

## COLOCATION SERVICE SCHEDULE

This **COLOCATION SERVICE SCHEDULE** (this "**Schedule**") is entered into this \_\_\_\_\_, by and between eStruxture Data Centers Inc. with offices at 800 Square-Victoria SS1, Montréal, Québec, Canada H4Z 1B7 ("**eStruxture**") and \_\_\_\_\_ with offices at \_\_\_\_\_ ("**Customer**") and is governed by the terms and conditions of the Master Services Agreement (the "**MSA**") between the parties. Any terms used but not otherwise defined herein shall have the meaning given to such terms in the MSA.

1. **Applicability.** This Schedule is applicable where Customer orders colocation space and associated services (e.g., power, cross-connects, remote hands).

2. **Grant of License.**

eStruxture grants to Customer the right and non-exclusive license to occupy the colocation space identified in the Service Order (the "**Colocation Space**") during the term identified in the Service Order. Notwithstanding the foregoing, Customer acknowledges and agrees that it does not, and will not, hold any real property interest in the Colocation Space or the facility, and that Customer is a licensee and not a tenant or lessee of the Colocation Space. This license grant is subordinate to any lease rights and obligations between eStruxture and its landlord.

3. **Use of Colocation Space.**

3.1 Customer shall use the Colocation Space solely for the purpose of installing, operating and maintaining Customer's equipment. In connection with the foregoing, Customer shall maintain the Colocation Space in an orderly and safe condition, in accordance with facility industry standards and practices and the terms and conditions of the Agreement and shall return the Colocation Space in the same condition as when it entered into the Service Order (reasonable wear and tear excepted).

3.2 Subject to Customer's compliance with the terms and conditions of the Agreement, Customer may access the Colocation Space 24 hours per day, 365 days per year.

3.3 Neither Customer nor any person on its behalf may modify the Colocation Space without first obtaining the prior written consent of eStruxture, which consent may be given in eStruxture's sole discretion.

3.4 eStruxture shall have the right to terminate Customer's use of the Colocation Space and/or the Service(s) delivered therein in the event that eStruxture's rights to use the facility in which the Colocation Space is located terminates or expires for any reason.

4. **eStruxture Maintenance and Operations.**

4.1 eStruxture shall perform 24/7 security, janitorial services, environmental systems maintenance, power plant maintenance, fire system maintenance and other actions as are reasonably required to maintain the facility in which the Colocation Space is located in a condition that is suitable for the placement of IT and communications equipment.

4.2 eStruxture shall maintain the temperature and humidity within facility in which the Colocation Space is located in accordance with allowable ASHRAE standards, as modified from time to time.

4.3 eStruxture will provide and maintain in good working condition card readers, biometric scanners and/or other access control devices as selected by eStruxture for access to and within the facility in which the Colocation Space is located. Customer shall not, under any circumstances, "prop open" any door to, or otherwise bypass (or enable a third party to bypass) the security measures eStruxture has imposed for access to the facility.

4.4 Unless otherwise agreed in writing by the parties, eStruxture retains the right to access the Colocation Space at any time and for any reason, including, without limitation, to perform maintenance and repairs, to inspect equipment, to measure power draw and to perform the Service(s).

4.5 EXCEPT AS EXPRESSLY STATED HEREIN, THE COLOCATION SPACE SHALL BE DELIVERED AND ACCEPTED "AS IS" BY CUSTOMER, AND NO REPRESENTATION HAS BEEN MADE BY ESTRUCTURE AS TO THE FITNESS OF THE COLOCATION SPACE FOR CUSTOMER'S INTENDED PURPOSE.

5. **Change.** eStruxture reserves the right to relocate, change or otherwise substitute replacement space (and Services delivered therein) within any eStruxture facility for the Colocation Space, at anytime during the Service Term, provided that the replacement space is substantially similar in size and configuration to the original Colocation Space. Any related direct out-of-pocket costs of such relocation or change shall be at eStruxture's sole expense.

6. **Landlord Release.** If and to the extent that eStruxture's underlying facility lease so requires (but only if it so requires), Customer hereby agrees to release eStruxture's landlord (and its agents, subcontractors and employees) from all liability relating to Customer's access to, and use and occupancy of, the Colocation Space and the facility in which it is located.

7. **Power.**

7.1 eStruxture shall exclusively provide any power circuits for the Colocation Space as specified in the Service Order, either with a single 'A' side UPS power and electrical distribution configuration ("**Standard Availability**"), or with an 'A+B' redundant UPS power and electrical distribution configuration ("**High Availability**"). eStruxture shall be entitled to monitor Customer's power draw. Customer-provided power strips or other equipment used for remote power control may be installed and used in the Customer Space only with eStruxture's prior written consent, not to be unreasonably withheld.

7.2 It shall be Customer's responsibility to manage the power draw on each circuit and each fuse provided to Customer; eStruxture shall not be liable for any outage or damage to Customer's equipment or applications should Customer exceed the circuit or fuse rating. Customer's use of any power circuit is limited to eighty percent (80%) of the fuse capacity rating.

7.3 In the event that Customer orders a High Availability power configuration, the Customer is required to inform eStruxture in writing of how they intend to distribute the loads between the A and B circuits. The Customer shall not load either A or B circuit in excess of 40% of the fuse capacity rating in order to ensure that no single circuit exceeds 80% in the event of a failure of the other redundant circuit; failing which eStruxture shall have the right to charge Customer its current list price for each circuit on a stand-alone basis.

7.4 In the event that Customer draws power in excess of either any fuse rating capacity, or any total committed capacity outlined in the Service Order, as the case may be, eStruxture shall notify Customer that it has four (4) hours to reduce the power draw to below the applicable capacity. In the event that Customer does not do so, eStruxture may, at its option: (i) reduce the power draw itself; or (ii) bill Customer for the excess usage and require Customer to purchase either additional power circuits or permanently increase their contractual power commitment.

7.5 In the event that the rates charged to eStruxture for power increase, then eStruxture may increase pro-rata the monthly recurring charges it charges Customer in connection with Customer's power usage by delivering written notice of such increase to Customer.

**8. Technical Support.**

8.1 eStruxture may provide on-site technical support on Customer's equipment within the Colocation Space from time to time as mutually agreed between the parties. These activities may include, without limitation, racking and cabling of equipment, rebooting or power-cycling Customer equipment, testing or swapping defective cables, visual reporting on status indicators, reseating or replacement of modular equipment and modem connections for remote access. Customer may order technical support services by contacting eStruxture or such other means as eStruxture may make available from time to time. Unless otherwise agreed, pricing for technical support services shall be at eStruxture's then current hourly rate. For greater certainty, this does not include support of Customer's applications.

8.2 All technical support services shall be provided at Customer's direction. Although eStruxture technicians are skilled in troubleshooting and repairing a variety of equipment, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. eStruxture shall not be liable for any losses or damages due to any failure of the equipment, voiding of manufacturer's warranty or for any loss of data or damages resulting from the performance of any technical support service.

**9. Cross-Connects.**

9.1 eStruxture is a carrier and cloud neutral data center provider. Customer may order cross-connect Service(s) to access or interconnect with any other telecom carrier, cloud provider or other customer collocated in a eStruxture facility. Notwithstanding anything in the Agreement or this Service Schedule to the contrary, Customer is prohibited from reselling, transferring or otherwise providing access to any cross-connect to another party that is not also physically present in the eStruxture meet-me-room.

9.2 Customer shall be responsible for obtaining and providing eStruxture with all authorizations and circuit/port details to enable interconnection with any such third party.

9.3 Customer shall not access the eStruxture meet-me-room or resell, directly or indirectly, any cross-connect services to any third party.

**10. Service Level.**

10.1 For power Services, eStruxture shall maintain 100% Service availability where Customer has purchased the High Availability Service in the Service Order and 99.99% where Customer has purchase Standard Availability Service (the "SLA").

10.2 In the event eStruxture fails to satisfy the foregoing SLA in any month with respect to any eStruxture provided power Services to the Colocation Space for reasons other than an "Excused Outage" as listed below, Customer will be entitled to receive, as its sole and exclusive remedy and eStruxture's sole and entire aggregate liability, a service credit based on the fees for the affected Service equal to the amount outlined below:

Between 99.99% and 99.90%	5%	N/A
Between 99.89% and 99.50%	25%	10%
Between 99.50% and 99.0%	50%	25%
Less than 99.0%	100%	50%

10.3 To request a credit, Customer must deliver a written request to eStruxture within 30 days of the end of the calendar month in which the SLA event occurs, failing which the Customer forgoes its right to claim the credit. In no event shall Customer's total credit in a month exceed 100% of the monthly charges for the affected Service.

10.4 No credit will be deemed to accrue for any failure to satisfy this SLA relating to any of the following "Excused Outage" events (as reasonably determined by eStruxture): (i) Customer-initiated changes affecting the power Services, whether implemented by Customer or eStruxture on behalf of Customer; (ii) a violation of the then current User Guide; (iii) any other event or condition not wholly within the control of eStruxture; (iv) viruses; (v) Customer's non-compliance with Section 7.2 above; (vi) any eStruxture scheduled maintenance announced at least 48 hours in advance, up to an accumulated total of 8 hours per month; (vii) any emergency maintenance announced at least 60 minutes in advance, up to an accumulated total of 2 hours per month; or (viii) any failures that cannot be corrected due to Customer's unavailability.

**Acknowledged and Agreed** by the parties' duly authorized representatives.

**eStruxture Data Centers Inc.**

By :

\_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

By :

\_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Availability Percentage	High Availability Service SLA Credit	Standard Availability Service SLA Credit
100%	N/A	N/A
Between 99.999% and 99.990%	2%	N/A