



PRODUCT TERMS: COLOCATION

1. Product Terms.

These Product Terms form part of the Agreement. Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them in the elsewhere in the Agreement.

2. Services and Grant of Licence

2.1. **Provision of Services.** Aptum shall provide the Services to the Customer in accordance with the terms and conditions of the Agreement, these Product Terms, the Service Documentation and the applicable Service Order. Aptum hereby grants to Customer a licence and permission to install, operate and maintain the Equipment in the Equipment Space in accordance with the terms and conditions of this Agreement. The license granted is a license of space only, which will be provided in accordance with the relevant Service Documentation, and does not create an ownership interest, property rights, right of easement or tenancy rights of any nature in Aptum's real or personal property, including such personal or real property at the Data Center and the Building. The Parties intend that Equipment, whether or not physically affixed to the Equipment Space, shall not be considered fixtures. Unless otherwise provided herein, the Customer (or the leaser or owner of the Equipment (each a "**Equipment Lessor**"), if applicable) will treat the Equipment as its personal property, subject to applicable laws. Aptum reserves all rights not otherwise granted to Customer in this Agreement.

2.2. **Regulatory Changes.** The Customer acknowledges that the provision of Services may be impacted by matters beyond the reasonable control of Aptum, including matters relating to legislation, regulatory changes, changes in the policy directive of any applicable regulatory authority and/or amendments to the terms and conditions of third-party services necessary for the Services, such as third-party telecommunication and public utility services ("**Regulatory Changes**"). The Customer agrees that upon written notice to the Customer, Aptum may amend the provision of Services, including the term of the affected Order as necessary to reasonably address any Regulatory Changes.

2.3. **Security.** Aptum shall maintain, at the Building, safety and security controls and procedures to maintain the integrity and security of the Building. The safety and security controls shall include, without limitation, access controls, including pre-clearing Customer's staff and Customer's third-party service personnel and other controls which ensure the integrity, confidentiality and availability of data transmitted through the Premises.

2.4. Premises Environment

The Customer Equipment shall be located in a designated Equipment Space within a module at the Premises. Aptum will provide the following for each module in the Premises:

- (a) connectivity within the Premises between the Equipment Space and the connection point to the external telecommunications network;
- (b) mechanical cooling with redundancy;
- (c) electrical power sufficient to meet contracted Customer demands;
- (d) battery back-up designed to bridge power requirements during cutover from primary to backup power, and back again;
- (e) back-up generator with redundancy;
- (f) raised data room flooring;
- (g) a fire suppression system that meets local provincial building codes, and where applicable, enhanced non water based fire suppression and detection; and
- (h) power and air-conditioning monitored on a 7/24/365 basis.

Collectively the "**Services Environment**".



3. Fees

- (a) Customer shall pay Aptum the Fees set forth in the Service Order for Customer's use of the Services under the terms and conditions set forth herein. The Customer shall be invoiced for the Services thirty (30) days in advance. The first month's charges shall be pro-rated to the number of days of service for the first month.

(b) **Power Utility Billing**

At Data Centers where Power Utility Billing is available, this clause shall apply.

- i) For the purposes of this Section 3 (b) the following terms shall have the following meanings:

Power Infrastructure Charge means such fees/rate indicated in the Service Order calculated as a \$/kW based on the power reservation amount sized for the Customers Services.

Power Allocation Charge means the charges in respect of actual power usage in kWh as measured by the power meter at the breaker level on the remote power panel multiplied by the Power Rate multiplied by the PUE. Customer should note that the reading provided on the Customer usage portal is taken from the Power Distribution Unit therefore slight differences in readings may occur from time to time.

Power Rate means the average \$/kWh rate of the power charged to Aptum by the Utility Provider for the Data Center as calculated on a monthly basis.

Power Adjustment Charge means the charges calculated by multiplying the Adjustment Rate by the kWh usage by the Customer against which the Utility Provider has retrospectively charged Aptum an adjusted power rate.

Adjustment Rate means the adjusting Power Rate to be applied retrospectively to calculate the Power Adjustment Charge.

PUE means the power usage effectiveness of the Data Center as revised from time to time, such revision to be notified to Customer at least 90 days in advance, but in no circumstances will this be greater than the actual 12 month average power usage effectiveness of the Data Center.

Utility Provider means the third party local utility power provider to the selected data center as selected by Aptum from time to time.

- ii) Aptum will invoice and Customer will pay Aptum on the Power Infrastructure Charge, Power Allocation Charge and Power Adjustment Charge as part of the Fees.
- (c) **Additional Charge by a Public Utility.** In the event that Aptum incurs, is assessed or is imposed any surcharge, fee, levy, new or revised price or tariff of any kind by a public utility company that provides Aptum with electrical power relative to the Services as a result of Aptum's provision of services in connection with the specific operations of the Customer (e.g. Blockchain or Crypto-mining activities) ("**Additional Charge**"), upon written notice to the Customer, Aptum shall be entitled to, without markup, pass-thru to the Customer all the additional utility gross costs incurred as a result of the the Additional Charge as the case may be, either as a one (1) time basis and/or by adjusting the monthly reoccurring charge set forth in the Service Order for the remainder of the then current term of such Service Order.

4. Colocation of Customer's Equipment

- (a) Prior to the commencement of any work at or around the Premises for purposes of the Customer's installation of the Equipment, Customer shall, at its cost and expense, prepare and deliver to Aptum working drawings, plans and specifications (the "**Plans**"), detailing the technical characteristics, location and size of the Equipment and/or the Equipment Space, specifically describing the proposed installation and related work, and detailing the order for all installation activities related thereto. No work shall commence until Aptum, in its sole discretion, has approved the Plans in writing. Such Plans, once approved by Aptum, shall be appended to the applicable Data Center Customer User Policy.



- (b) Subject to the terms and conditions of this Agreement including the applicable Data Center Customer User Policy and the Service Order, Aptum shall provide Customer's authorized representatives twenty-four (24) hour access to the Premises and the Equipment Space so that Customer may perform installation, operation, maintenance, replacement and repair functions (collectively "**Customer Servicing**"). Customer shall provide full and free access to the Equipment at all times.
- (c) Customer shall ensure that available qualified individuals with appropriate technical knowledge attend at the Premises for purposes of any Customer Servicing. All Customer Servicing shall be performed at the Premises by the Customer, its employees and agents in a workmanlike manner and in compliance with the policies and procedures of Aptum, including Aptum security and access procedures specified in the applicable Data Center Customer User Policy and any applicable regulatory building codes. The Equipment shall be designed and constructed so as to prevent electromagnetic and radio frequency signal leakage. Customer represents and warrants that all electronic equipment installed by the Customer at the Premises shall adhere to applicable industry safety codes and standards. Aptum reserves the right to refuse installation or required the de-installation of any Equipment that, in its sole discretion, does not meet the foregoing requirements in this Section.
- (d) Customer shall use the Equipment Space and the Equipment installed within the Premises solely for the benefit of the Customer's use. Customer shall not sublicense, lease, rent, share, resell or allow the use of the Equipment or Equipment Space, in whole or in part, by any third party, including but not limited to, other providers of telecommunications services, without Aptum prior written consent. Customer shall not interfere with the use of the Data Center or any portion thereof, by Aptum or other licensees, customers or users of the Data Center. Customer assumes full responsibility for ensuring that its employees, representatives, customers and other third party end-users access and use the Services, Premises and Equipment Space only for lawful purposes and in accordance with the terms and conditions of this Agreement including the Aptum Acceptable Use Policy.
- (e) Customer will, at Aptum expense, relocate the Equipment to another Equipment Space or Premises within the Building upon Aptum written request and within thirty (30) days of such request.

5. Installation Activities

Aptum shall have the right to require Customer to immediately stop any Customer Servicing without liability to Aptum, if Aptum, in its sole discretion, determines that the Customer Servicing or any part thereof is interfering or may interfere with any operation of the Data Center or the activities and quiet enjoyment thereof by other users.

6. Cancellation of Service

- (a) In the event that Customer does not desire to renew the Service Order at the end of its Initial Term or any Renewal Term, it shall provide written notice to Aptum not less than 60 days prior to the required date of cancellation; such last day shall be referred to herein as the "**Termination Date**".
- (b) Customer shall make arrangements to remove its Equipment from the Premises, at the Customer's sole risk and expense, prior to or upon the Termination Date. In the event that the Customer does not remove its Equipment by the Termination Date, then notwithstanding any statutory provisions or legal presumption to the contrary, there shall be no tacit renewal of the applicable Service Order and Aptum in its sole discretion may elect to: (i) permit the Customer to remain in possession of the Premises and/or retain its Equipment in the Premises, in which case the Term shall be automatically extended and the Customer shall be deemed to be occupying the Premises on a month to month basis subject to all provisions of this Agreement and at a monthly minimum fee payable in advance on the first day of each month, equal to one hundred and fifty (150%) percent of the amount of the Fees payable during the last month of the then current term of the Order; or (ii) deem the Customer to be occupying the Premises against the will of Aptum, who thereupon shall be entitled to remove the Customer's Equipment at Customer's risk and expense and make use of any and all other remedies available



under the law for the expulsion of the Customer and removal of Customer's Equipment, and for damages.

7. Customer Responsibilities

Customer hereby agrees:

- (a) To keep the Equipment Space and the Equipment in good order, repair and condition throughout the Term, to keep the Equipment Space clean and free of debris and to promptly and completely repair all damage to the Premises caused by Customer or its agents;
- (b) To perform or cause to perform any Customer Servicing in a safe orderly manner consistent with the Equipment manufacturers' specifications, applicable regulatory building codes and applicable industry standards and in such a way as to prevent interference with the operation of the Data Center and the other users' activities and quiet enjoyment thereof;
- (c) Not to bring any Hazardous Materials onto the Data Center or the Building including, for the purposes of this Section 8, the adjacent parking and loading areas;
- (d) To pay the Fees when due and to provide written notice to Aptum if such payment is disputed, with such written notice being provided not more than thirty (30) days after the invoice date and to expressly state therein sufficient, accurate particulars to enable Aptum to assess the extent and the urgency of the payment dispute;
- (e) To surrender the Equipment Space on the Termination Date to Aptum in as good condition as the Customer is required to maintain the Equipment Space throughout the Term, save and except for ordinary wear and tear. The Customer shall exercise or cause to be exercised due care in the removal of Equipment from the Premises so as to ensure that no damage is caused to the Equipment Space, to the Premises, or to any part of the Building. At all times, it is the Customer's responsibility to ensure that such due care is exercised regardless of whether the removal of the Equipment is performed by the Customer, its agents or any Equipment Lessor. At Aptum's election, the Customer will repair all damage caused by such removal at Customer's sole cost and expense, or reimburse Aptum for its cost and expense associated with the performance of such repair by Aptum or its agent.
- (f) to comply with all applicable laws in connection with carrying into its business, the provisioning, ordering, use and payment of any Services;
- (g) to get all the permits and licenses required by applicable laws to be able to use the Services;
- (h) to use the Services only for lawful purposes and in accordance with this Agreement and the Aptum policies and guidelines notified to it;
- (i) to use reasonable efforts to prevent unauthorized access to or use of the Services. that Customer will reasonably cooperate with Aptum's investigations of outages, security problems and any suspected breach of this Agreement;
- (j) to acknowledge and comply with the following general Equipment and Data Centre conditions:

Equipment Ownership and Maintenance

The Equipment shall belong to Customer or to the Equipment Lessor as the case may be, and shall be installed, located in, and removed from the Premises at the sole risk of Customer, and Aptum shall not be liable for damage, theft, misappropriation or loss thereof, except in the event of Aptum gross negligence or wilful misconduct. All Equipment supplied by Customer shall be labelled by the Customer as such. Customer represents and warrants that it has all necessary rights to use, maintain, and locate the Equipment in the Facility. If the Equipment is leased, then Customer will provide all documentation regarding such lease to Aptum promptly upon request. Aptum disclaims any liability to any third party who has an ownership, security interest or other similar right in or to the Equipment

Equipment and Other Deliveries



Customer must be present to receive all deliveries at the Premises unless arrangements are made with Aptum forty-eight (48) hours in advance of any delivery, which may give rise to additional charges. Customer shall be responsible for ensuring that all deliveries conform to the applicable purchase order. Aptum will not be responsible in any way for delivered items. Customer shall be responsible for moving all delivered items away from the loading dock or other receiving area at the Data Center, Building or the Premises within twenty-four (24) hours of the delivery. If the delivered items have not been moved by Customer within such time, Aptum may move the Equipment to another site at Customer's sole risk and expense. Equipment may not be stored at the Premises unless it is housed within the Customer's Equipment Space.

Condition of Equipment Space and Premises

Except as expressly set forth in this Agreement, Aptum makes no warranty or representation regarding the Premises, including without limitation that the adjacent parking, delivery area, the Building, Equipment Space, the Facilities or the Premises are suitable for the Customer's intended use thereof. Customer has inspected the Equipment Space and the Premises, and accepts the same "AS IS" at the time of inspection. Aptum agrees to perform any work or provide any materials to prepare the Equipment Space or the Premises for Customer in accordance with services identified in the Service Order and industry standards for like space.

Aptum may have the need to request emergency maintenance access to the Equipment Space or the Equipment, which may affect the operation or availability of the Service. Aptum will notify the Customer as soon as reasonably possible of any occurrence that would result in a requirement for emergency access.

Consent to Video Monitoring

Customer acknowledges, agrees and hereby consents under applicable privacy laws that Aptum may monitor the Facility by way of closed circuit television or other monitoring device for the purposes of maintaining the safety and security of the Data Center and the Building, including any equipment or persons located therein.

Limitations on Use

All Customer employees, agents, contractors or invitees, including any Equipment Lessor having access to the Premises ("**Customer Authorized Personnel**") must abide by the Premises Rules and must be approved by Aptum. Approval by Aptum does not release Customer from its responsibilities pursuant to this Agreement, nor by approving such Customer Authorized Personnel does Aptum waive its right to be indemnified by Customer for damages to any part of the Building and Aptum's business caused by such Customer Authorized Personnel. Customer must provide Aptum with particulars, including a current photograph, specimen signature or other identification of each Customer Authorized Personnel, before that Customer Authorized Personnel is given access to the Premises

Aptum reserves the right at all time during the term of the applicable Service Order to suspend in whole or in part the Services and/or use of the Premises and Facilities provided hereunder, including, without limitation electrical power, and remove, change or otherwise terminate the operation of Equipment installed in the Equipment Space without notice, if such actions are necessary to protect the public or Aptum personnel, agents, Aptum facilities or services from damages or injury of any kind or to conform to any applicable laws, regulations or standards. Where possible, Aptum will notify Customer promptly of such action and work in cooperation with Customer to affect such remedies so as to permit the Equipment to be returned to operation in an acceptable manner.

Aptum obligation to provide electrical power for the use of Customer's Equipment shall conform to the power requirements set forth in the Service Order hereto. During any then current term of the applicable Service Order, electrical power consumed by Customer's Equipment may be reviewed annually and calculated (as required) in accordance with prevailing market costs and billed to the Customer. In the event that Customer shall either replace or augment any Equipment specified in the applicable Data Center Customer User Policy, Customer shall notify Aptum in advance and in writing of the electrical consumption proposed for such Equipment.



Customer will not install any Equipment that exceeds 80% of the capacity of any electrical circuit or associated hardware at the Facility. In the event that Customer exceeds 80% capacity of any electrical circuit or associated hardware at the Facility, Aptum may, at its option, and without notice to Customer if necessary, remedy the overload at Customer expense without liability for damages to the Equipment or interruption of Customer (or Customer clients') businesses. As soon as practicable thereafter, Aptum will advise Customer in writing of the work performed or action taken, and Customer will immediately reimburse Aptum for all expenses reasonably incurred by Aptum associated with any work or action performed by Aptum in accordance with this section. Power deployed in an A/B configuration must not exceed 40% of each circuit. In the event power to one circuit is interrupted for any reason, the single, remaining, active circuit must not exceed 80%.

Aptum shall reserve the right to prohibit the installation of replacement or additional Equipment, which in Aptum sole judgment, would exceed the power consumption capacity of the Premises. Aptum shall have the right to adjust the power requirements set forth in the Service Order to conform to the replacement or additional Equipment installed in the Premises, and the Fees payable by the Customer shall be adjusted to reflect higher energy consumption. Aptum may apportion costs incurred to increase the power capacity to the Customer. In the interest of clarification it is agreed that Aptum shall be under no obligation to increase the power capacity of the Premises in order to accommodate the installation of additional Equipment or replacement Equipment which would exceed the power consumption capacity of the Premises.

The weight of the Equipment installed by Customer shall not exceed the weight parameters (the "Weight Parameters") listed in the applicable Data Center Customer User Policy hereto. In the event that Customer shall desire to install additional Equipment, or replace the Equipment listed in the applicable Data Center Customer User Policy, Customer shall ensure that said Equipment does not exceed the approved Weight Parameters listed in that Data Center Customer User Policy. Customer shall notify Aptum in writing in advance of the installation of additional or replacement Equipment, in order that Aptum may verify that the Weight Parameters of the Equipment does not exceed the load capacity of the Premises or the Equipment Space. Aptum shall have the sole right to prohibit the installation of additional Equipment or replacement Equipment if Aptum determines that the installation of Equipment would or would likely exceed the capacity of the Premises or the Equipment Space, taking into account inter alia the installations of Aptum and other occupants within the Premises.

8. Premises Rules

The Customer shall comply with all Premises Rules provided by Aptum and reasonable amendments thereto, including those set out in the applicable Data Center Customer User Policy.

9. General Liability

Customer shall indemnify, defend (by counsel reasonably acceptable to Aptum) and hold Aptum, its principals, officers, directors, agents, employees and customers harmless from and against any and all demands, claims, suits, judgments, losses, liability, damages and expenses (including, but not limited to, reasonable legal, mediation, arbitration and dispute resolution fees) arising out of or in connection with: (i) damages to any tangible property or bodily injury to or death of any persons, including, but not limited to, customers, agents and employees of either Party hereto (including payment under any worker's compensation law or under any plan for employee disability and death benefits) which may arise out of or be caused by the negligence or any willful and wrongful act or omission of Customer.

10. Damage to the Building

If any damage or destruction by fire or other cause to the Building, whether partial or not, is due to the fault or negligence of Customer or any Customer Authorized Personnel, without prejudice to the other rights and remedies of Aptum, and without prejudice to the rights of subrogation of Aptum insurer:

- (a) Customer shall be liable for all costs and damages in connection with such destruction;
- (b) The damages may be repaired by Aptum at Customer's expense



- (c) Customer shall forfeit any abatement of Fees provided in this Agreement and Fees shall remain due.

11. Customer Insurance

Customer shall maintain during the Term and any renewal thereof or later occupation of the Premises, insurance with respect to its interest in the Premises, the Equipment, the improvements made by or on behalf of the Customer, and all operations of the Customer in and from the Premises.

Customer shall maintain insurance in the following amounts and without limiting the foregoing, cover the following risks:

- (a) "All risks" (including flood and earthquake) for property of every kind owned by Customer or for which Customer is legally liable or installed by or on behalf of Customer and which is located in the adjacent parking areas, or in, on or within the Building, including without limitation, all of Customer's furniture, moveable equipment and all leasehold improvements and other improvements in an amount not less than the full replacement cost thereof. Alternatively, Customer may self-insure for such risks.
- (b) "All risks" Tenant's insurance in an amount not less than the full replacement cost of the Premises, including loss of their use. Alternatively, Customer may self-insure for such risks.
- (c) Comprehensive general liability insurance including, but not limited to property damage, public liability, employer's liability, personal injury liability, contractual liability, non-owned automobile liability and contractor's protective insurance coverage, all on an occurrence basis with respect to the use, occupancy, activities or things in the adjacent parking areas or in, on or within the Building and with respect to the use and occupancy of any other part of the Building by Customer or any of its employees, agents, contractors or persons for whom Customer is in law responsible, with coverage of not less than five million dollars (\$5,000,000.00) or equivalent in local currency for each occurrence involving bodily injury, death, or property damage.
- (d) Business interruption insurance in such amounts as will reimburse Customer for direct and indirect loss of earnings attributable to the perils insured against in this Section and other perils commonly insured by prudent tenants and occupants of like premises. Alternatively, Customer may self-insure for such risks.
- (e) Worker's Compensation coverage in an amount not less than that prescribed by statutory limits.
- (f) Cyber insurance policy (also referred to as cyber risk insurance or cyber liability insurance coverage) with limits commensurate to the nature of the Customer operations and the exposure to risk arising therefrom.
- (g) Such insurance shall include:
 - i. a severability of interest and cross-liability clauses protecting Aptum in respect of claims by Customer as Aptum was separately insured;
 - ii. a provision prohibiting the insurer from cancelling or materially altering the coverage without first giving Aptum at least thirty (30) days prior notice thereof; and
 - iii. a waiver of any subrogation rights which Customer's insurers may have against Aptum and against those for whom Aptum is in law responsible.

Customer will provide Aptum with certificates of such insurance and any renewals thereof prior to commencement of any installations at the Premises or at other times upon Aptum reasonable prior written request. If any insurance policy is cancelled or threatened by the insurer to be cancelled, or the coverage reduced by the insurer by reason of the use and occupation of the Premises, Customer shall immediately notify Aptum in writing. If Customer fails to remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after notice by Aptum, Aptum may, at its option either (a) exercise its rights of re-entry including termination, or (b) at Customer's expense, enter into the Premises and remedy the condition giving rise to the cancellation, threatened cancellation or reduction.

12. IP Addresses



Customer agrees that it will use any Internet protocol (“IP”) numbers and addresses assigned to it by Aptum in accordance with all reasonable regulations and policies established by Aptum, and in accordance with any applicable international standards with respect to the use of IP numbers and addresses. Aptum will maintain and control ownership of all IP numbers and addresses that it may assign to Customer. The allocation of Customer IP Addresses is determined by a third party IP allocation authority, not Aptum. Where Aptum requires, or, if the applicable third party IP allocation authority requires us to, Aptum may change or remove any and all IP addresses that has been assigned to Customer as part of the Services. To the extent possible, the Customer will be provided with reasonable prior notice of any such change.

13. Definitions:

“**Building**” shall refer to the land and to the whole of the buildings, structures, improvements, machinery, equipment and common areas erected or installed on the land, including the building(s) in which the Premises are located.

“**Business Days**” means Monday to Friday (excluding statutory holidays) from 08:00 am to 5:00 pm local time to the geography where the Data Center is located.

“**Communications Equipment**” means cabinets, racks, electronic equipment and other equipment installed, or to be installed, by the Customer in the Equipment Space.

“**Connecting Equipment**” means fibre optic, co-axial, copper wire and/or other connecting cables installed or to be installed by the Customer and connecting to the Customer’s Communications Equipment located in the Equipment Space.

“**Data Center**” means the location where the Services will be provided as set out in the Service Order Form.

“**Data Center Customer User Policy**” means a schedule to this Agreement setting out the rules, procedures, specifications, plans, additional terms and such other particulars relating to the Services applicable at a specified Data Center location.

“**Equipment**” means Customer’s Connecting Equipment and Communications Equipment, as specified in the applicable Data Center Customer User Policy.

“**Equipment Space**” means the colocation module space within the Premises (as the term is defined below) assigned by Aptum from time to time and may be comprised of cabinets and/or racks for the Equipment, as more particularly described in the applicable Service Order.

“**Facilities**” means any structure or infrastructure owned and operated completely by Aptum and that is used in support of operations and fulfillment in the Premises.

“**Hazardous Substance**” means any substance that is controlled by, regulated, or restricted under the laws of the geography in which the Building is situated, including any regulations, guidelines, policy statements and restrictions pertaining to occupational health and safety standards and the safety of the Customer’s employees, its contractors and its agents including, but not limited to, any known toxins or carcinogens, polychlorinated biphenyls, friable asbestos, mould contaminants and other substances commonly referred to as pollutants, contaminants or any other hazardous substances.

“**Improvements**” means any alterations, repairs, works, replacements, changes, additions or improvements including, without limitation, any connection of apparatus to the electrical system (other than a connection to an existing duplex receptacle), to the plumbing lines, to the heating, the air-conditioning or the sprinkler system or any installation of electrical sub-meters.

“**Premises**” means that part of the Data Center allocated to Customer by Aptum in connection with Services provided under this Agreement.

“**Premises Rules**” means the rules and regulations relating to the use and occupation of the Premises, as described in Section 8.

“**Services**” means the telecommunications colocation services provided by Aptum and its agents to the Customer pursuant to the Service Order and more particularly outlined in the Service Documentation.



Service Level Agreement – 100% Availability SLA

Services purchased as detailed in the Service Order are backed by the terms of the Service Level Agreement (the “**100% Availability SLA**”) set out in this schedule. The 100% Availability SLA only applies to Services being provided within the Premises and is subject to the limitations and exclusions set forth herein and shall not apply in any situations where delays or outages are caused or exacerbated by conditions beyond the reasonable control of Aptum, including Force Majeure events. All maintenance related outages or delays in restoring Services during scheduled maintenance periods will be excluded from any measurement period which involves a financial credit to the Customer. Related connectivity services (if applicable) are provided under separate agreement and are not included herein.

1. Service Unavailability

Service Unavailability is defined as a Customer’s Service being unavailable due to the failure of Aptum to provide the one or more elements of the Service Environment, excluding unavailability relating to or resulting from the following:

- (a) installation activities performed by or on behalf of the Customer;
- (b) scheduled or emergency maintenance or a scheduled outage;
- (c) problems caused by work performed by Customer’s agents, employees, contractors or representatives (excluding Aptum);
- (d) work (for example, additional technical assistance) performed by Aptum at Customer’s request;
- (e) interruptions in third party networks that prevent network access to Equipment including, but not limited to, denial of service attack, hacker activity, or other malicious event or code targeted against Aptum or a Aptum customer (irrespective of DDoS mitigation services provided by Aptum);
- (f) delayed or lack of response by Customer to disruptions that require Customer’s participation for problem source identification and/or resolution;
- (g) unavailability where no trouble has been established by Aptum;
- (h) unavailability due to the acts or omissions of the Customer or Customer’s representatives or end user customers;
- (i) unavailability due to software and/or hardware defects in the Equipment or where the Equipment does not perform according to published technical specification;
- (j) unavailability due to Force Majeure; and
- (k) Customer’s breach of its obligations under this Agreement and/or resulting in suspension or termination of your Services;

Customer must report Service Unavailability to Aptum Customer Care in a timely manner using the Aptum trouble ticketing systems or the contact numbers set out below. Service Unavailability outage time begins when the Customer reports trouble and permits Aptum any required access for diagnostic and repair purposes and ends when Aptum notifies the Customer that the problem has been resolved and the Service is again available to the Customer for use.

2. Service Credits

Upon Customer’s request, for each incident of Service Unavailability in any calendar month, the Customer’s account shall be credited for the pro-rated charges for one (1) day of the Service Charge for the Service. For greater clarity, under no circumstances shall the cumulative rebates credited to the Customer’s account, for Service Unavailability, exceed the monthly Service Charge charged to the Customer for Services. In the event of multiple reports filed during a period of twenty four (24) consecutive hours, the maximum rebate to be issued to the Customer shall be for the pro-rated charges for one (1) day of the Service. The Customer must request service credits in writing within thirty (30) days of the last day of the calendar month in which the failure(s) occurred. For greater clarity the following tables illustrate service credit methodology:



Example 1 - Three (3) incidents over a span of twenty six (26) hours:

Incident	Service Unavailability Begins	Service Unavailability Ends	Service Credit Amount
Incident 1	12:01 am May 5, 2010	12:45 am May 5, 2010	1 day
Incident 2	2:05 pm May 5, 2010	3:15 pm May 5, 2010	Nil (incident 1 provided 1 day rebate)
Incident 3	3:00 am May 6, 2010	3:15 am May 6, 2010	1 day (more than 24 hours elapsed from first incident)
Total Service Rebates			2 days

Example 2- One (1) incident lasting more than two (2) hours

Incident	Service Unavailability Begins	Service Unavailability Ends	Service Rebate
Incident 1	12:01 am May 5, 2010	2:15 am May 5, 2010	1 day
Total Service Rebates			1 day (maximum allowed for incidents measured over a continuous 24 hour period)