



## COLOCATION SERVICES SCHEDULE

This COLOCATION SERVICES SCHEDULE (this "Schedule") is made between Cologix Canada, Inc. with offices located at 156 Front Street West, Suite 401c, Toronto, Ontario M5J 2N1 ("Cologix") and \_\_\_\_\_ ("Customer") as of the latest dated signature below and incorporates and is governed by the terms and conditions of the Master Services Agreement (the "MSA") entered into by the parties. Any terms used herein and not defined herein shall have the meaning given to such terms in the MSA.

1. **Grant of License.** Cologix grants to Customer the right and non-exclusive license to occupy the colocation space identified in the Service Order (the "Customer Space") during the term identified in the Service Order, solely for the Permitted Uses (as defined below). Notwithstanding the foregoing, Customer acknowledges that it does not have, has not been granted and will not hold any real property interest in the Customer Space or the facility and that Customer is a licensee and not a tenant or lessee of the Customer Space. This license shall be subordinate to any lease between Cologix and its landlord.
2. **Use of Customer Space.**
  - a. Customer shall use the Customer Space solely for the purpose of (i) installing Customer's equipment in the Customer Space, (ii) maintaining the equipment, (iii) operating the equipment and (iv) removing the equipment (collectively, the "Permitted Uses"). In connection with the foregoing, Customer shall maintain the Customer Space in an orderly and safe condition, in accordance with nationally published CCOHS standards and other similar, applicable standards, and shall return the Customer Space to Cologix in the same condition (reasonable wear and tear excepted) as when such colocation space was delivered to Customer. Customer shall perform the Permitted Uses at its sole cost and expense.
  - b. Customer will ensure that its officers, employees, technicians, agents, representatives, contractors and visitors who are involved in the installation, operation, maintenance and removal of the equipment, or who are granted access to the Customer Space, comply with the Policies and Procedures.
3. **Cologix Maintenance.** Cologix shall perform janitorial services, environmental systems maintenance, power plant maintenance, fire system maintenance and other actions as are reasonably required to maintain the Customer Space in a condition that is suitable for the placement of communications and networking equipment.
4. **Equipment Cabinets, Racks, Cages and Private Suites.** Cologix will provide equipment cabinets, racks, cages and/or private suites as specified in each Service Order.
5. **Power**
  - a. Total Customer Space size is determined in part by the deployed power density of the facility and the amount of power purchased by Customer.
  - b. Cologix shall exclusively provide any AC or DC power circuits for the Customer Space in accordance with the Service Order. It shall be Customer's responsibility to manage the power draw on each circuit and each fuse, and Cologix shall not be liable for any outage or damage to Customer's

equipment or applications should Customer exceed the circuit or fuse rating; provided, however, that Cologix shall have the right, on an ongoing basis, to monitor Customer's power draw pursuant to clauses (c) and (d) below. In connection with the foregoing, Customer acknowledges and agrees that, pursuant to applicable law, Customer's use of any power circuit is limited to eighty percent (80%) of the fuse rating thereof (the "Power Circuit Threshold"). Customer-provided power strips used for remote control or other additional functionality must be approved for use in advance by Cologix.

c. To the extent Customer orders power from Cologix on a per circuit basis (as opposed to a kW basis pursuant to clause (d) below or a metered amp per circuit basis pursuant to clause (e) below) as set forth in the applicable Service Order, Customer acknowledges and agrees that Customer shall not be permitted to draw power on any such circuit in excess of the Power Circuit Threshold, as measured by Cologix. If at any time Customer exceeds the Power Circuit Threshold, Cologix reserves the right (at any time thereafter) to send a written notice to Customer of such excessive use (each, a "Power Notice") and Customer shall have a period of ten (10) days from receipt of such Power Notice to reduce Customer's power draw below the Power Circuit Threshold. If Customer fails to cure such excessive power use within the ten (10) day period set forth above, then Cologix shall have the right, at its option, to either (i) upon not less than five (5) business days' prior written notice to Customer, terminate the applicable Service Order with Customer if the power being used by Customer in excess of the Power Circuit Threshold is not available at the applicable facility, or (ii) without any additional notice to Customer, immediately begin charging Customer for an additional power circuit at the same configuration as the circuit triggering such excessive power use for the remainder of the term of the applicable Service Order, which additional circuit charge shall be reflected on Customer's next succeeding monthly invoice and shall be payable by Customer to Cologix pursuant to the terms of the Agreement. In addition to the foregoing, if at any time during the term of the Agreement Customer receives three (3) or more Power Notices from Cologix (whether or not Customer has cured the related excessive power use), Cologix shall have the right, without additional notice, to begin charging Customer for an additional power circuit, which additional circuit charge shall be reflected on Customer's next succeeding monthly invoice and shall be payable by Customer to Cologix pursuant to the terms of the Agreement.

d. To the extent Customer orders power from Cologix on a kW basis (as opposed to a per circuit basis pursuant to clause (c) above or a metered amp per circuit basis pursuant to clause (e) below) as set forth in the applicable Service Order, Customer acknowledges and agrees that Customer shall not be permitted to exceed Customer's committed kW power usage (as reflected on the Service Order) at any time during the term of such Service Order, as measured by Cologix. If at any time a measure of Customer's power usage by Cologix reflects usage in excess of Customer's kW commitment (as reflected on the Service Order) (any such reading, a "kW Usage Spike"), the level of such kW Usage Spike shall automatically become Customer's new kW commitment for the remainder of the term of such Service Order (subject to any additional intervening kW Usage Spike which shall again set a new kW commitment for Customer). In connection with the

foregoing, commencing on the next ensuing monthly invoice, Customer shall be charged for such new kW commitment. In addition, any new kW commitment resulting from a kW Usage Spike in a month shall apply retroactively to all power charges for such month and, in furtherance of the foregoing, Cologix shall have the right to conduct a reconciliation and true-up of charges for such month, taking into account the increased kW commitment. Cologix shall send written notice to Customer of any amounts owed by Customer in connection with such reconciliation and such amounts shall be reflected on the next monthly invoice received by Customer following the date of such reconciliation by Cologix and shall be payable by Customer to Cologix pursuant to the terms of the Agreement.

e. To the extent Customer orders power from Cologix on a metered amp per circuit basis (as opposed to a per circuit basis pursuant to clause (c) above or a kW basis pursuant to clause (d) above) as set forth in the applicable Service Order, Customer acknowledges and agrees that Customer will pay to Cologix a monthly committed amp charge (the "Monthly Committed Amp Charge") based on Customer's committed amps set forth in the applicable Service Order (the "Committed Amps"). In addition to the Monthly Committed Amp Charge, if Customer's actual peak amperage during any month of the term of a Service Order exceeds the Committed Amps set forth in the Service Order (the "Excess Amperage"), as determined by Cologix, then Customer acknowledges and agrees that during such month Customer shall also be required to pay a monthly charge for such Excess Amperage equal to Customer's peak utilized amps for the applicable month, as determined by Cologix, less the Committed Amps set forth in the Service Order, multiplied by the per amp charge set forth in the applicable Service Order. Such Excess Amperage will be measured on a circuit by circuit basis and not in the aggregate across the Customer's deployment. Cologix will invoice any calculated overage relating to the Excess Amperage in the month following such measurement.

f. In the event that the rates charged to Cologix for power increase, then Cologix may proportionally increase (without mark-up) the monthly recurring charges it charges Customer in connection with Customer's power usage by delivering written notice of such increase to Customer together with reasonable evidence of the increase in rates charged to Cologix.

**6. Access and Security.**

a. Cologix will provide physical access by Customer to Cologix's facility 24 hours a day, 7 days a week, pursuant to the Policies and Procedures.

b. Unless otherwise agreed in writing by the parties, Cologix retains the right to access the Customer 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 contracted Service(s).

c. Cologix will provide and maintain in working condition security devices, as described in the Policies and Procedures.

7. **24x7 Customer Support.** Cologix provides for the coordination and resolution of problems associated with the Service(s) on a 24x7 basis. Support is limited to the product features included in the Service(s) purchased.

**8. Onsite Technical-Support Services.**

a. Upon Customer request, Cologix technicians are available to perform various "Remote Hands" technical tasks on Customer's equipment. Typical activities provided by the Remote Hands services include, without limitation, 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.

b. Remote Hands services may be purchased in monthly blocks of time or ad hoc.

c. Although Cologix 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. Cologix shall not be liable for any losses or damages due to any failure of the equipment or for any loss of data or damages resulting from Remote Hands service.

d. Cologix shall have no liability with respect to any shipment (a shipment may comprise of one or more boxes) from Customer (or a third party on behalf of, or for, Customer) that is received and/or stored by Cologix on Customer's behalf, regardless of the cause of any damage thereto. The receiving and handling of packages by Cologix is being done for convenience purposes only. Customers must provide their own insurance for all equipment being shipped, stored, or otherwise located at the any of the Cologix facilities.

**9. Colocation Service-Level Agreement.**

a. Cologix shall maintain 100% Service availability for redundant power Services and 99.99% Service availability for non-redundant power Services.

b. For any billing month in which Cologix fails to meet the foregoing SLA with respect to power, Customer will, subject to the "Excluded Outages" (as defined below), receive, as its sole and exclusive remedy and Cologix's sole obligation for such failure, credit to its account based on the actual duration of the interruption of such Service. Cologix's maintenance logs and trouble-ticketing systems will be used for calculating any SLA credits. The amount of credit is stated below as a percentage of the monthly recurring charges due to Cologix for such affected Service for the applicable calendar month.

<u>Services Availability</u> (measured over calendar month)	<u>Redundant Power Credit</u>	<u>Non-Redundant Power Credit</u>
Uptime of 100%	None	None
Uptime of 99.999% - 99.990%	10%	None
Uptime of 99.99% - 99.90%	25%	10%
Uptime of 99.89% - 95.00%	50%	25%
Uptime of less than 95.0%	100%	50%



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c. To request a credit, Customer must deliver a written request to Cologix within thirty (30) days of the end of the month for which a credit is requested.

d. If at any time Customer is in default under the Agreement, Customer will not be entitled to any credit. Customer is limited to receiving an aggregate credit of 100% of the monthly recurring charges due to Cologix for the applicable calendar month for the affected Service.

e. Notwithstanding anything to the contrary set forth herein, credit will not be issued under this SLA for any outage that, as determined by Cologix in its reasonable judgment, results from any of the following: (i) Customer-initiated changes, whether implemented by Customer or Cologix on behalf of Customer; (ii) a violation of the Policies and Procedures in existence as of the date of such circumstances giving rise to such credit; (iii) any other event or condition not wholly within the control of Cologix; (iv) viruses; (v) any Cologix scheduled maintenance announced at least forty-eight (48) hours in advance, up to an accumulated total of eight (8) hours per month; (vi) any emergency maintenance announced at least sixty (60) minutes in advance, up to an accumulated total of two (2) hours per month; (vii) any failures that cannot be corrected because Customer is inaccessible; or (viii) Customer exceeding its kW commitment as set forth in the applicable Service Order and/or Customer's power draw on any power circuit exceeding the Power Circuit Threshold therefor (clauses (i) through (viii) above, collectively, the "Excluded Outages").

10. **Anti-Long Straw.** Notwithstanding anything to the contrary set forth in the Agreement, Customers shall not be permitted to transport cross connects to locations outside the Cologix facility for the purpose of resale or transfer to another party that is not also physically present in the Cologix meet-me-room. For example, Customer cannot offer direct cross connects to networks in the Cologix meet-me-room to their customers outside the Cologix data center unless as part of an embedded and integrated network solution beyond network access. A violation of this Section 10 shall be a material breach of the Agreement.

11. **Changes.** Cologix reserves the right to relocate, change or otherwise substitute replacement space for the Customer Space, at any time during the term hereof, provided that the replacement space is substantially similar in size and configuration to the original Customer Space. Any related direct out-of-pocket costs shall be at Cologix's sole expense

12. **Termination of Use.** Cologix shall have the right to terminate Customer's use of the Customer Space or the Service(s) delivered therein in the event that: (a) Cologix's rights to use the facility in which the Customer Space is located terminates or expires for any reason; (b) Customer is in default hereunder; (c) Customer makes any material alterations to the Customer Space without first obtaining the prior written consent of Cologix; or (d) Customer violates the Policies and Procedures. With respect to (b), (c), and (d) above, unless, in Cologix's sole opinion, Customer's actions interfere or have the potential to interfere with other Cologix customers or present significant operational risks, Cologix shall provide Customer with notice and a thirty (30) day opportunity to cure before terminating Customer's right to the Customer Space.

13. **Release of Landlord.** Customer hereby agrees to release Cologix's landlord (and its agents, subcontractors and employees) from all liability relating to Customer's access to, and use and occupancy of, the Customer Space and the facility in which it is located, except to the extent of any gross negligence or intentional misconduct of such landlord.

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized representatives.

COLOGIX:

(Signature)
(Name)
(Title)
(Date)

CUSTOMER:

(Signature)
(Name)
(Title)
(Date)