downgrade the same service, once per calendar month, to any qualifying level between the upgraded level and its original subscribed service configuration, as identified in the original OFS ("**BaaS Subscribed Level**"), by executing a new OFS. Customer must execute a new OFS for service to be established at the new level. Any service upgrade and subsequent service downgrade are sometimes individually and collectively referred to as a "**Service Change**" or "**Service Changes**". Service Changes may result in different MRCs. Any Service Change should be reviewed by a US Signal representative and Customer prior to a change request. Customer must request such Service Change with no less than ten (10) business days' notice.

### 3.5 Acronis Terms

BaaS utilizes certain Acronis products installed on or used with Customer's virtual machines. Customer's use of the BaaS services shall be governed by Acronis' terms found at <https://ussignal.com/licensing> which may be modified at any time and are incorporated by reference herein, and made a part of this Agreement ("**EULA**"). Customer shall indemnify, defend, and hold harmless US Signal and Acronis from and against any and all damages, fines, penalties, and claims, and all related costs and expenses to the extent arising out of or relating to any noncompliance by Customer of the EULA.

### 3.6 Responsibilities of Customer

Customer is solely responsible for: (a) providing US Signal with a proper account administrator for provisioning of the BaaS service; (b) providing US Signal fifteen (15) days written notice of any change to the account administrator; (c) configuration and management of Customer's backup plans; (d) providing US Signal's TOC adequate information in order to troubleshoot service related issues; (e) configuring and maintaining the operating systems for the Cloud Services (as those terms are defined in this Cloud Service Schedule); (f) installation and/or patching of any applications for the Cloud Services; (g) obtaining and maintaining all licenses required for the operating systems installed on the Cloud Services, other than those Third Party Software Licensing Service as defined herein; (h) the security, including the encryption of data to National Institute of Standards of Technology in the United States (NIST) Data at Rest Special Publication 800-111 and Data in Motion Special Publication 800-52 standards; (i) its compliance with all laws in connection with the Services under the Agreement; (j) loss of stored data resulting from an act by Customer; (k) the integrity of its data; (l) any host-based anti-virus, malware or spyware; and (m) the on and/or off-Boarding of Customer's data onto the Services.

### 3.7 Wholesale Trial Rights

If Customer selects Value Added Reseller ("**VAR**")/Managed Service Provider ("**MSP**") on its applicable OFS for the BaaS Service, then such Customer shall be considered a reseller under this Agreement ("**BaaS Reseller**"). The BaaS Reseller may configure through the BaaS, new end user customers under the trial mode type as indicated in the BaaS software ("**BaaS Trial**"). Such BaaS Trial shall provide full functionality of the BaaS Service with no usage charges commencing on the first (1<sup>st</sup>) day of such configuration and continuing for thirty (30) consecutive calendar days ("**Trial Term**"). Upon termination of the Trial Term the BaaS software shall automatically change the underlying end user customer to a normal production mode type and Rates, as identified in Section 3.1 herein, shall apply. If for any reason the BaaS software does not automatically change the mode type to production, Customer shall be responsible for charges incurred from the original termination date of the Trial Term through its current billing period.

### 3.8 Technical Standards of Performance

Refer to <https://ussignal.com/sla-agreements> for the technical standards of performance.

### 3.9 Outage Credits





In the event US Signal fails to meet the service metrics as defined in Technical Standards of Performance above ("**BaaS Outage**"), Customer shall be entitled to a credit determined according to the following table:

Length of BaaS Outage	BaaS Credit
< 4 hours	0% of the BaaS MRC
4 - <12 hours	25% of the BaaS MRC
12- <24hours	50% of the BaaS MRC
24 - <48 hours	75% of the BaaS MRC
>48 hours	100% of the BaaS MRC

Such MRC shall be based upon the previous month's BaaS MRC. In no event will BaaS Outage credits for BaaS for any one (1) month exceed one hundred percent (100%) of the current month's charges for the applicable BaaS.

### 3.10 Retrieval Period

Customer shall have up to thirty (30) consecutive calendar days immediately following its request for termination of an Ordering Document to arrange access to the Services for the purpose of removing its data ("**Removal Interval**"). US Signal shall destroy any Customer data that remains after the Removal Interval. Upon Customer's request, US Signal may, at its sole discretion, assist in Customer's retrieval of its data, which shall be described under a separate addendum or agreement as referenced herein. The terms and conditions of this Agreement shall survive any expiration or termination of any applicable Ordering Document, or the Agreement, until such time as Customer's data is either: 1) removed from US Signal's cloud infrastructure by Customer; 2) transferred to a third party cloud infrastructure through engagement with US Signal's Professional Services team, documented via separately executed SOW; or 3) destroyed by US Signal. For the avoidance of doubt, the terms and conditions in this Agreement shall apply until Customer's data is no longer in US Signal's possession.

## SECTION 4 CLOUD BACKUP FOR VEEAM ("CBFV")

### 4.1 Description

Cloud Backup for Veeam is a back-up solution allowing Veeam customers to extend their backup infrastructure to US Signal's cloud. CBFV supports virtual machines contained within supported hypervisors and machines protected by Veeam agent installations. US Signal shall operate and manage a data center storage target for Customer backups. Customer shall: 1) install the underlying Veeam Backup & Replication software; and 2) manage its backups via the provided software. Veeam Insider Protection, described in Section 4.2 shall be provisioned as part of the Service unless Customer chooses to opt-out. There are two ways to purchase CBFV:

- CBFV may be purchased on a month-to-month term whereby Customer's charges for the service are based upon Customer's actual storage (GB) consumed each month. Storage usage rates are priced according to the GB rate on the service's OFS. Customer may terminate CBFV on a month-to-month term upon five (5) business days' prior written notice. Customer is responsible for all charges up until the date of termination. In the event Customer's Consumed Data equals zero (0) for more than ninety (90) consecutive calendar days, then US Signal may terminate the applicable CBFV upon ten (10) days written notice; or,
- CBFV may be purchased on a term ("**CBFV Minimum**") whereby Customer's charges are discounted by committing to a minimum data consumption threshold invoiced as an MRC each month. Any data consumed beyond the CBFV Minimum threshold is priced according to the per GB rate on the Service's OFS. Cancellation of CBFV Minimum service prior to the expiration of its SIT is subject to the Early Termination charges as described in the Agreement.

### 4.2 Veeam Insider Protection

Veeam Insider Protection for Cloud Backup for Veeam provides protection against malicious deletion of Veeam backup files stored in US Signal's cloud. Deleted backup files are retained in an air-gapped directory only accessible by US Signal for a default period of seven (7) days. Customer may elect a custom retention period on the initial OFS or via a written change request to US Signal's TOC. The deleted backup files may be returned to the Customer's backup repository by submitting a support request to the US Signal TOC. Veeam Insider Protection is included with the Service on a month-to-month basis whereby Customer's charges are based upon Customer's actual storage (GB) consumed on the last business day of the month. Usage rates are priced according to the Storage rate described in Section 4.3, hereof. Customer may request to opt-out of Veeam Insider Protection on the original OFS or upon thirty (30) days' written notice to US Signal's TOC.

### 4.3 Rates



- a. Recurring charges shall be billed in arrears and may include:

Storage charges are based upon Customer's actual storage (GB) consumed each month ("**Consumed Data**") which shall be monitored using third party software. Billing periods shall commence on the first (1<sup>st</sup>) of the month and end on the last day of the month. Consumed Data shall be calculated on the amount of Customer's data present in the CBFV environment on the last day of the billing period, according to the following formula:

Price per GB X Actual GB Consumed Data by Customer during the previous month = Month's Storage Usage Charge

- b. US Signal may change monthly recurring rates for CBFV upon thirty (30) days' written notice.

#### 4.4 Veeam Terms

Customer's continued use of the Veeam software shall be subject to Customer's compliance with Veeam's license terms found at <https://www.veeam.com/eula.html> which may be modified at any time, incorporated by reference herein, and made a part of this Cloud Service Schedule.

#### 4.5 Responsibilities of Customer

Customer is solely responsible for: (a) providing US Signal with a proper account administrator for provisioning of the CBFV service; (b) providing US Signal fifteen (15) days written notice of any change to the account administrator; (c) configuration and management of Customer's backup plans; (d) providing US Signal's TOC adequate information in order to troubleshoot service related issues; (e) configuring and maintaining the operating systems for the Cloud Services (as those terms are defined in this Cloud Service Schedule; (f) installation and/or patching of any applications for the Cloud Services; (g) obtaining and maintaining all licenses required for the operating systems installed on the Cloud Services, other than those Third Party Software Licensing Service as defined herein; (h) the security, including the encryption of data to National Institute of Standards of Technology in the United States (NIST) Data at Rest Special Publication 800-111 and Data in Motion Special Publication 800-52 standards; (i) its compliance with all laws in connection with the Services under the Agreement; (j) loss of stored data resulting from an act by Customer; (k) the integrity of its data; (l) any host-based anti-virus, malware or spyware; (m) the on and/or off-Boarding of Customer's data onto the Services; and (n) maintaining an interoperable software version compatible with US Signal's current software version. Upgrading or patching software versions without confirmation of interoperability shall void all US Signal responsibilities in relation to this product, including Outage Credits.

#### 4.6 Technical Standards of Performance

Refer to <https://ussignal.com/sla-agreements> for the technical standards of performance.

#### 4.7 Outage Credits

In the event US Signal fails to meet the service metrics as defined in Technical Standards of Performance above ("**CBFV Outage**"), Customer shall be entitled to a credit determined according to the following table:

Length of CBFV Outage	CBFV Credit
< 4 hours	0% of the CBFV MRC
4 - <12 hours	25% of the CBFV MRC
12- <24hours	50% of the CBFV MRC
24 - <48 hours	75% of the CBFV MRC
>48 hours	100% of the CBFV MRC

Such MRC shall be based upon the previous month's CBFV MRC. In no event will CBFV Outage credits for CBFV for any one (1) month exceed one hundred percent (100%) of the current month's charges for the applicable CBFV.

#### 4.8 Retrieval Period

Customer shall have up to thirty (30) consecutive calendar days immediately following its request for termination of an Ordering Document to arrange access to the Services for the purpose of removing its data ("**Removal Interval**"). US Signal shall destroy any Customer data that remains after the Removal Interval. Upon Customer's request, US Signal may, at its sole discretion, assist in Customer's retrieval of its data, which shall be described under a separate addendum or agreement as referenced herein. The terms and conditions of this Agreement shall survive any expiration or termination of any applicable Ordering Document, or the Agreement, until such time as Customer's data is either: 1) removed from US Signal's cloud infrastructure by Customer; 2) transferred to a third party cloud infrastructure through engagement with US Signal's Professional Services team, documented via separately executed SOW; or 3) destroyed by US Signal. For the avoidance of doubt, the terms and



conditions in this Agreement shall apply until Customer's data is no longer in US Signal's possession. In the event Customer deletes any of its data, it can be recovered by calling or emailing the TOC. Such request must be made within five (5) days of deletion.

## SECTION 5 CLOUD REPLICATION FOR VEEAM

### 5.1 Description

Cloud Replication for Veeam ("**CRFV**") is a back-up solution allowing customers to replicate and failover workloads into a US Signal MTC Resource Pool utilizing Veeam Cloud Connect Backup software. CRFV is an unmanaged Service where Customer is responsible for replication job configuration and failovers. US Signal provides the target for Customer's replication and VMware vCloud Director as a management interface. CRFV may be purchased on a Service Term or on a month-to-month basis. Customer's charges for the Service are based upon Customer's actual usage as further defined in Section 5.2 herein. Usage rates are priced according to the rates on the Service's OFS. Customer may terminate CRFV on month-to-month term upon thirty (30) days' prior written notice. Customer is responsible for all charges up until the date of termination. In the event Customer's Consumed Data, as defined below, equals zero (0) for more than ninety (90) consecutive calendar days, then US Signal may terminate the applicable CRFV service upon ten (10) days written notice.

### 5.2 Rates

CRFV consists of both recurring and non-recurring charges described as follows:

- a. Recurring charges:
- i. VM Replication Fee - Usage: Charge based on peak number of VMs replicated concurrently during the billing period according to the following formula:

$$\text{Price per VM} \times \text{Peak Number of VMs Replicated Per Day} = \text{VM Replication Fee}$$

- ii. Gold Storage - Usage: Usage charges are based upon Customer's average storage (GB) consumed each month ("**Consumed Data**") which shall be monitored using third party software. The billing period shall commence on the first (1st) of the month and end on the last day of the month. Consumed Data shall be calculated by taking an average of Customer's peak data present per day of both powered-on and powered-off machines in the CRFV environment during the billing period. Such recurring charges shall be billed in arrears according to the following formula:

$$\text{Price per GB} \times \text{Consumed Data} = \text{Gold Storage - Usage}$$

- b. Non-recurring or event-based charges also apply when Customer experiences a failover event ("**CRFV Failover Event**") or desires to test CRFV ("**CRFV Test Event(s)**"), (collectively "**CRFV Event**"). In the event of a CRFV Event, US Signal shall invoice Customer on a usage basis for:
- i. **vCPU Fee**: Customer must purchase the needed amount of vCPU on a 1:4 vCPU:RAM ratio (where 1 vCPU includes 4GB of memory) for their disaster recovery needs; plus
- ii. **CRFV Event**: support rates according to the following table:

CRFV Event	NRC (per quarter engineering hour)
Failover Event	\$62.50
Test Event	\$25.00

Customer shall be eligible for up to two (2) free CRFV Test Events that last up to forty eight (48) consecutive hours during any three hundred and sixty five (365) consecutive day period commencing on the first (1<sup>st</sup>) day of the SIT. Any CRFV Test Event that: 1) last longer than forty eight (48) hours; or 2) exceeds the two (2) free CRFV Test Events shall be billed according to the CRFV Event NRC as identified above plus the Compute and Memory charges. Billing for a CRFV Event shall cover the interval of time from CRFV Declaration to CRFV Conclusion as further described in Section 5.5., herein. US Signal shall invoice Customer in increments of fifteen (15) minutes or a fraction thereof rounded up to the nearest whole increment. In order to obtain a credit for the charges related to one of the two (2) free qualifying CRFV Test Events, Customer shall make a written request to [orders@ussignal.com](mailto:orders@ussignal.com) within thirty (30) days of the conclusion of the event.

### 5.3 Layer 2 Extension (Optional)



Layer 2 Extension provides Customer a private Layer 2 VPN connection between Customer's equipment at its Ground site and its applicable US Signal Cloud Service. Layer 2 Extension includes a VMware NSX Edge instance to allow the same subnet to exist in both the Ground site and US Signal Cloud. Layer 2 Extension may be purchased on a term or month-to-month basis and all associated MRCs are on an individual case basis ("ICB").

#### 5.4 Configuration Requirements

The Following are additional service requirements for CRFV;

- Customer shall utilize the Ground to Cloud, as defined in Section 5.3 of the Managed Service Schedule replication design.
- Customer shall own and manage equipment at Ground site.
- Equipment shall replicate to a US Signal MTC Resource Pool.
- Customer shall purchase a US Signal CBAS along with a DIA Port as described in Sections 2.1 and 2.3 in this Cloud Service Schedule for proper connectivity.
- No individual VM shall exceed 32 vCPUs.

#### 5.5 CRFV Event Operation

A CRFV Event begins when Customer powers on replicated workloads in the cloud ("**CRFV Declaration**") and ends when workloads in the cloud are powered off ("**CRFV Conclusion**").

#### 5.6 Responsibilities of Customer

Customer is solely responsible for: (a) providing US Signal with a proper account administrator for provisioning of the CRFV service; (b) providing US Signal fifteen (15) days written notice of any change to the account administrator; (c) configuration and management of Customer's backup plans; (d) providing US Signal's TOC adequate information in order to troubleshoot service related issues; (e) configuring and maintaining the operating systems for the Cloud Services (as those terms are defined in this Cloud Service Schedule; (f) installation and/or patching of any applications for the Cloud Services; (g) obtaining and maintaining all licenses required for the operating systems installed on the Cloud Services, other than those Third Party Software Licensing Service as defined herein; (h) the security, including the encryption of data to National Institute of Standards of Technology in the United States (NIST) Data at Rest Special Publication 800-111 and Data in Motion Special Publication 800-52 standards; (i) its compliance with all laws in connection with the Services under the Agreement; (j) loss of stored data resulting from an act by Customer; (k) the integrity of its data; (l) any host-based anti-virus, malware or spyware; (m) the on and/or off-Boarding of Customer's data onto the Services; and (n) maintaining an interoperable software version compatible with US Signal's current software version. Upgrading or patching software versions without confirmation of interoperability shall void all US Signal responsibilities in relation to this product, including Outage Credits.

#### 5.7 Technical Standards of Performance

Refer to <https://ussignal.com/sla-agreements> for the technical standards of performance.

#### 5.8 Outage Credits

In the event US Signal fails to meet the service metrics as defined in Technical Standards of Performance above ("**CRFV Outage**"), Customer shall be entitled to a credit determined according to the following table:

Length of CRFV Outage	CRFV Credit
< 4 hours	0% of the CRFV MRC
4 - <12 hours	25% of the CRFV MRC
12- <24hours	50% of the CRFV MRC
24 - <48 hours	75% of the CRFV MRC
>48 hours	100% of the CRFV MRC

Such MRC shall be based upon the previous month's CRFV MRC. In no event will CRFV Outage credits for CRFV for any one (1) month exceed one hundred percent (100%) of the current month's charges for the applicable CRFV.

#### 5.9 Retrieval Period

Customer shall have up to thirty (30) consecutive calendar days immediately following its request for termination of an Ordering Document to arrange access to the Services for the purpose of removing its data ("**Removal Interval**"). US Signal shall destroy any Customer data that remains after the Removal Interval. Upon Customer's request, US Signal may, at its sole discretion, assist in Customer's retrieval of its data, which shall be described under a separate addendum or agreement as referenced



herein. The terms and conditions of this Agreement shall survive any expiration or termination of any applicable Ordering Document, or the Agreement, until such time as Customer's data is either: 1) removed from US Signal's cloud infrastructure by Customer; 2) transferred to a third party cloud infrastructure through engagement with US Signal's Professional Services team, documented via separately executed SOW; or 3) destroyed by US Signal. For the avoidance of doubt, the terms and conditions in this Agreement shall apply until Customer's data is no longer in US Signal's possession.

## **SECTION 6 THIRD PARTY SOFTWARE LICENSING**

### **6.1 Description**

Third Party Software Licensing is a month-to-month software as a service ("**SaaS**") for certain Microsoft products installed on or used with the Cloud Services. Third Party Software Licensing is ordered per individual MTC Resource Pool, MTC Compliant Resource Pool or STC configuration.

### **6.2 Rates**

Recurring charges are applied on an individual case basis ("**ICB**"). In the event US Signal incurs an increase from Microsoft for its Third Party Software Licensing rates effective each year on January 1<sup>st</sup> ("**Licensing Cost Increase**"), US Signal reserves the right to pass through the impact of such Licensing Cost Increase to Customer, on a pro rata or proportionate basis.

### **6.3 Microsoft's Terms**

Customer's use of the Third Party Software Licensing services shall be governed by Microsoft's license terms found at <http://ussignal.com/licensing> which may be modified at any time, incorporated by reference herein and made a part of this Agreement ("**Microsoft Terms**"). In the event Customer resells or rebills the Third Party Software Licensing services to any end user, then Customer shall include terms substantially similar to, but no less restrictive than, the terms found in this entire Section 6 and the Microsoft Terms.

### **6.4 Microsoft Audits**

Customer shall cooperate with US Signal in the event that Microsoft requests the Customer's participation in an audit of the Third Party Software Licensing services ("**Microsoft Audit**"). Customer agrees that US Signal may provide Microsoft with the following information without notice to Customer: (a) Customer's name and address; (b) the number of Third Party Software Licensing service licenses provided to Customer; and (c) a list of the Microsoft software products which run in such configurations. If a Microsoft Audit reveals Customer's unlicensed use of the Third Party Software Licensing, Customer shall pay US Signal one hundred twenty five (125%) percent of Customer's Third Party Software Licensing MRC for each unpaid license for the applicable OFS's total SIT, plus Microsoft's actual costs for verification of Customer's compliance. Additionally, if Microsoft determines that Customer is non-compliant with the Third Party Software Licensing program requirements and Customer does not cure the non-compliance within a time period specified by Microsoft, then US Signal may terminate this Agreement or the applicable OFS for cause. Customer shall indemnify, defend, and hold harmless US Signal and Microsoft from and against any and all damages, fines, penalties, and claims, and all related costs and expenses to the extent arising out of or relating to: 1) any noncompliance by Customer of the Third Party Software Licensing program requirements, including but not limited to any violation of the Microsoft's Terms; 2) Customer's improper installation of the Third Party Software Licensing service; 3) any virus introduced by Customer; 4) unauthorized installation, use access, copying, reproduction, and/or distribution of any portion of the Third Party Software Licensing services; or 5) inaccurate self-reporting of Third Party Software Licensing usage to US Signal. Microsoft shall be a third party beneficiary of the Agreement with the right to enforce provisions of this Agreement and verify the compliance of Customer.

### **6.5 Third Party Software Report**

Customers shall self-report the usage of the Third Party Software Licensing service on the twentieth (20<sup>th</sup>) day of each month ("**Monthly Report Due Date**") to US Signal at [USSLicensing@ussignal.com](mailto:USSLicensing@ussignal.com). US Signal shall supply a standard form, at the beginning of the SIT, for the applicable OFS, for Customer to complete monthly. In the event the self-report reflects a change in Customer's third party license usage then such report shall serve as the OFS and the new applicable changes shall apply. Customer shall submit the form to US Signal no later than the Monthly Report Due Date. If Customer does not submit the self-report by the Monthly Report Due Date, US Signal shall report the last received self-report values from Customer to Microsoft for compliance with the Microsoft Terms. For the avoidance of doubt, the foregoing does not relieve Customer of any reporting obligations under this Agreement.

### **6.6 Trouble Reporting**





In the event Customer experiences trouble with installation, licensing or the operating system performance of the Third Party Software Licensing services, Customer may report such issues to the US Signal TOC (collectively "**Trouble Ticket**"). Customer must create a Trouble Ticket by notifying US Signal's TOC at either: (a) [toc@ussignal.com](mailto:toc@ussignal.com); or (b) toll free at 888.663.1700. US Signal shall respond to Customer within thirty (30) minutes upon creation of the Trouble Ticket. In the event that US Signal fails to meet this response objective, then Customer qualifies for a response credit equal to ten percent (10%) of its Service Call Rate as defined herein for the applicable Trouble Ticket. In no event will credits during any one (1) calendar month exceed 100% of the MRC for any affected Third Party Software Licensing service.

## 6.7 Service Call Rates

Consulting hours and Trouble Tickets for the Third Party Software Licensing services will be invoiced at two hundred fifty (\$250.00) dollars per hour for Customer's request of US Signal's assistance with the Service between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday local time ("**Business Hours**"). After Business Hours, consulting hours and Trouble Tickets for Third Party Software Licensing services shall be invoiced at three hundred fifty (\$350.00) dollars per hour.

## 6.8 Responsibilities of Customer

Customer is solely responsible for: (a) installation and/or patching of licensed software; (b) obtaining and maintaining all licenses required for compliance with the Microsoft Terms; (c) reporting in accordance with Section 6.5 herein.

# SECTION 7 HORIZON LICENSING

## 7.1 Description

VMware Horizon View licensing ("**Horizon Licensing**") shall only pertain to Horizon software installed on a Single-Tenant Cloud (STC) arrangement. Horizon Licensing is provided on a month-to-month basis. The elected version and edition of Horizon View software must be in active support with VMware. Customer is responsible for the installation and patching of the applicable software.

## 7.2 Rates

Horizon Licensing shall be purchased as a Concurrent Connection Unit block ("**CCU Block**"). A CCU is defined as a powered-on virtual machine with a connected virtual desktop session. The CCU Block purchased allows for a maximum CCU per month. Recurring charges are applied on an individual case basis ("**ICB**") with the CCU Block rate identified on the service's OFS.

## 7.3 CCU Block Reporting

Customer is responsible for reporting any CCU overage to [orders@ussignal.com](mailto:orders@ussignal.com), as reported by the software, against the purchased CCU Block. Customer shall notify US Signal by the 30<sup>th</sup> of each month. This notice by Customer serves as authorization for a NRC applicable to the overage. Overage charges are calculated as:

$$\text{Overage Charge} = \text{MRC per CCU Package} * \text{CCU Package Overage}.$$

For example, if a 10 CCU Block is purchased and the maximum CCU for a given month is 12 then Customer must report the total usage 12 to [orders@ussignal.com](mailto:orders@ussignal.com).

## 7.4 Service Changes

Upgrades or downgrades to the CCU Block can be made via an OFS once per month.

## 7.5 VMware Audits

Customer shall cooperate with US Signal in the event that VMware requests Customer's participation in an audit of the Horizon Licensing ("**VMware Audit**"). Customer agrees that US Signal may provide VMware with the following information without notice to Customer: (a) Customer's name and address; (b) the number of CCU Block licenses provided to Customer; and (c) a list of the VMware software products which run in such configurations. If a VMware Audit reveals Customer's unlicensed use of the Horizon Licensing, Customer shall pay US Signal one hundred twenty five (125%) percent of Customer's Horizon Licensing MRC for each unpaid license for the applicable OFS's total SIT, plus VMware's actual costs for verification of Customer's compliance, if applicable. Additionally, if VMware determines that Customer is non-compliant with the product terms and Customer does not cure the non-compliance within a time period specified by VMware, then US Signal may terminate this Agreement or the applicable OFS for cause. Customer shall indemnify, defend, and hold harmless US Signal and VMware from and against any and all damages, fines, penalties, and claims, and all related costs and expenses to the



extent arising out of or relating to: 1) any noncompliance by Customer of the VMware product terms; 2) Customer's improper installation of the VMware products; 3) any virus introduced by Customer; 4) unauthorized installation, use access, copying, reproduction, and/or distribution of any portion of the VMware products; or 5) inaccurate reporting of license usage to US Signal. VMware shall be a third party beneficiary of the Agreement with the right to enforce provisions of this Agreement and verify the compliance of Customer.

## 7.6 Support

In the event Customer needs to acquire Horizon software or experiences trouble with installation, licensing or the operating system performance of the Horizon Licensing, Customer may report such issues to the US Signal TOC (collectively "**Trouble Ticket**"). Customer must create a Trouble Ticket by notifying US Signal's TOC at either: (a) [toc@ussignal.com](mailto:toc@ussignal.com); or (b) toll free at 888.663.1700. US Signal shall respond to Customer within thirty (30) minutes upon creation of the Trouble Ticket. In the event that US Signal fails to meet this response objective, then Customer qualifies for a response credit equal to ten percent (10%) of its Support Call Rate as defined in Section 7.7 below for the applicable Trouble Ticket.

## 7.7 Support Call Rates

Consulting hours and Trouble Tickets for the Horizon Licensing will be invoiced at two hundred fifty (\$250.00) dollars per hour for Customer's request of US Signal's assistance with the Service between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday local time ("**Business Hours**"). After Business Hours, consulting hours and Trouble Tickets for Horizon Licensing shall be invoiced at three hundred fifty (\$350.00) dollars per hour.

# SECTION 8 VEEAM RENTAL LICENSING.

## 8.1 Description

Veeam Rental Licensing is a software as a service ("**SaaS**") for certain Veeam products available as an add-on for Cloud Backup for Veeam and Cloud Replication for Veeam services. Veeam Rental Licensing is purchased on a month-to-month basis whereby Customer's charges are based upon the quantity of units used monthly as reported by Customer. Usage rates are priced according to the rate on the Service's OFS. Customer's continued use of the Veeam software shall be subject to Customer's compliance with Veeam's license terms found at <https://www.veeam.com/eula.html> which may be modified at any time, incorporated by reference herein, and made a part of this Cloud Service Schedule.

## 8.2 Reporting

Customers shall self-report the usage of the Veeam Rental Licensing service on the twentieth (20th) day of each month ("**Monthly Report Due Date**") to US Signal at [usslicensing@ussignal.com](mailto:usslicensing@ussignal.com). US Signal shall supply a standard form, at the beginning of the SIT, for Customer to complete monthly. In the event any self-report reflects a change in Customer's Veeam Rental License usage, then the new license usage rates shall apply. Customer shall submit the form to US Signal no later than the Monthly Report Due Date. If Customer does not submit the self-report by the Monthly Report Due Date, US Signal shall report the last received self-report values from Customer to Veeam for compliance with the Veeam Terms. For the avoidance of doubt, the foregoing does not relieve Customer of any reporting obligations under this Agreement.

## 8.3 Veeam Audits

During the term of the Agreement and for a period of one (1) year thereafter, Customer shall cooperate with US Signal in the event that Veeam requests the Customer's participation in an audit of the Veeam Rental Licensing services ("**Veeam Audit**"). Customer agrees that US Signal may provide Veeam with the following information without notice to Customer: (a) Customer's name and address; (b) the number of Veeam Rental Licensing service licenses reported and provided to Customer; and (c) a list of the Veeam software products which run in such configurations. If a Veeam Audit reveals Customer's unlicensed use of the Veeam Rental Licensing, Customer shall pay US Signal one hundred twenty-five (125%) percent of Customer's Veeam Rental Licensing MRC for each unpaid license for the applicable OFS's total SIT, plus Veeam's actual costs for verification of Customer's compliance. Additionally, if Veeam determines that Customer is non-compliant with the Veeam Rental Licensing program requirements and Customer does not cure the non-compliance within a time period specified by Veeam, then US Signal may terminate this Agreement or the applicable OFS for cause. Customer shall indemnify, defend, and hold harmless US Signal and Veeam from and against any and all damages, fines, penalties, and claims, and all related costs and expenses to the extent arising out of or relating to: 1) any noncompliance by Customer of the Veeam Rental Licensing program requirements, including but not limited to any violation of Veeam's Terms; 2) Customer's improper installation of Veeam Rental Licensing service; 3) any virus introduced by Customer; 4) unauthorized installation, use access, copying, reproduction, and/or distribution of any portion of Veeam Rental Licensing services; or 5) inaccurate self-reporting of Veeam Rental Licensing usage to US Signal. Veeam shall be a third party beneficiary of the Agreement with the right to enforce provisions of this section and verify the compliance of Customer.



## SECTION 9 CLOUD LOAD BALANCER

### 9.1 Description

The Cloud Load Balancer (“**CLB**”) is a month-to-month virtual appliance that acts as a reverse proxy to provide Customer the ability to control how and when requests for data are sent to specific servers or server systems, within the Cloud Services, utilizing Customer defined criteria. CLB is deployed by US Signal and runs within a US Signal data center. CLB features shall be found at <https://ussignal.com/products/cloud-hosting/cloud-load-balancer> (“**CLB Features**”). Customer shall be responsible for: 1) managing CLB configuration and features; and 2) testing and confirming configured rules are working as desired. Customer acknowledges and agrees the CLB: 1) may only be used in conjunction with at least one (1) US Signal Allocation or Reserved Resource Pool environment; and 2) CLB Features may change from time to time. For the avoidance of doubt, CLB is not available with STC service.

### 9.2 Technical Standards of Performance

CLB performance will be measured in accordance with the Availability metric for MTC Resource Pools found at <https://ussignal.com/sla-agreements> (the “**CLB Service Metrics**”).

### 9.3 CLB Outage Credits

In the event US Signal fails to meet the CLB Service Metrics (“**CLB Outage**”), Customer shall be entitled to a credit determined according to the following table:

For CLB:

Length of CLB Outage	CLB Credit Amount
< 5 min	0% of the applicable CLB MRC
5 min - < 15 minutes	10% of the applicable CLB MRC
15 min - < 30 min	20% of the applicable CLB MRC
30 - < 45 min	30% of the applicable CLB MRC
45 - < 60 min	40% of the applicable CLB MRC
> 60 min	50% of the applicable CLB MRC

In no event will CLB Outage credits during any one (1) calendar month exceed one hundred percent (100%) of the applicable CLB MRC.

## SECTION 10 INTENTIONALLY LEFT BLANK

## SECTION 11 SELF-MANAGED DRAAS WITH ZERTO

### 11.1 Description

Self-Managed Disaster Recovery-as-a-Service (“**Self-Managed DRaaS**”) is a disaster recovery solution that provides a target environment for replication to the US Signal cloud for the protection and recovery of Customer’s production server environments utilizing Zerto virtual replication technology. US Signal shall manage both the infrastructure and network setup and configuration in order to support the replication from Customer’s production site to Customer’s replication site(s).

### 11.2 Term

Customer may purchase DRaaS on a month-to-month term basis. Customer may terminate DRaaS at any time upon five (5) business day’s prior written notice. Customer is responsible for all charges up until the date of termination.

### 11.3 Rates

Self-Managed DRaaS consists of both recurring and non-recurring charges described as follows:

- a. Recurring charges include: 1) the average number of virtual machines replicated per calendar month as reported by the replication software (“**VM Replication Fee**”); and 2) the replication site storage ordered on the Ordering Document (“**DRaaS Storage**”).



i. VM Replication Fee:

$$\frac{\text{Sum total of virtual machines replicated per day within the applicable calendar month} \times \text{rate per VM}}{\text{Number of days in the applicable calendar month}} = \text{VM Replication Fee}$$

ii. DRaaS Storage Fee: rate on Ordering Document based on initial storage allocation. Fees are adjusted in subsequent months based on GB used over the initial allocation determined by the original rate per GB.

- b. Non-recurring or event-based charges apply when Customer experiences a disaster that requires DRaaS ("DRaaS Disaster Event") or desires to test DRaaS ("DRaaS Test Event(s)"), (collectively "DRaaS Event"). In the event of a DRaaS Event, US Signal shall invoice Customer on a usage basis for the DRaaS Event support rates, according to the following table, when support from US Signal is requested:

DRaaS Event	NRC (per quarter hour)
Disaster Event	\$62.50
Test Event	\$25.00

- c. Customer shall be eligible for up to two (2) free DRaaS Test Events that last up to forty eight (48) consecutive hours during any three hundred and sixty five (365) consecutive day period commencing on the first (1<sup>st</sup>) day of the SIT. To declare a DRaaS Event, Customer shall notify the TOC by calling 888.663.1700 or by emailing [toc@ussignal.com](mailto:toc@ussignal.com) ("DRaaS Declaration"). A DRaaS Event shall end upon Customer's notification to US Signal that US Signal support is no longer required ("DRaaS Conclusion"). Any DRaaS Test Event that: 1) lasts longer than forty eight (48) hours; or 2) exceeds the two (2) free DRaaS Test Events shall be billed according to the DRaaS Event NRC as identified in Section 11.3b and the standard recurring charges as outlined in Section 11.3a shall apply. DRaaS Event charges shall cover the interval of time from DRaaS Declaration to DRaaS Conclusion as further described herein. US Signal shall invoice Customer in increments of fifteen (15) minutes or fraction thereof rounded up to the nearest whole increment. In order to obtain a credit for the charges related to one of the two (2) free qualifying DRaaS Test Events, Customer shall make a written request to [orders@ussignal.com](mailto:orders@ussignal.com) within thirty (30) days of the conclusion of the event.
- d. US Signal may change monthly recurring rates upon thirty (30) days' prior written notice.

#### 11.4 Configuration Requirements

The following are additional service requirements for Self-Managed DRaaS:

- Customer shall be responsible for the stability, quality and condition of Customer supplied equipment and software that supports the service.
- If there isn't already private connectivity established, Customer shall purchase a US Signal CBAS or CBAS+ firewall along with a DIA Port as described in Section 2.3 herein, to establish VPN access to applications running in the US Signal cloud during a Disaster Event.
- The VM maximums are 32 vCPUs and 5TB per disk.
- Customers with existing Enterprise Cloud Edition licenses from Zerto are responsible for managing and maintaining their license and for having proper support agreements in place with Zerto.

#### 11.5 Responsibilities of Customer

Customer is also solely responsible for: (a) the security, including the encryption of data to National Institute of Standards of Technology in the United States (NIST) Data at Rest Special Publication 800-111 and Data in Motion Special Publication 800-52 standards; (b) its compliance with all laws in connection with the Services under the Agreement; (c) loss of stored data resulting from an act by Customer; (d) the integrity of its data; (e) any host-based anti-virus, malware or spyware unless purchased through a Service; (f) the on and/or off-Boarding of Customer's data onto the Services; and (g) maintaining an interoperable software version compatible with US Signal's current software version. Upgrading or patching software versions without confirmation of interoperability shall void all US Signal responsibilities in relation to this product, including Outage Credits.

#### 11.6 Technical Standards of Performance

Refer to <https://ussignal.com/sla-agreements> for DRaaS technical standards of performance.



### 11.7 Outage Credits

In the event US Signal fails to meet the technical standards of performance identified in Section 11.6 above, then Customer shall be entitled to a restoral credit equal to the following table:

Length of Restoral	DRaaS SLA Credit
SLA + 1 Hour	10% of DRaaS MRC
SLA + 2 Hours	20% of DRaaS MRC
SLA + 3 Hours	30% of DRaaS MRC
SLA + 4 Hours	40% of DRaaS MRC
SLA + 5 Hours	50% of DRaaS MRC
SLA + 6 Hours	60% of DRaaS MRC
SLA + 7 Hours	70% of DRaaS MRC
SLA + 8 Hours	80% of DRaaS MRC
SLA + 9 Hours	90% of DRaaS MRC
SLA + 10 Hours	100% of DRaaS MRC

In no event will performance credits for DRaaS for any one (1) month exceed one hundred percent (100%) of the current month's charges for the applicable DRaaS.

### 11.8 Retrieval Period

Customer shall have up to thirty (30) consecutive calendar days immediately following its request for termination of an Ordering Document to arrange access to the Services for the purpose of removing its data ("**Removal Interval**"). US Signal shall destroy any Customer data that remains after the Removal Interval. Upon Customer's request, US Signal may, at its sole discretion, assist in Customer's retrieval of its data, which shall be described under a separate addendum or agreement as referenced herein. The terms and conditions of this Agreement shall survive any expiration or termination of any applicable Ordering Document, or the Agreement, until such time as Customer's data is either: 1) removed from US Signal's cloud infrastructure by Customer; 2) transferred to a third party cloud infrastructure through engagement with US Signal's Professional Services team, documented via separately executed SOW; or 3) destroyed by US Signal. For the avoidance of doubt, the terms and conditions in this Agreement shall apply until Customer's data is no longer in US Signal's possession.

## SECTION 12 ZERTO LICENSING

### 12.1 Description

Zerto Licensing allows Customers with an STC environment to implement disaster recovery services for the Customer premise (ground) utilizing Zerto's virtual replication technology licensing and is purchased in conjunction with STC components.

### 12.2 Rates

- Recurring charges are applied on an individual case basis ("**ICB**"). In the event US Signal incurs an increase from Zerto, US Signal reserves the right to pass through the impact of such Licensing Cost Increase to Customer, on a pro rata or proportionate basis.
- In the event Customer needs further assistance with installation, customization, or troubleshooting, then it may request US Signal assistance ("**Installation Assistance**") at an hourly rate of two hundred fifty (\$250.00) dollars per hour between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday local time ("**Business Hours**"). Such Installation Assistance may be documented via an MS Request or SS Request depending on the complexity required and shall be accepted at US Signal's sole discretion.

### 12.3 Term and Termination

Zerto Licensing shall be purchased on a month-to-month basis. Customer may terminate Zerto Licensing at any time upon thirty (30) days' prior written notice. Customer shall be responsible for all recurring charges up until the date of termination. Termination of Zerto Licensing does not include termination of Customer's STC or network components required to access customers STC. Such orders shall be on their own term as described in this Schedule or applicable separate agreement.

### 12.4 Responsibilities of US Signal





US Signal is responsible for the initial installation of the Zerto software into Customer's STC environment.

### **12.5 Responsibilities of Customer**

Customer is responsible for the installation of the Zerto software at the Customer premise including ongoing patching, customization and troubleshooting of the Zerto software.

### **12.6 Zerto Terms**

Customer's use of the Zerto Licensing services shall be governed by Zerto's license terms found at <http://www.zerto.com/zerto-terms-and-conditions-product/> which may be modified at any time, incorporated by reference herein and made a part of this Schedule ("Zerto Terms").

## **SECTION 13 ADVANCED EMAIL SECURITY ("AES")**

### **13.1 Description**

Advanced Email Security ("AES") is a US Signal service powered by Perception Point software to provide a secured email gateway solution and is licensed on a per inbox (user) basis. AES will analyze inbound Customer email with Perception Point's proprietary software with the intention of detecting and preventing threat vectors from reaching end-users email accounts. Access to AES is provided through an Acronis tenant such that Perception Point's portal is integrated and allows Customer to seamlessly and jointly consume purchased AES and BaaS.

### **13.2 Term**

Customer may purchase AES on a month-to-month basis in conjunction with BaaS. Customer may terminate AES upon thirty (30) days' prior written notice. Customer is responsible for all charges incurred up until termination. In the event Customer's active users with a valid inbox equal zero (0) for more than ninety (90) consecutive calendar days, then US Signal may terminate the applicable AES upon thirty (30) days written notice.

### **13.3 Rates**

AES usage charges are billed monthly and calculated based on the maximum number of protected inboxes in the month. Shared inboxes will count as a single inbox. AES charges are billed in arrears for the previous calendar month usage. US Signal may change month-to-month AES rates upon written notice to Customer. AES is available as a managed service for Customers who utilize Managed Backup for BaaS as defined in the Managed Services Schedule.

### **13.4 Perception Point Terms**

AES utilizes certain Perception Point software-as-a-service products. Customer's use of the AES services shall be governed by Perception Point's End User Licensing Agreement ("EULA") terms found at <https://ussignal.com/licensing> which may be modified at any time and are incorporated by reference herein, and made a part of the Agreement. Customer shall indemnify, defend, and hold harmless US Signal and Perception Point from and against any and all damages, fines, penalties, and claims, and all related costs and expenses to the extent arising out of or relating to any noncompliance by Customer of the EULA.

### **13.5 Responsibilities of Customer**

- a. Assign a project lead to serve as the primary point of contact for the AES implementation.
- b. Commit adequate personnel and resources to successfully implement the AES solution.
- c. Maintain Customer's production email platform according to vendor best practices and with current patches.
- d. Review and evaluate the reports and notifications provided by US Signal or AES software vendor and take necessary action for remediation.
- e. Contact US Signal if Customer believes an incident is in progress or has occurred.
- f. Perform US Signal or third party recommended changes to improve the operation or performance of AES or to resolve identified incidents.



- g. Coordinate with US Signal for decommissioning AES service from Customer's email platform.

### 13.6 Data Privacy and Use

Customer agrees and acknowledges that in the ordinary operation of AES, by the Customer's configuration of their email environment, the third party vendor will receive, analyze, and deliver email to Customer as required to provide the Service. Most of the information collected through the Services is not personally identifiable information ("PII") and relates to the security analysis of emails sent to an inbox by the third party provider. Some of the data collected may be considered PII depending on the jurisdiction's laws where it is collected, such as IP addresses, email addressing, email headers, email content and attachments. At Customer direction, US Signal may retrieve files as part of its Services to analyze certain malware threats or network information to facilitate operational support of the Service. US Signal does not collect nor process Customer or End-User email or data and does not warrant services provided by the third-party.

### 13.7 Technical Standards of Performance

Refer to <https://ussignal.com/sla-agreements> for the technical standards of performance.

### 13.8 Outage Credit

In the event US Signal fails to meet the technical standards of performance identified in Section 13.7 above, the Customer shall be entitled to a credit according to the following table:

Length of AES Outage	AES SLA Credit
< 4 Hours	10% of AES MRC
4 – < 8 Hours	20% of AES MRC
8 – < 12 Hours	40% of AES MRC
12 – < 16 Hours	60% of AES MRC
16 – < 20 Hours	80% of AES MRC
20 – 24 Hours	100% of AES MRC

Outage credits will not exceed 100% of the MRC for the Service in the month the Service was consumed.

Outage credits will not apply to the following conditions:

- a. During any trial periods, periods of scheduled or emergency maintenance times, periods of non-availability due to a force majeure event, downtime arising from acts or omissions of a third party, including without limitation infrastructure, malfunctioning devices, ISP, electricity and cloud service providers;
- b. Periods of suspension of service by Perception Point in accordance with Perception Point's terms of service or EULA;
- c. Customer is not using the service in accordance with vendor guidelines and documentation or improper handling of hardware and software used by Customer or an authorized third party, including without limitation IT management and cyber protection;
- d. To emails containing attachments that cannot be scanned based on capabilities described in the vendor documentation (i.e., encrypted attachments);
- e. A denial of service attack from a third party or Customer causes a denial of service attack to occur (or any similar event);
- f. Customer or third-party inability to access the primary or backup MX hosts servers due to a failing in the Internet;
- g. Viruses introduced to Customer's systems by Customer or through non-email sources.

## SECTION 14 SECURE ACCESS SERVICE EDGE ("SASE")

US Signal's Secure Access Service Edge ("SASE") is a suite of services utilizing Cato Networks Inc. hardware and software as a service to provide cloud-based connectivity and security.



## 14.1 SD-WAN

Software Defined Area Network ("SD-WAN"). Software Defined Wide Area Network solution is a fully managed service providing a network management overlay for secure and private connectivity between customer environments. This Service utilizes Cato Networks Inc. ("Cato") hardware and software-as-a-service ("SaaS") management portal for centralized configuration and delivery of SD-WAN.

### 14.1.1 SD-WAN Rates

SD-WAN consists of both Monthly Recurring Charges ("MRC") and non-recurring charges ("NRC") at the rates identified on the OFS and described as follows:

- a. **SD-WAN Site:** MRC based on the level of bandwidth purchased.
- b. **SD-WAN Mobile Users:** MRC charged per user with SD-WAN client access.
- c. **SD-WAN Socket:** MRC charged per hardware or software appliance.
- d. **SD-WAN IP Addresses:** MRC for purchase of additional IP Addresses.
- e. **SD-WAN Third Party IPsec:** MRC charged per third party IPsec connection with bandwidth limits of 5Mbps or less. Third party IPsec connections requiring more than 5Mbps will be billed as an additional SD-WAN Site.
- f. **Setup:** NRC for setup of SD-WAN hardware, software and services.
- g. **SD-WAN Socket Replacement Charge:** NRC for replacement of hardware damaged by customer.
- h. **SD-WAN Dual Mount Rack Kits:** NRC for SD-WAN Socket dual mount rack kits.
- i. **Capacity Pool Bandwidth:** MRC based on the level of bandwidth purchased.
- j. **Digital Experience Monitoring – User:** MRC based on the number of users licensed for Digital Experience Monitoring.

**Configuration Changes:** Initial configuration setup is included in the Setup NRC. Customer may request changes to configuration after the initial setup but is limited to receiving one (1) free hour per month of US Signal labor time to make such changes. If US Signal labor time exceeds one (1) hour for the month, hourly service rates shall apply. To request a configuration change, Customer may open a ticket with US Signal's Technical Operations Center ("TOC") by calling 888.663.1700 or by emailing [toc@ussignal.com](mailto:toc@ussignal.com).

### 14.1.2 Term

The term of this Agreement shall be the Service's Initial Term (SIT) set forth in the OFS, but in no event shall be less than twelve (12) months. The SIT for all SASE Services shall automatically renew for successive one-year periods thereafter (each the "Service's Renewal Term") unless Customer or US Signal provide the other party with written notice of its intention not to renew at least thirty (30) days before the expiration of the SIT or the Service's Renewal Term, individually and collectively referred to as the "Service Term". Should any OFS be submitted by Customer for additional SASE Services and/or SASE hardware (an "Additional Order") as defined within this Section 14 during any Service Term, the SIT of such Additional Order shall be pro-rated to concur with the existing Service Term so that the termination of all initial and renewal SASE Service Terms shall coincide to take effect on the same date.

### 14.1.3 Cato Terms

Customer's continued use of Cato proprietary software as a service ("SaaS"), hardware, software and/or services that are delivered to Customer shall be subject to Customer's compliance with Cato's Master Service Agreement found at <https://www.catonetworks.com/msa/>.

### 14.1.4 US Signal Responsibilities

US Signal will be responsible for the configuration, management, and monitoring of hardware and services. This includes the socket hardware ("Socket") and SaaS.

In Region - US Signal installs the Socket at Customer's service location that is located within fifty (50) miles of a US Signal point of presence. In the event such Socket is placed within a US Signal Colocation location, Customer agrees to: 1) verify its cabinet contains two (2) rack units of space; 2) supply its own power to the Socket; and 3) provide US Signal escorted access to the Socket to the extent reasonably determined by US Signal for the performance of its obligations required under the Agreement.

### 14.1.5 Customer Responsibilities

Customer is solely responsible for (a) power and environmental condition of the Socket in Customer's possession; and (b) its compliance with all laws in connection with the Services under the Agreement. For out of region locations, more than fifty (50) miles from a US Signal point of presence, Customer shall self-install preprogrammed Socket. Customer shall coordinate the



testing and turn-up of the Socket with US Signal's Network Operations Center within five (5) days of its receipt of the Socket. Customer agrees not to open, alter, misuse, tamper with or remove the Socket. Customer will not remove any markings or labels or serial numbers from the Socket. Customer will safeguard the Socket from loss or damage of any kind and will not permit anyone other than a representative authorized by US Signal to perform any work on the Socket. If the Socket is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable. Prior to installation of the Socket, Customer shall notify US Signal of any special requirements regarding the placement of the Socket.

In the event of failure of a Socket component, US Signal will diagnose the problem and attempt to resolve the problem with the Customer over the phone. If after troubleshooting, US Signal determines that the failure is caused by defective Socket, US Signal will initiate Socket exchange. The replacement Socket component will ship within one (1) business day of US Signal's determination that an exchange is appropriate. Failed Sockets must be returned within ten (10) calendar days from receiving the replacement Socket. In the event that the defective Socket is the result of Customer's misuse of the hardware, all inbound and outbound hardware component shipping charges for Socket component hereunder will be paid by Customer, in addition to an amount of three hundred (\$300) per Socket.

#### 14.1.6 Technical Standards of Performance

Refer to <https://ussignal.com/sla-agreements> for the technical standards of performance.

#### 14.1.7 SD-WAN Outage Credits

In the event US Signal fails to meet the service metrics as defined in Technical Standards of Performance above, Customer shall be entitled to a credit determined according to the table below. Availability is determined based upon the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

Availability	SD-WAN Credit
>=97.9% but < 99.999%	5% of SD-WAN MRC
>=96.9% but < 97.9%	7% of SD-WAN MRC
< 96.9%	9% of SD-WAN MRC

To receive credits, Customer must make a written request within forty-five (45) days of the end of the month for which the interruption occurred. In no event will credits during any one (1) calendar month exceed 100% of the MRC for the Service. Any credit shall be Customer's sole and exclusive remedy for any failure by US Signal to meet a service metric. Outage credits do not apply to outages: (i) caused by the negligence or willful misconduct of Customer; (ii) an outage due to Customer's network failure; (iii) due to failure of power (excluding any industry standard back-up power sources that US Signal is required to have in place); (iv) during any period in which US Signal is not given access to Customer's premise if necessary to resolve an outage; (v) during any period of unscheduled emergency maintenance or repair, scheduled maintenance, alteration or implementation; and (vi) during any Force Majeure Event as defined herein. US Signal may withhold issuance of any credits due Customer under this Agreement until any amounts past due by Customer have been paid in full.

#### 14.2 SSE

Secure Service Edge ("SSE") are fully managed services providing cloud-based security for SASE customers.

##### IPS

Intrusion Prevention System ("IPS"). Intrusion Prevention System inspects inbound and out bound traffic to prevent communication with compromised or malicious resources and prevent exploits.

##### NGAM

Next-Generation Anti Malware ("NGAM"). Next-Generation Anti Malware provides cloud-based inspection to protect users from malware.

##### CASB

Cloud Access Security Broker ("CASB"). Cloud Access Security Broker provides visibility into cloud-based SaaS usage. The Service also allows defined policies to control access to SaaS resources.

**DLP**

Data Loss Prevention ("DLP"). Data Loss Prevention allows enterprises to protect sensitive data against unintentional loss or a data breach.

**RBI**

Remote Browser Isolation ("RBI"). Remote Browser Isolation provides secure browsing through a virtualization service that executes in-browser code remotely and streams web pages to user devices, protecting them from threats such as ransomware and phishing.

**Threat Prevention**

Threat Prevention is a collection of different security services which includes NGAM, IPS, DNS security, threat intelligence, inline artificial intelligence/machine learning and anti-phishing services.

**XDR Pro**

Extended Detection and Response provides aggregation of, and explanation for, network and security events, along with recommended actions to be taken in the event of network and security events.

**14.2.1 SSE Rates**

SSE is purchased based on the amount of site bandwidth licensed and/or a per user basis. This consists of Monthly Recurring Charges ("MRC") at the rates identified on the OFS and described as follows:

- a. **Intrusion Prevention System – Site:** MRC based on licensed IPS bandwidth.
- b. **Next-Generation Anti Malware – Site:** MRC based on licensed NGAM bandwidth.
- c. **Cloud Access Security Broker – Site:** MRC based on licensed CASB bandwidth.
- d. **Data Loss Prevention – Site:** MRC based on licensed DLP bandwidth.
- e. **Remote Browser Isolation – Site:** MRC based on licensed RBI bandwidth.
- f. **Intrusion Prevention System – User:** MRC based on licensed IPS users.
- g. **Next-Generation Anti Malware – User:** MRC based on licensed NGAM users.
- h. **Cloud Access Security Broker – User:** MRC based on licensed CASB users.
- i. **Data Loss Prevention – User:** MRC based on licensed DLP users.
- j. **Remote Browser Isolation – User:** MRC based on licensed RBI users.
- k. **Setup:** NRC for setup of SSE software and services.
- l. **Threat Prevention – Site:** MRC based on licensed Threat Prevention bandwidth.
- m. **Threat Prevention – User:** MRC based on licensed Threat Prevention users.
- n. **XDR Pro – User:** MRC based on licensed XDR Pro users.

**Configuration Changes:** Initial configuration setup is included in the Setup NRC. Customer may request changes to configuration after the initial setup but is limited to receiving one (1) free hour per month of US Signal labor time to make such changes. If US Signal labor time exceeds one (1) hour for the month, hourly service rates shall apply. To request a configuration change, Customer may open a ticket with US Signal's Technical Operations Center ("TOC") by calling 888.663.1700 or by emailing [toc@ussignal.com](mailto:toc@ussignal.com).

**14.2.2 Terms**

The term of this Agreement shall be the Service's Initial Term (SIT) set forth in the OFS, but in no event shall be less than twelve (12) months. The SIT for all SASE Services shall automatically renew for successive one-year periods thereafter (each the "Service's Renewal Term") unless Customer or US Signal provide the other party with written notice of its intention not to renew at least thirty (30) days before the expiration of the SIT or the Service's Renewal Term, individually and collectively referred to as the "Service Term". Should any OFS be submitted by Customer for additional SASE Services and/or SASE hardware (an "Additional Order") as defined within this Section 14 during any Service Term, the SIT of such Additional Order shall be pro-rated to concur with the existing Service Term so that the termination of all initial and renewal SASE Service Terms shall coincide to take effect on the same date.

**14.2.3 Cato Terms**

Customer's continued use of Cato proprietary software as a service ("SaaS"), hardware, software and/or services that are delivered to Customer shall be subject to Customer's compliance with Cato's Master Service Agreement found at <https://www.catonetworks.com/msa/>.

**14.2.4 US Signal Responsibilities**





US Signal is responsible for (a) providing Customer with the Licenses set forth on the OFS and in accordance with the terms of the Agreement; (b) setup and configuration of services; (c) escalating applicable support requests to Cato Networks Inc.

#### 14.2.5 Customer Responsibilities

Customer will be responsible for (a) providing a project lead to serve as primary point of contact for SSE implementation; (b) providing information for setup and configuration including but not limited to network traffic, services, and data, to allow or deny; (c) notifying of technology and rule changes.

#### 14.2.6 Technical Standards of Performance

Refer to <https://ussignal.com/sla-agreements> for the technical standards of performance.

#### 14.2.7 SSE Outage Credits

In the event US Signal fails to meet the service metrics as defined in Technical Standards of Performance above, Customer shall be entitled to a credit determined according to the table below. Availability is determined based upon the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

Availability	SSE Credit
>=97.9% but < 99.999%	5% of SSE MRC
>=96.9% but < 97.9%	7% of SSE MRC
< 96.9%	9% of SSE MRC

To receive credits, Customer must make a written request within forty-five (45) days of the end of the month for which the interruption occurred. In no event will credits during any one (1) calendar month exceed 100% of the MRC for the Service. Any credit shall be Customer's sole and exclusive remedy for any failure by US Signal to meet a service metric. Outage credits do not apply to outages: (i) caused by the negligence or willful misconduct of Customer; (ii) an outage due to Customer's network failure; (iii) due to failure of power (excluding any industry standard back-up power sources that US Signal is required to have in place); (iv) during any period in which US Signal is not given access to Customer's premise if necessary to resolve an outage; (v) during any period of unscheduled emergency maintenance or repair, scheduled maintenance, alteration or implementation; and (vi) during any Force Majeure Event as defined herein. US Signal may withhold issuance of any credits due Customer under this Agreement until any amounts past due by Customer have been paid in full.

#### 14.3 Co-Management (Optional)

SASE, and the SD-WAN and SSE features, is managed through the Cato Management Application ("CMA"). Customer will have the optional ability to manage network, access and security configuration items within the CMA. Customer accepts the risk that altering initial network and site configurations can impact performance and availability of the platform. As a result, Customer will not be entitled to Outage Credits arising out of or related to configuration changes made by Customer. Customer also acknowledges that changes made to initial security configurations could expose the Customer's network, endpoints, and users to risk of exploitation, malware and availability. As a result, Customer accepts responsibility for security related incidents arising out of or related to configuration changes made by the Customer.

##### 14.3.1 Scope of Service

US Signal Responsibilities:

- a. During Implementation:
  - i. Work with the Customer to set scope and timeline of implementation and onboarding.
  - ii. Document configuration information provided by Customer.
  - iii. Configure initial settings of the Customer's Cato account including network, access, and security configuration items.



- iv. Assist with the configuring of security policies throughout implementation to improve the Customer's security posture.
  - v. Assist Customer with the installation of equipment where possible.
  - vi. Work with the Customer to activate Cato sockets and test connectivity.
- b. For Support and Incident Response:
  - i. Assist in the investigation and diagnosis of incidents.
  - ii. Work with the platform vendor to troubleshoot platform related issues.
- c. For management and configuration changes through the use of the CMA:
  - i. US Signal will provide Tier 1 and Tier 2 support for any configuration changes and consult with the Customer on how configuration changes can be made on the CMA.
  - ii. US Signal will manage and update network configuration settings for sites within US Signal managed data center networks, and cloud interconnect sites that connect to US Signal MPLS Services. US Signal is not responsible for updating network configuration settings for sites relating to a Customer's colocation cabinet within a US Signal data center.
  - iii. US Signal will be responsible for acquiring new or upgrading existing licensing, equipment, or any other SASE Services on behalf of the Customer.

Customer Responsibilities:

- a. During Onboarding and Implementation:
  - i. Work with US Signal to set scope and timeline of the onboarding project.
  - ii. Provide necessary configuration information to US Signal to configure sites, network settings, routing, security policies, access authentication and policies.
  - iii. Review and approve baseline configuration of security policies.
  - iv. Install equipment with the assistance of a US Signal field technician (where available).
  - v. Deploy and configure the mobile user client on Customer's endpoints.
  - vi. Activate and test sites with the assistance of US Signal technician.
- b. For Ongoing Support and Incident Response:
  - i. Customer will be responsible for any impact on performance and availability of the SASE platform as a result of network configuration changes.
    - 1. Customer will not be entitled to any SD-WAN Outage Credits if it is determined the outage was caused by a configuration change made by the Customer.
    - 2. US Signal will charge Customer for billable hours if a US Signal TOC technician is engaged to assist with resolving any performance issues or outages that are a result of a network configuration change made by the Customer.
  - ii. Customer will be responsible for any security incidents that are caused as a result of configuration changes made by the Customer.
    - 1. Customer will not be entitled to any SSE Outage Credits if it is determined the outage was caused by a configuration change made by the Customer.
    - 2. Customer is responsible for resolving any security incident as a result of a change they have made.
    - 3. US Signal will charge Customer for billable hours if a US Signal TOC technician is engaged to assist with resolving any security incident that is a result of a security configuration change made by the Customer.
- c. For monitoring, management and configuration changes through the use of the CMA:
  - i. Customer is responsible for monitoring of the platform and responding to events generated by the platform.
  - ii. Customer will have the ability to modify network settings for all sites excluding the sites that are hosted on a US Signal managed data center network or a cloud interconnect site that connects to a US Signal MPLS Service.
  - iii. Customer will have the ability to modify access settings including the creation, removal and modification of remote users, remote user license assignments, authentication services, and access control settings.
  - iv. Customer will have the ability to create and modify security settings including firewall configurations, as well as advanced security features including IPS, NGAM, DLP, CASB, and RBI.
  - v. Customer will receive notification of network and security events as identified by Cato XDR and will have the ability to respond to these events.
  - vi. Customer will be responsible for tracking any changes made on the CMA through the use of the audit trail or their own change control mechanism.



- vii. Customer will be responsible for creating, removing and managing administrator accounts. Customer will also be responsible for the authentication methods of administrator accounts including two-factor authentication.

## **15      ADDITIONAL TERMS AND CONDITIONS**

US Signal utilizes third-party service providers for various licensing, subscriptions, and other service elements that are vital components of the products and services offered within this schedule. In the event a third-party service provider to US Signal materially increases the costs of its products or services ("Third Party Cost Increase"), US Signal reserves the right to increase the price on impacted products and services upon notice to Customer.