

Master Services Agreement

For Resale of Expedient Services

Advanced Network Management, Inc., a New Mexico corporation ("ANM") sets forth in this Master Services Agreement ("Agreement") the terms pursuant to which ANM, through its subcontractor Continental Broadband, LLC DBA Expedient ("Expedient") will resell to the Client certain data center colocation / technology equipment hosting services ("Colocation Services"), managed information technology ("IT") services ("Managed Services") and/or Internet and network access services ("Internet Access Services") to be performed or provided by Expedient.

Additionally, this Agreement facilitates the provision of additional technology solutions and services as may be requested by Client in the future; specifically, at any time the parties agree to additional solutions and services, or changes to existing services, they will execute a Work Order or Project Change Request that references this Agreement and defines such additional solutions or services and/ or changes to be provided without the need for a newly negotiated "Master" agreement. All services that at any time during the Term (defined herein) of this Agreement are provided by ANM to Client hereunder through its subcontractor Expedient, including, without limitation, Colocation Services, Managed Services, Internet Access Services and any such additional solutions or services, are referred to herein collectively as the "Services", and any work product or other deliverables provided to Client in connection therewith are referred to herein collectively as "Deliverables".

By accepting ANM's Quote listing the applicable Services, Client agrees to the terms and conditions set forth herein.

1. Co-Location and/or Managed Services.

1.1 General. Subject to the terms and conditions of this Agreement, including the Exhibits hereto, ANM, through its subcontractor Expedient, shall deliver and maintain the services, hardware and software as set forth on Exhibit A and Exhibit B at Expedient's facility (the "Colocation Infrastructure") for the purpose of enabling certain employees of Client to use and/or operate the applicable Services, which may include the conduct of business for internal purposes or the transaction of business with external parties, such as agents, vendors and its own clients. If applicable, Expedient shall provide the communications channel set forth on Exhibit A and Exhibit B between the respective facilities of Expedient and Client (the "Communications Infrastructure") to facilitate Client's use of the applicable Services.

1.2 Hours of Availability. Subject to the Service Level Agreement attached hereto as Exhibit C (the "SLA"), Expedient shall make the Colocation Services, Managed Services and Communications Infrastructure available twenty-four (24) hours per day, three hundred sixty five (365) days per year. Notwithstanding the foregoing, Expedient may schedule planned, routine maintenance which is not expected to impair Client's use of the Services in any way, for any or all such Services at any time. If there is even a slight risk of impairment to Client Services, Expedient shall first, take every commercially reasonable effort to conduct such maintenance outside of normal business hours, unless the nature of such work or the supporting expertise for such work requires a specific time for response, maintenance or remediation. Expedient may schedule other planned maintenance activities, which are not expected to impair Client's use of Services, but may introduce some level of risk to Services, by temporary removal or reduction of one or several redundant components of the Services, such that Client's access to the Services is temporarily single threaded ("low risk maintenance"). Expedient shall provide Clients with at least one-week advance notice of any such scheduled low risk maintenance. If any Expedient planned maintenance activities require downtime or unavailability for any or all such Services, Expedient shall provide Client with at least sixty (60) days advance notice of such downtime/unavailability, along with a full report on the purpose of such maintenance and an estimated length of the downtime event. Within ten (10) days of receipt of notice from Expedient of a non-routine, Service-impacting maintenance event, Client may request a delay of such non-routine maintenance, and the Parties will work together, in good faith, to reschedule the non-routine maintenance event within thirty (30) days of the originally scheduled date of such non-routine maintenance. In case of an emergency or other non-routine maintenance event (emergency maintenance) which is required in order to remediate material risk to Expedient Services to Client or other Clients, or a risk to human safety, Expedient reserves the right to suspend Client's physical access to the Colocation Services and/or Managed Services for purposes of conducting such emergency maintenance work at any time, as deemed appropriate by Expedient in its sole, but reasonable, discretion, without prior notice to Client, but will notify Client of such suspended access as soon as possible thereafter and use its best efforts to immediately restore access to the Services as soon as practically feasible, following completion of the emergency maintenance. Client may communicate all Service inquiries, requests or concerns directly to the Expedient Operations Support Center, a summary of which is attached hereto as Exhibit D (Operations Support Center Overview).

1.3 Client's Obligations.

1.3.1 Client-Supplied Equipment. Unless otherwise negotiated and documented herein, Client shall be responsible for obtaining and maintaining all equipment, hardware and software that is required to be provided by Client (including both Client's own equipment, hardware and software and any equipment, hardware and software obtained by Client from a third party) ("Client-Supplied Equipment") in connection with the operation of the Services and / or Client's use thereof. Furthermore, Client (and not ANM or Expedient) shall be solely responsible for procuring and maintaining in effect insurance coverage for all such Client-Supplied Equipment in such types and amounts as Client shall determine in its sole discretion.

For Colocation clients only, Client shall be solely responsible for removing Client-Supplied Equipment at the end of the Term (as defined below). Upon termination, Expedient has the right, but not the obligation, to turn off the power supply to any Client-Supplied Equipment that remains within an Expedient data center. Ninety (90) days following termination, any Client-Supplied Equipment that remains within an Expedient data center shall be removed by Expedient and the cost associated with such removal shall be invoiced to Client on a time and materials basis.

Finally, for Edge clients only, Expedient, with Client's reasonable cooperation which may include, but is not limited to assisting with packing and shipping, shall have sixty (60) days from the end of the Term of this Agreement to request assistance with the recovery of any Expedient owned hardware located at Client facilities. In addition, Expedient may require scheduled or emergency access to address performance and maintenance issues.

1.3.2 Cooperation. Client shall cooperate with Expedient in connection with the performance of this Agreement by making available such personnel and information as may be reasonably requested by Expedient, and Client shall take such other actions as Expedient may reasonably request from time to time in connection with its performance of the Services hereunder, including, but not limited to, providing Expedient with reasonable advance notice when scheduling installation and delivery of Services and / or Client-Supplied Equipment, maintenance work and any other events where Client may require assistance from Expedient personnel. Client shall also cooperate with Expedient in accordance with Expedient's Security and Control Policies and Procedures (defined in Section 6.4 below) so that only authorized employees and designated agents of Client have access to the facilities, equipment and software systems that are used in connection with Expedient's performance of or otherwise related to the Services.

1.3.3 Primary and Secondary Contact. Client shall designate a primary contact and a secondary contact that will be responsible for all technical matters relating to this Agreement, and Client shall provide Expedient with emergency contact information for both contacts (such emergency contact information shall consist of email address, cell phone number and the like and may be used by Expedient to contact such Client designees for all appropriate purposes). Client may change the individuals designated as primary and secondary contacts at any time by providing written notice to Expedient in accordance with section 12.7 below.

2. Internet Access Services.

2.1 General. Subject to the terms and conditions of this Agreement, if Expedient provides Client with Internet Access Services directly or indirectly by way of any connection to the Communications Infrastructure Service such Internet Access Services shall be used by Client at all times in accordance with Expedient's Terms and Conditions for Use of Service ("TCUS") as published on the Expedient web site located at <http://www.expedient.com> (the "Expedient Web Site"). The TCUS are hereby specifically incorporated into this Agreement by this reference as if fully set forth herein. Client acknowledges that Expedient may change the TCUS from time to time at Expedient's sole discretion and without any notice by posting modified TCUS on the Expedient Web Site; provided, if any such change to the TCUS is of a material nature or would in any way impair or require a material modification of Client's intended use of the Services, such change shall not be binding upon Client unless agreed to in writing. Notwithstanding anything herein to the contrary, in the event of a conflict between the terms and conditions contained in this Agreement and the TCUS, the terms and conditions in this Agreement shall control.

2.2 Limitations. Client shall not knowingly or intentionally upload, post, transmit, distribute or otherwise publish, through use of the Internet Access Services, any material or information that: (i) infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any person or entity, (ii) violates any law, statute, ordinance, or regulation (iii) is threatening, defamatory, libelous, harassing or profane, (iv) contains a virus, Trojan horse, worm or other malicious code or system component that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information, or (v) includes unsolicited bulk e-mails, advertisements or solicitations. Expedient may restrict or limit Client's Internet Access Services hereunder if Expedient determines, in its sole discretion, that Client has engaged in, is planning to engage in, or is threatening to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Expedient's reasonable opinion, poses any risk of any kind or nature to Expedient's network, business or other Clients. As promptly as practicable after becoming aware of Client's engagement in any such prohibited conduct, Expedient will use reasonable best efforts to immediately notify Client of the required restriction or limitation to Client's Internet Access and will promptly restore Client's access after Expedient has obtained reasonable written assurance that such conduct has been permanently discontinued. In addition to and not in limitation of the foregoing rights and remedies, Expedient reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Client in connection with its use of the Services that Expedient determines, in its sole, reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Expedient's network, business or other Clients.

2.3 Internet Content. Client may access third-party web sites and other content or information on the Internet ("Content") through use of the Internet Access Services. Client acknowledges that the Content has not been reviewed by Expedient and is supplied and maintained by third parties over which Expedient exercises no control. Accordingly, Expedient expressly disclaims any responsibility for any Content, the accuracy of the information therein, and/or the quality of products or services provided by or advertised therein or otherwise on the Internet. Client agrees that Expedient has the right, but not the obligation (unless Client subscribes to monitoring Services), to monitor Client's access to the Internet and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, and to protect itself and/or its other Clients; provided, however, that except where prohibited by the inquiring party or by applicable law or regulation, Expedient shall provide Client with prior notice of any such required disclosure of Client-related information.

3. Changed or New Services/Deliverables.

In the event that Client desires to change the scope of Services or Deliverables originally or at any time thereafter set forth in this Agreement ("Changed Services/Deliverables"), or Client desires ANM, through its subcontractor Expedient, to provide Client with services ("New Services") and/or deliverables ("New Deliverables") in addition to those originally contemplated hereunder, Client shall request that ANM prepare a proposed project change request in the form attached hereto as Exhibit B ("Project Change Request") or proposed work order ("Work Order") in respect of such Changed Services/Deliverables, New Services or New Deliverables. Each such proposed Project Change Request or Work Order shall include a detailed description of the applicable Changed Services/Deliverables, New Services and/or New Deliverables to be provided to Client by ANM, through its subcontractor Expedient, a list of any Client tasks and responsibilities in respect thereof, any special terms and conditions applicable thereto and the fees / costs and schedule for performance of the Changed Services/Deliverables, New Services and/or New Deliverables to be provided, and all such proposed Project Change Requests and Work Orders shall thereafter be subject to discussion by the parties. Any estimates of fees / costs and / or performance-schedule included in a Project Change Request or Work Order shall not be binding on ANM, and no Project Change Request or Work Order shall be binding on either party unless and until executed and delivered by both parties. Each Project Change Request and Work Order shall be subject to the terms of this Agreement shall be effective as of the effective date set forth therein and, unless otherwise expressly specified therein, shall run coterminous with this Agreement. If any of the terms of a Project Change Request or Work Order conflict with the terms of this Agreement, the terms of the Project Change Request or Work Order shall control; provided, however, that unless expressly set forth therein, the terms of any particular Project Change Request or Work Order shall not relieve Client of any payment obligations set forth in this Agreement or any other Project Change Request or Work Order.

4. Additional Service Terms.

4.1 Third Party Components. Client acknowledges that in order to provide certain Services and Deliverables hereunder, Expedient may be required to purchase access to third party telecommunications, energy/utility transportation and/or managed service facilities ("Third Party Facilities") and/or purchase/license and provide Client with access to certain software applications and services provided by third parties ("Third Party Software") (Third Party Facilities and Third Party Software provided or otherwise made available by Expedient to Client hereunder are sometimes referred to collectively as "Third Party Components"). Client further acknowledges that availability of these Third Party Components is based solely on the best information available to Expedient as of the Contract Presentation Date, including third party representations and government regulations, and is subject to change during the Term of this Agreement with little or no advance notice. If (i) any necessary Third Party Components are determined by Expedient, in its sole discretion to be unavailable as a result of changes to any third party availability, governmental regulations or any other condition or circumstance outside of Expedient's control, (ii) Client's desired solution utilizing Third Party Components cannot be delivered in a manner that meets Expedient's standards for reliability, functionality, availability and security of Expedient's other product offerings, or (iii) in utilizing Client's desired solution of Third Party Components, meeting Client's expectation for functionality and performance would require expenditures and/or a commitment of resources beyond the scope contemplated by Expedient upon original presentation of the Services, then, in each such case: (a) Expedient shall not be in breach hereof or otherwise liable for any failure or inability to provide Services or Deliverables hereunder as a result of such unavailability of any Third Party Components, and (b) Expedient may in its sole discretion modify, change or replace the applicable Third Party Components originally contemplated in order to fulfill its obligations under this Agreement and otherwise attempt to mitigate the impact of such unavailability of Third Party Components, provided, if any such modification, change or replacement of the original Third Party Components includes a material price increase with respect to the applicable Services enabled by such Third Party Components or results in a material impairment of Client's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Client may cancel the affected Services by providing written notice to Expedient within thirty (30) days after Client's receipt of notification of such material price increase or discovery of such impairment.

4.2 Form of Deliverables. If any software is part of a Deliverable hereunder it shall be delivered in object code form only, unless otherwise expressly specified in this Agreement or the applicable Project Change Request or Work Order. Client agrees that any source code applicable to a Deliverable is the Confidential Information (defined below) of Expedient or Expedient's provider of the applicable Third Party Component under section 4.1. Unless Expedient is required to and does deliver source code to Client hereunder, Client shall not decompile, disassemble, reverse engineer or otherwise manipulate a Deliverable in any manner so as to derive (or attempt to derive) the source code for such Deliverable.

4.3 License. ANM hereby grants to Client a limited non-transferable, non-sublicensable, non-exclusive license to use, during the Term of this Agreement or the applicable Project Change Request or Work Order, the Deliverables delivered by Expedient solely for Client's internal business purposes, which may include serving its own Clients and / or related parties, as set forth in this Agreement or the applicable Project Change Request or Work Order. Except as may otherwise be expressly set forth in this Agreement or a Project Change Request or Work Order and except for any Confidential Information of Client contained therein, Expedient retains all Intellectual Property Rights in any Deliverable delivered to Client, and in any and all derivative works thereof. As used in this Agreement, "Intellectual Property Rights" shall mean all rights with respect to inventions (whether or not patentable), trade secrets, patents, copyrights, trademarks, service marks, trade dress, know how, as well as moral rights and similar rights of any type, under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.

5. Payment.

5.1 Initiation Fee. In consideration of ANM establishing the applicable Services, ANM shall invoice Client for the one-time fee ("Initiation Fee") for the Original Services (defined in Section 8.1 below), if any, as set forth on Exhibit A within ten (10) days after the Effective Date, and unless otherwise specified herein Client shall pay such Initiation Fee in full within thirty (30) days after the date of such invoice.

5.2 Monthly Service Fees. In consideration of ANM, through its subcontractor Expedient, providing / maintaining the applicable Services, Client shall pay ANM the monthly service fees set forth on Exhibit A ("Monthly Service Fees"), as such Monthly Service Fee may be modified from time to time by mutually agreed upon and executed Project Change Requests and/or Work Orders. The first Monthly Service Fee for each Service hereunder will be invoiced on the first to occur of (a) the day Client commences use of such Service, or (b) the one hundred twentieth (120th) day after the Effective Date, if on such one hundred twentieth (120th) day there have not been any installation or other delays by ANM or Expedient or its third party providers and the applicable Service is otherwise available for use by Client (the first of (a) or (b) for a Service is its "Service Activation") (the parties acknowledge that different Services contemplated under this Agreement may have different Service Activations). Following the Service Activation for a given Service, subsequent Monthly Service Fees for such Service will thereafter be invoiced on a monthly basis in advance for so long as this Agreement remains in effect.

ANM's issuance of an invoice or several invoices related to a specific Service or Services shall not necessarily serve to mark the start of the Term of this Agreement as defined in Section 8.1 (below). As clearly set forth in Section 8.1, the Term of this Agreement begins upon the completion of delivery of all Original Services (i.e., all the services described in Exhibit A hereto).

5.3 New Service Fees. In consideration of any Changed Services/Deliverables, New Services and/or New Deliverables provided pursuant to a mutually agreed upon and executed Project Change Request or Work Order, Client shall pay to ANM the fees set forth in such Project Change Request or Work Order, as applicable. Unless otherwise specified in a Project Change Request or Work Order, fees for Changed Services/Deliverables, New Services and New Deliverables described in such Project Change Request or Work Order will be added to Client's account and will be reflected on the next regularly scheduled invoice after the delivery date thereof and on each subsequent regular invoice thereafter for so long as this Agreement remains in effect.

5.4 Late Payments. Except for any Initiation Fee invoiced under section 5.1 above, all invoices for fees hereunder shall be payable (and paid) by Client within fifteen (15) calendar days after the invoice date, without any right of set-off or deduction. Any amount that is not paid within thirty (30) calendar days after the invoice date shall be considered "Late". If Client payment is Late more than two (2) times in any twelve (12) month period during the Term of this Agreement, ANM reserves the right to apply interest to Client's unpaid balance at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. ANM shall also be entitled to recover its costs and expenses incurred in collecting any past due amounts owed hereunder, including reasonable attorneys' fees and costs. If payment in full of all amounts at any time owed to ANM hereunder is not made within ten (10) business days after Client's receipt of written notice that payment is late and suspension of Service is pending, then in addition to and not in limitation of any other available remedies, ANM or Expedient may restrict or suspend Client's access to all Services without any further notice or liability to Client.

Notwithstanding the foregoing, if Client reasonably disputes any fees or other charges set forth in an invoice, any such disputed invoice must be identified as such in writing by Client to ANM within thirty (30) days of the applicable invoice, setting forth (in reasonable detail) the reasons for, and the amount of such dispute. The parties agree to work to resolve the disputed invoice within thirty (30) days of notice by Client, provided that after thirty (30) days, Client and ANM agree to escalate the dispute to executive levels within each company and with Expedient, as appropriate.

ANM will re-invoice Client for the amount owed Client will pay the undisputed portion of such invoice in accordance with this Section, but Client may withhold payment of the amounts subject to the dispute until the dispute has been resolved. Client and ANM will cooperate with one-another, in good faith, to investigate and resolve any dispute, and ANM shall provide such information as is reasonably requested by Client to audit or confirm charges.

5.5 Taxes.

5.5.1 Applicable Taxes.

Fees payable by Client under this Agreement are exclusive of all applicable taxes, including federal/national, state or provincial taxes and local use, sales, property and similar taxes, if any, payable in connection with or as a result of any Services or Deliverables provided by ANM to Client hereunder, but excluding taxes based on ANM's income (collectively, "Applicable Taxes"). While Expedient will make reasonable efforts to apply, bill and collect from Client all Applicable Taxes together with the fees payable by Client under this Section 5, and to remit such Applicable Taxes to the appropriate governmental taxing authority, in each case in accordance with the most recent guidance provided to ANM by ANM's tax advisors, Applicable Taxes on Services and Deliverables vary among state and local taxing jurisdictions and at times are subject to the interpretations of individual representatives, agents, legal counsel and auditors of each specific taxing authority. Client is and shall remain liable for any Applicable Taxes payable and therefore Client agrees to pay (and shall pay) any and all Applicable Taxes to ANM upon written request by ANM, regardless of whether ANM is required to or does collect such taxes from Client at the time of billing for the Services or Deliverables to which the Applicable Taxes relate, except that ANM shall not seek to collect Applicable Taxes for any periods other than the periods for which the authorized taxing authority has issued a final assessment of taxes owed.

5.5.2 Tax Exempt Documentation.

If any transactions with Client are validly exempt from any such Applicable Tax, or from having ANM collect any such Applicable Tax from Client, then (i) ANM will accept any certificate or similar document provided for by state or other applicable law validly excusing/exempting ANM from collecting such taxes, and (ii) ANM will in turn refrain from collecting any such taxes that ANM is excused/exempt from collecting.

5.5.3 Confirmation & Attestation of Direct Payment.

In certain tax jurisdictions, applicable law may allow Clients to administer, report and remit Applicable Taxes directly to the taxing authority. In such cases, Client may submit to ANM a legally valid and acceptable "Confirmation and Attestation of Direct Sales and Use Tax Form" with respect to any such Applicable Tax, in order to relieve ANM from any obligation for collecting any such Applicable Taxes from Client. ANM will accept any appropriate certificate or similar document provided for by state or other applicable law validly excusing ANM from collecting such taxes and ANM will in turn refrain from collecting any such Applicable Taxes.

5.5.4 Multiple Points of Use.

If Services or Deliverables provided to Client are subject to sales or use tax in multiple jurisdictions, ANM shall have the right to require Client (A) to furnish ANM a Multiple Points of Use Certificate, or similar document applicable in the jurisdiction(s) in question and (B) to administer, report and remit among those jurisdictions all Applicable Taxes payable.

5.6 Third Party Billing, Accounts Payable Service Providers and Cost of Credit Card Processing.

If Client chooses either immediately, or in the future, to require ANM to process purchase orders, invoices, billing and/or collections through a third party service provider, all fees and/or costs associated with the utilization of such third party services, if any, will be Client's sole responsibility. If such third party causes its fees to be remitted directly by ANM or deducted from ANM payment transactions as a result of this requirement, ANM will provide Client a PCR for the amount of the fees incurred by ANM and such fees will be added to Client's Monthly invoice for so long as this third party processing requirement is in place.

If Client requires ANM to use such third party services and such use requires ANM to accept terms and conditions (i.e., as a part of registration) that conflict with those set forth herein, Client acknowledges that in the event of a conflict between this Agreement and any online terms, this negotiated MSA and any amendments hereto shall control unless an authorized amendment to this Agreement is issued that specifically prioritizes the online terms.

Finally, if Client elects to pay ANM invoices by credit card, then the cost incurred by ANM in processing such payment will be added to future invoices. Payment by check, ACH or through direct wire transfer will not result in such fees.

5.7 Variable Consumption Based Fees

ANM has the right to apply any non-fixed costs incurred due solely to Client's increased monthly consumption of variable resources, including, but not limited to bandwidth, power, third-party licenses, etc., above the then current contracted amount for such non-fixed resources. For the avoidance of doubt, if Client's consumption remains at or below monthly contracted levels for any non-fixed resources (as set forth in Exhibit A or a subsequent PCR), Client will not see an additional charge. Charges will only occur if Client's consumption of variable resources exceeds contracted levels.

6. Confidentiality.

6.1 Definition. "Confidential Information" shall mean confidential or other proprietary information that is disclosed in writing by one party (the "Disclosing Party") or its Representatives (as defined below) to the other party (the "Receiving Party") or its Representatives under this Agreement, including, without limitation, designs, drawings, models, prototypes, software designs and code, bit-map files, product specifications and documentation, business and product plans, and other business information. Confidential Information shall not include information which: (i) is or becomes publicly-available without any action by, or involvement of, the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (iii) is already known to the Receiving Party at the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party without any obligation of confidentiality; or (v) is disclosed pursuant to any judicial or governmental order, provided that, to the extent permitted, the Receiving Party gives the Disclosing Party sufficient prior notice to contest such order. For the purposes of this Agreement, "Representatives" shall mean either Party's legal or financial advisors, accountants, consultants, any party tasked with negotiating this Agreement on behalf of Client or other similarly situated advisors who are party to a non-disclosure agreement with the Party that they represent.

6.2 Protection of Confidential Information. Neither party shall transfer or otherwise disclose to any third party the Confidential Information of the other party. Each party shall (i) give access to Confidential Information of the other party solely to those of its employees with a need to have access thereto for purposes of this Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such other party's Confidential Information that the party takes with its own confidential information, but in no event shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use.

6.3 Confidential Information Not Related to the Performance of this Agreement. Client acknowledges that (i) ANM and Expedient do not wish to receive any Confidential Information from Client except Confidential Information that is necessary for

Expedient to perform the Services and provide the Deliverables under this Agreement, and (ii) unless the Parties specifically agree otherwise, ANM and Expedient may reasonably presume that any information received from Client that is not necessary for Expedient to perform the Services and provide the Deliverables hereunder does not and shall not constitute Confidential Information of Client.

6.4 Control Policies, Procedures, Security and Availability. Annually, and for each subsequent twelve-month period thereafter during the Term of this Agreement, Expedient has completed or shall complete, as applicable, an independent audit of internal control policies, procedures, security and availability, conducted by an American Institute of Certified Public Accountants (AICPA) accredited third-party firm, and Client acknowledges and agrees that the resulting Confidential SSAE18 Type II and SOC2 Type II reports have been and will be, as applicable, made available to Client. During the Term of this Agreement, Expedient shall use all commercially reasonable efforts to maintain in effect all of the material controls, policies, procedures, security and availability standards (collectively referred to herein as "Security and Control Policies and Procedures") described and tested in accordance with the AICPA requirements and criteria for SSAE18 SOC1 Type II and SOC2 Type II or any relevant successor industry audits, reports or standards relating to control policies, procedures, security and availability. Without limiting the foregoing, upon Client's written request, Expedient shall provide to Client a watermarked copy of Expedient's then most currently audited version of the aforementioned reports (which, for the avoidance of doubt, shall constitute Confidential Information, defined above, of Expedient).

Specifically in reference to the reports and audits of Expedient's Security and Control Policies and Procedures, Client acknowledges that remedies at law may be inadequate to protect against a breach or threatened breach of the confidentiality of this Confidential Information, and hereby agrees in advance to the granting of injunctive relief in Expedient's favor without proof of actual damages, and without any requirement for any bond or surety, in the event of any such breach or threatened breach of the confidentiality of the reports and audits of Expedient's Security and Control Policies and Procedures by Client and/or its Representatives. Such remedy shall not be deemed to be the exclusive remedy for breach or threatened breach of the confidentiality of Confidential Information by Client or its Representatives but shall be in addition to all other remedies available to Expedient at law or in equity.

To the extent Expedient fails to maintain substantial compliance with a material control policy, procedure, security or availability criteria included in its Security and Control Policies and Procedures and fails to remediate such non-compliance within thirty (30) days after receipt of notice of non-compliance from Client or any applicable accrediting agency, Client shall have the right to terminate this Agreement by providing written notice to Expedient within the twenty-day period immediately following the expiration of the aforementioned thirty-day remediation period; if Client timely exercises such termination right, then this Agreement shall thereupon terminate with no further cost, charge, cost, fee or penalty, other than fees for Services actually provided by Expedient prior to the effective date of such termination.

7. Reservation of Rights.

Except as expressly set forth herein, Expedient reserves all right, title and interest in, to and under, and grants no rights whatsoever with respect to the Colocation Services, Managed Services, Internet Access Services, Communications Infrastructure, Deliverables, Changed Services/Deliverables, New Services, New Deliverables or other property of Expedient or its suppliers, or any Intellectual Property Rights therein.

8. Term and Termination.

8.1 Term. This Agreement shall commence on the Effective Date and continue for a period of 36 Months (the "Initial Term") from the Final Service Activation Date. (For purposes hereof, (a) the "Final Service Activation Date" is the date of the last Service Activation (as defined in Section 5.2 above) for Original Services to be provided hereunder; and (b) the "Original Services" are the Services reflected in Exhibit A as of the Effective Date, as such Exhibit may thereafter be amended at any time prior to the Service Activation for all such Services). Thereafter, this Agreement shall automatically renew for successive additional periods equal in length to the Initial Term (each a "Renewal Term"), unless either party gives the other party written notice of its intention not to renew this Agreement not less than ninety (90) days prior to expiration of the Initial Term or then current Renewal Term, as applicable. The Initial Term, together with any Renewal Term, constitutes the "Term" of this Agreement. For the avoidance of doubt, the Term of this Agreement does not begin upon its execution nor upon delivery of one, a portion or substantially all the Original Services, but rather completion of Delivery of all the Services ordered as Original Services in accordance with Exhibit A.

With respect to Colocation Services only, ANM reserves the right to increase the rates and fees associated with such services by as much as five percent (5%), once during any twelve (12) month period commencing after the first year of service, with not less than sixty (60) days prior written notice.

8.2 Termination for Cause. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days' prior written notice to the breaching party; provided, however, that this Agreement shall not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period.

8.3 Termination for Insolvency. If (i) insolvency, receivership or bankruptcy proceedings are instituted by or against a party, (ii) a party makes an assignment for the benefit of creditors or (iii) a party admits an inability to pay its debts as they come due, then in any such event the other party may in its sole discretion terminate this Agreement without notice.

8.4 Effect of Termination. Upon the expiration or sooner termination of this Agreement, all Services and Deliverables provided by ANM through Expedient and any and all license rights of Client under this Agreement shall automatically and immediately cease. In the event Client terminates this Agreement prior to the end of the Term in a manner not expressly permitted hereunder, all Monthly Service Fees and other amounts that would have otherwise been payable to ANM hereunder during the remaining Term of this Agreement shall become immediately due and payable by Client. Articles 6, 7, 9, 10, 11 and 12 and this Section 8.4 shall survive any expiration or termination of this Agreement.

9. Warranty Disclaimer.

EXCEPT AS OTHERWISE PROVIDED FOR IN THE EXPEDIENT SLA (EXHIBIT C ATTACHED HERETO) AND FOR ANY UNEXPIRED PASS THROUGH THIRD PARTY WARRANTIES, IF ANY, (i) THE COLOCATION SERVICES, COLOCATION INFRASTRUCTURE, MANAGED SERVICES, COMMUNICATIONS INFRASTRUCTURE, INTERNET ACCESS SERVICES, DELIVERABLES, CHANGED SERVICES/DELIVERABLES, NEW SERVICES, NEW DELIVERABLES, THIRD PARTY COMPONENTS AND ANY AND ALL OTHER SERVICES PROVIDED BY OR ON BEHALF OF ANM THROUGH EXPEDIENT HEREUNDER ARE PROVIDED "AS-IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND (ii) ANM HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability.

EXCEPT FOR LIABILITY IN RESPECT OF THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 BELOW OR RESULTING FROM OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OR LOST SALES, AND DAMAGES DUE TO LOSS OR DISCLOSURE OF DATA OR OTHER INFORMATION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OR USE OF ANY SERVICES OR DELIVERABLES HEREUNDER, THE DELAY OR INABILITY TO USE ANY SERVICES OR DELIVERABLES, OR OTHERWISE ARISING FROM THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) THE TOTAL LIABILITY OF EACH PARTY FOR ANY CLAIM BY THE OTHER PARTY HEREUNDER, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO ANM HEREUNDER IN THE THREE (3) MONTH PERIOD ENDING ON THE DATE THAT SUCH CLAIM OR DEMAND IS FIRST ASSERTED, PROVIDED, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY FEES OR OTHER AMOUNTS OWED BY CLIENT TO EXPEDIENT BUT NOT YET PAID. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING: (I) THE EXCLUSION FOR ANM'S INDEMNIFICATION OBLIGATIONS STATED IN THE FIRST SENTENCE ABOVE SHALL NOT APPLY TO ANY CLAIMS RELATED TO THE PERFORMANCE OR LACK THEREOF OF SERVICES THAT ARE DIRECTLY RELATED TO, OR ENABLED BY SPECIFIC OPEN SOURCE SOFTWARE COMPONENTS ("OSS CLAIMS"), AND (II) ANM'S MAXIMUM TOTAL LIABILITY FOR OSS CLAIMS, IF ANY, IN ALL CASES SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO EXPEDIENT SPECIFICALLY IN RESPECT OF THE APPLICABLE OPEN SOURCE SERVICES IN THE SIX (6) MONTH PERIOD ENDING ON THE DATE THAT SUCH OSS CLAIM IS FIRST ASSERTED.

For the purposes of this MSA, Open Source Software means any software or software component of the Services that meets the principal elements of the Open Source Initiative definition, including but not limited to: (i) freely available; (ii) program includes the source code; (iii) software allows modification and derived works or, if modification is not permitted, the license allows for the distribution of patch files; (iv) not placing restrictions on other software; and (v) being technology-neutral. Open Source Services are Expedient Services that utilize Open Source Software.

11. Indemnity.

11.1 Each party shall indemnify and hold harmless the other party and its affiliates, and its and their directors, officers, employees and agents, from and against any and all claims, demands, actions and proceedings asserted by any third party, and all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including reasonable and documented legal fees and expenses) (collectively, "Losses") incurred in connection with such third party claims, for personal injury (including death) or damage to real and/or tangible property arising out of or resulting from acts or omission to act under this Agreement of any employees, contractors or agents of the indemnifying party.

11.2 ANM shall indemnify and hold harmless Client and its affiliates, and its and their directors, officers, employees and agents, from and against any and all claims, demands, actions and proceedings asserted by any third party, and all Losses incurred in connection with such third party claims, arising out of or resulting from (i) any breach by ANM (including by Expedient as ANM's subcontractor) of this Agreement, and/or (ii) any claim that Expedient's performance of the Services as ANM's subcontractor or the exercise by Client of its rights granted under this Agreement in accordance with the terms hereof, infringes, misappropriates or violates the intellectual property rights of any third party. Notwithstanding the preceding provisions, ANM shall not indemnify Client for any items under clause (ii) above that occur with respect to or as a result of any Services specifically identified in any present or future Work Order or PCR as Open Source Services.

11.3 Client shall indemnify and hold harmless ANM and its affiliates, and its and their directors, officers, employees and agents, from and against any and all claims, demands, actions and proceedings asserted by any third party, and all Losses incurred in connection with such third party claims, arising out of or resulting from (i) any breach by Client of this Agreement, (ii) Client's use of any Services or Deliverables, including but not limited to any Third Party Components thereof, in a manner not expressly directed or reasonably contemplated by Expedient, and/or (iii) any information that Client transmits via, posts on, or accesses and / or views through the Internet or any Internet web-site, including as a result of or in connection with any claim that such information constitutes copyright infringement or infringement of any other intellectual property rights of any third party.

11.4 The indemnified party shall promptly notify the indemnifying party in writing of any claims, demands, actions and proceedings related to the indemnifying party's obligations under this Section 11, provided, however that the indemnifying party's obligations hereunder shall not be affected by any delay or failure in providing such notice unless and then only to the extent the indemnifying party's defense or settlement of the applicable claim was materially prejudiced thereby. The indemnifying party shall have the right, at its sole expense, to defend with counsel reasonably acceptable to the indemnified party all such claims, demands, actions or proceedings and, so long as the indemnifying party is defending any such claim diligently and in good faith, the indemnifying party shall have full and complete authority for the defense thereof; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. If the indemnifying party does not undertake the diligent, good faith defense of a claim, the indemnified party shall have the right to conduct the defense of such claim at its sole expense, provided, (i) nothing in the foregoing shall limit or be deemed to limit a party's right to dispute that a claim (and/or any Losses arising therefrom) relates to an indemnifiable matter hereunder, and (ii) if the indemnifying party has agreed that a claim relates to an indemnifiable matter hereunder, the indemnified party shall have no authority to enter into any settlement or compromise on behalf of the indemnifying party without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In all circumstances, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its sole expense, and shall cooperate with the indemnifying party in the defense of any claim maintained thereby.

12. General Provisions.

12.1 No Lease. This Agreement is an agreement for services and is not intended to and shall not constitute a lease of any real property.

12.2 Relationship of the Parties. The relationship established between the parties by this Agreement is that of independent contractors, and nothing contained herein shall or shall be construed to: (i) give either party the power to direct and/or control the day to day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow a party to create or assume any obligation on behalf of the other party for any purpose whatsoever, except as expressly contemplated by this Agreement.

12.3 Publicity and Relationship Reference. Each party may reference this Agreement and/or the relationship contemplated hereunder (including through public announcements, press releases, electronic/email publications and notices, and other collateral or marketing materials) for any legitimate commercial purpose, including vendor or Client referral; provided, however, that (i) neither party may disclose any specific terms or conditions of this Agreement or such relationship (including but not limited to financial terms), and (ii) each such reference to the other party and/or this Agreement/relationship shall be subject to the prior review and approval of such other party (not to be unreasonably withheld or delayed). Provided however, notwithstanding the foregoing, that Expedient may include Client's logo on its website and on a current client presentation slide.

12.4 Non-Solicitation. During the Term of this Agreement and the six (6) month period following any expiration or termination of this Agreement, each party (as a "soliciting party") agrees that it will not, without the written consent of the other party ("the non-soliciting party"), solicit for employment any employees of the non-soliciting party to whom such soliciting party was first introduced or with whom such soliciting party came into material contact, in each case, as a result of this Agreement; provided that the soliciting party shall not be restricted from (i) making any general solicitations for employment not targeted at employees of the non-soliciting party, (ii) making solicitations through an executive recruiting service not directed specifically toward one or more such employees of the non-soliciting party, (iii) engaging in discussions with or hiring employees who respond to such general solicitations, (iv) hiring any employee who first contacts the soliciting party without any solicitation in violation of this section, or (v) engaging in discussions with or hiring an employee who has been terminated by the non-soliciting party prior to commencement of employment discussions between the soliciting party and such employee.

12.5 Complete Understanding; Modification. This Agreement (including all Exhibits hereto and any Project Change Request or Work Order hereafter entered into hereunder) constitutes the complete and exclusive agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. No modification or amendment to this Agreement shall be effective unless in writing signed by both parties hereto.

12.6 Severability. In the event that any provision in this Agreement shall be found by a governmental authority or court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

12.7 Assignment. Neither party shall assign this Agreement to any third party without the prior written consent of the other party; provided, however, that ANM may, without notice to or the consent of Client, grant a security interest in this Agreement to a lender pursuant to a lending arrangement and/or assign this Agreement to any entity that at that time controls, is controlled by or is under common control with ANM. For purposes of this Agreement, "assignment" shall exclude: (i) the sale of all or substantially all of the assets of a party, (ii) a merger, consolidation or reorganization, or (iii) the sale or transfer of more than fifty (50%) of the voting stock (as measured by assuming all convertible securities converted into common stock) to an individual or entity or group of individuals or entities acting in concert that immediately prior to such sale or transfer did not own more than fifty percent (50%) of the then outstanding voting stock. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

12.8 Notices. Except where otherwise contemplated herein, all notices and other communications required to be provided hereunder shall be in writing and shall be deemed effective (i) upon receipt, when delivered by hand, (ii) three (3) business days after mailing when mailed by registered or certified mail (return receipt requested), postage prepaid, (iii) one(1) business day after deposit with a nationally-recognized overnight express mail service or (iv) upon "confirmed receipt" of facsimile, email or electronic correspondence through Expedient's Client service portal, in any such case to the parties at the addresses first listed above (or at such other address for a party as shall be specified by like notice).

12.9 Force Majeure. Neither party shall be in breach or default under this Agreement or otherwise liable for any failure to perform or delay in the performance of its obligations under this Agreement (other than its obligation to pay any monies owed hereunder) or for any losses hereunder resulting from a cause over which it does not have direct control or could not have been prevented or avoided by its exercise of reasonable due diligence, including, but not limited to, failure or unavailability of any third party or external facilities, software or services, failure or unavailability of any electronic or mechanical equipment, failure or unavailability of any third party or external communication lines, or telecommunications or telephone facilities or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

12.10 Waiver. No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.

12.11 Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A., without regard to any provision that would make the laws of any other jurisdiction applicable. Each party irrevocably consents to the exclusive jurisdiction and venue of any state or federal court that is located in Pittsburgh, Pennsylvania in connection with any dispute, claim or controversy arising out of or relating to this Agreement, and each party hereby waives any objections in the nature of jurisdiction or venue. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

12.13 Insurance. ANM shall ensure that Expedient shall, at its own expense, obtain and maintain throughout the Term of this Agreement at least the following policies of insurance ("Required Insurance"):

12.13.1 Workers' Compensation and employers' liability insurance as prescribed by applicable law.

12.13.2 Commercial general liability insurance (bodily injury, product liability and property damage), the limits of which shall not be less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

12.13.3 Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 per occurrence.

12.13.4 Errors and omissions insurance, the limits of which shall not be less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate.

12.13.5 Professional liability insurance including Technology Errors and Omissions, Privacy and Cyber-Risk (Network Security) Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement, including acts, errors or omissions in rendering computer or information technology Services, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures, with a minimum limit of \$5,000,000 per claim and annual aggregate; such Cyber-Risk (Network Security) Liability Insurance shall provide for breach notification costs.

All Required Insurance shall be carried with responsible insurance companies of recognized standing which are authorized to do business in the states in which the Services are rendered and are rated "A VIII" or better by A.M. Best. Upon written request from

Customer one (1) time per calendar year, Expedient shall provide proof, by presenting a valid copy of the Certificate of Insurance from the carrier(s), that the Required Insurance is in place with at least the minimum coverage levels set forth above.

Expedient does not add individual clients as named insured parties to its insurance policies.

12.14 No Effect of Click-to-Accept Terms and Conditions. Notwithstanding anything to the contrary in this Agreement, any schedules hereto, or any subsequent PCRs, should any authorized user of ANM or Expedient be required to click to accept or made subject to any online terms and conditions in the course of providing the Services, such click-to-accept or online terms and conditions shall not bind and shall have no force or effect to ANM or Expedient or Expedient's authorized user's provision of Services, or to this Agreement, any schedules hereto, or any subsequent PCR.

Exhibit A

LIST OF ORIGINAL SERVICES AND PRICING

The Services and pricing set forth on the ANM Quote accepted by Client are incorporated into this Exhibit A.

Exhibit A

CONTINUED

LIST OF ORIGINAL SERVICES AND PRICING

1. Third Party Software Licensing - Certain Services and Deliverables provided to Client under this Agreement may include Third Party Software. Such Third Party Software may be (i) provided on a direct subscription based basis from the applicable vendor (including, but not necessarily limited to, direct subscription based licenses with Microsoft) ("Direct Licenses") and/or (ii) embedded within Services or Deliverables and covered by an indirect software license with the applicable vendor ("Embedded Licenses"). Further, Direct Licenses and Embedded Licenses can be distinguished based upon the fact that Direct Licenses will be listed separately on any PCR or invoice (i.e., will have its own SKU) whereas Embedded Licenses will not appear in a PCR or invoice. With respect to such Third Party Software and the associated Direct Licenses and Embedded Licenses, as applicable, and notwithstanding anything in this Agreement to the contrary, Client acknowledges and agrees that the following additional terms and conditions shall apply:

A) Price Changes

i) *Direct Licenses*. Any vendor of Third Party Software covered by Direct Licenses may from time to time increase the prices of its software products and services, and in that event ANM reserves the right to pass on to Client (on a dollar-for-dollar, actual cost pass-through basis only, and with no additional mark-up or margin to ANM) any such price increases incurred by ANM during the Term of this Agreement.

ii) *Embedded Licenses*. Any vendor of Third Party Software covered by Embedded Licenses may from time to time increase the price of its software products and services, and if the price of the software products/services associated with any Embedded License increases by more than five percent (5%) (as measured from the Effective Date of this Agreement or the date of the last price increase related to such Embedded License under this Paragraph 1.A.ii of this Exhibit A, whichever is more recent), then ANM reserves the right to pass on to Client (on a dollar-for-dollar, actual cost pass-through basis only, and with no additional mark-up or margin to ANM) such price increase, provided in such event that ANM provides Client with documentation reflecting the corresponding price increase of the underlying Embedded License.

B) Warranties - Vendors typically disclaim, to the extent allowable by law, all warranties and any liability for any damages, whether direct, indirect or consequential, arising from the use of their Third Party Software.

C) Maintenance - Vendors typically do not provide direct maintenance or technical support of their Third Party Software provided or otherwise made available to Client under this Agreement, and therefore Client shall be responsible to provide or cause to be provided such support for Third Party Software.

D) Proprietary Rights - Client must display in the form provided all copyright, trademark and patent notices included within any Third Party Software (including, where applicable, identifying the applicable Third Party Software vendor via appropriate descriptors), and Client shall not remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on or during the use of any Third Party Software.

E) Reverse Engineering - Client shall not reverse engineer, decompile or disassemble any Third Party Software, except to the extent such activity is expressly permitted by applicable law.

F) Client Information - Client hereby allows Expedient to provide Third Party Software vendors with information regarding Client to the extent required under Expedient's agreements with any vendors, which such information may include (but is not necessarily limited to) results of demonstrations to Client of and/or evaluations by Client regarding the Third Party Software.

G) High Risk Use - Client shall not utilize any Third Party Software in any application or situation where the failure thereof could directly or indirectly lead to death or serious bodily injury to any person and/or to severe physical or environmental damage.

H) Other - If Client provides any Services or Deliverables that contain Third Party Software to Client's own clients (i.e., such that Client is not the end user of such Services/Deliverables and Software), Client must ensure that its clients' use of such Services/Deliverables and Third Party Software is subject to all applicable restrictions and limitations hereunder on the use thereof, including those listed above in this Exhibit A.

I) Acknowledgement - If and to the extent Microsoft is the applicable vendor of any Third Party Software (e.g., Exchange, Sharepoint, Dynamics, SQL, etc.) used by Client in connection with any Services or Deliverables provided by Expedient under this Agreement, then Microsoft will be (and is) an intended third party beneficiary of this Agreement, with the right to enforce all applicable provisions of this Agreement against Client and to verify the compliance of Client with such provisions.

J) Client Owned License Mobility Assurance - If at any time during the Term of the Agreement, Client intends to utilize Microsoft software license(s) not provided by Expedient in conjunction with Services provided under this Agreement, Client will execute a zero cost PCR (no charge from Expedient) to document such software and to attest to Client's required compliance with the

Microsoft License Mobility (LM) provision associated with the Microsoft Software Assurance program. Client will be responsible for transmitting the required information to Microsoft in order to validate eligibility for License Mobility and will provide written acknowledgement and supporting evidence of LM approval from Microsoft.

K) Software Restrictions and International Usage - If Client is utilizing Expedient Services that are hosted on private virtual infrastructure physically located outside of the United States, Client agrees not to transmit to Expedient in the course of Client's use of the Services and Deliverables any information, data or technology controlled by the International Traffic in Arms Regulations or otherwise requiring an export license or other authorization from the U.S. Government or any other governmental authority.

L) Red Hat Licensure - If any of the Services provided under this Agreement, include Red Hat Software, Client hereby agrees to and assent (in a binding manner) to the Cloud Services Subscription Agreement set forth at www.redhat.com/licenses/cloud_cssa/, which may be amended from time to time by Red Hat in its sole discretion ("End User Agreement"), as a condition to providing End Users with access to the Software and/or Updates. Any modification or waiver of the End User Agreement requires prior written consent by Red Hat.

M) End User License Agreements - Client acknowledges that it has reviewed and at all times during the Term of this Agreement will adhere to the specific End User License Agreements for any and all Open Source Services provided under the Agreement. The current list of which can be found at: <https://expedient.com/third-party-eulas/>.

2. Bandwidth Bursting

Bandwidth usage levels are determined by traffic samples taken every five minutes. The five-minute samples are collected for the month and then the top 5% are eliminated. The bandwidth charge is based on the next highest remaining sample. Expedient's flexible pricing allows virtually unlimited "bursting" for up to 36 hours per month (based on 8640 samples in a typical month) without additional fees. Incremental charges for usage above Client's base bandwidth commitment will only apply if Client's usage, as defined above, exceeds Client's contracted bandwidth in more than 5% of the monthly samples. Unless stated otherwise in this Agreement, additional fees will be assessed for excess incremental bandwidth consumption in an amount equal to Client's monthly per megabit rate for the service multiplied by the overage (in increments of one megabit).

3. Third Party License Bursting

All Third Party Software is provided to Client according to the licensed capacity, as set forth in the Original Order or PCR. Expedient monitors Client's use on a monthly basis and if Client's consumption is in excess of the licensed capacity, Expedient will identify the bursting charge and will, at Client's direction, work with Client for not more than thirty (30) days to reduce their usage so that it conforms to the applicable usage limit or increase the licensed capacity limit to fit Client's changing needs and such that Client's licensed usage will be increased at a fixed monthly rate for the remainder of the term avoiding more costly monthly bursting charges for excess consumption.

4. Variable Pricing on Managed Storage Services

Unless otherwise stated herein, Client shall be invoiced and responsible for the following additional incremental fees, payable upon the same terms set forth for all invoices in the MSA, as prescribed:

A) If the month averaged data storage amount is in excess of the quantity purchased, a fee equal to that excess multiplied by the listed rate will apply with overage amounts assessed in 50GB increments.

B) If Client requires more than two (2) hours of backup assistance in a given month, the standard consulting rate of \$150/hour with a one (1) hour minimum will apply

5. Power Service Consumption and Fee Changes

A) **Increased Power Cost Pass-Through.** In the event that Expedient incurs an increase in power costs from its energy generation and/or energy transport provider(s) of greater than three percent (3%), and Expedient passes through the impact of such power cost increase to ANM on a pro rata or proportionate basis, then ANM reserves the right to pass through the impact of such power cost increase to Client on a pro rata or proportionate basis. To eliminate any confusion, by way of example: (i) in cases where Client subscribes to a specific, itemized power service, the rate will be changed by an equal percentage to that of the actual percentage rate change incurred by Expedient; or (ii) In instances where Client is subscribing to a "bundled" per rack service or per square foot service in which, power is included (bundled service), that rate will be changed by an amount equal to the actual percentage rate change incurred by Expedient times thirty percent (30%) of the fees for the bundled service.

B) **A-B Feed Restrictions** Unless otherwise specified and/or defined in Power Service descriptions listed elsewhere in this Agreement and/or in any Work Order or Project Change Request, Expedient will provide, as part of its Standard Power Service offering, a set of redundant branch circuits commonly referred to as "A" and "B" side access feeds. The sole and exclusive purpose of the A and B access feeds are to provide an added layer of power redundancy.

The aggregate consumption of the equipment connected to the combined A and B side access feeds shall not exceed eighty percent (80%) of the branch circuit rating of either the A side access feed or the B side access feed. If at any time during the Term of this Agreement, Client's aggregate power consumption on a set of redundant A and B side access feeds exceeds eighty percent (80%) of the branch circuit rating of either single feed, then in addition to and not in limitation of any other provisions of this

Agreement, Client hereby acknowledges and agrees that (i) Expedient is not and shall not be liable for any service disruption that may occur as a result of the excess power consumption, (ii) Client will be obligated to pay ANM for charges equal to two times the amount of Client's standard power service charge for the previous three (3) months of service, such amount to be invoiced within thirty (30) days of the period when such excess power was measured by Expedient and payable upon the same terms set forth for all invoices in the MSA, and (iii) ANM and Client will then agree to the appropriate amount of actual power needs and corresponding charges required by Client on a go forward basis.

6. Device & Application Management. If applicable, customary management of devices, including but not limited to servers, SANs and network elements, or applications, includes Expedient's time and expertise for maintenance, monitoring, troubleshooting, Client consultation, application of standard patches and/or upgrades. Application support and non-standard requests, including but not limited to operating system re installation, corrective work stemming from Client's improper device or application use and engineering time, in excess of the reasonable amount of time to perform customary management Services listed above, will be provided by Expedient to Client, at Client's request and approval, at the rate of \$150 per hour, in one-hour increments with a one (1) hour minimum.

Exhibit B

PROJECT CHANGE REQUEST

This Project Change Request dated the date of _____, is issued pursuant to Master Services Agreement date _____ (the "Agreement") between Advanced Network Management, Inc. ("ANM") and the Client identified above in the Agreement ("Client"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

Company Name	Account #	Contact	Account Manager
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By Component	Description of Equipment and Services	One-Time Charge	Monthly Charges
Services			
Equipment			
Maintenance			
Installation			
Total			
Excludes Applicable Taxes and Regulatory Fees			

Exhibit C

SERVICE LEVEL AGREEMENT (SLA)

1. Service Level Target. In accordance with Section 1.2 of this Agreement, subject to specifically mentioned exceptions, Expedient shall use commercially reasonable efforts to cause the Services to be available 100% of the time ("Service Level Target"), as measured during each monthly service billing cycle. In the event any Services do not meet the Service Level Target, Client may be eligible to receive a Service Credit in accordance with the procedures described below.

2. Service Interruption. "Service Interruption" is defined as either the total loss of Client availability to an itemized Service or group of Services or the degradation of a specific element or component of a given Service, to an extent by which the Service or Services are not functional for their intended purpose, subject to the exceptions described below.

3. Service Interruption Exceptions. Any interruptions to the Service(s) caused by any of the following events or circumstances shall not constitute a Service Interruption hereunder and shall not be considered and/or included in, or for the purpose of, calculating any Service Credits available under this SLA:

- i) If Client's account is Late or suspended for late payment, as described in Section 5.4 of the Agreement.
- ii) Incidents outside Expedient's reasonable control, including those described in Section 12.9 of the Agreement.
- iii) Expedient scheduled or emergency maintenance events as described in Section 1.2 of the Agreement.
- iv) Incidents caused by equipment, software or other technology provided by Client or by a third party on behalf and at the direction of Client.
- v) Incidents related to Client's usage of power that exceeds the recommended and / or capacity thresholds for proper configuration and use of A-B circuit configuration as outlined in Exhibit A, section 4 of the original Agreement.
- vi) Incidents involving a Client's Private Virtual Colocation Service, where successful failover is prevented as a result of Client's overconsumption of either the allotted memory and/or the allotted CPU contracted for, to the point where such overconsumption exceeds the resources available to maintain an N+2 configuration.
- vii) Incidents caused by an error or the direct negligence or willful misconduct of Client or Client agents or employees.
- viii) Hardware failures on equipment that is owned or exclusively used by Client, which are cured within 4 hours as prescribed by Expedient's "Break Fix" coverage.
- ix) Incidents associated with disaster recovery services (including backups) in which testing of the solution was not cooperatively completed by Client and Expedient upon service activation or following a subsequent configuration change that prevents successful failover/recovery.
- x) Instances where the Service disruption occurs as the result of Client's application of Open Source Services not specifically directed by or under the supervision of Expedient.
- xi) Instances where the Service disruption involves equipment stored outside of Expedient data centers (e.g., Edge, private Colocation, etc.) in which Client's acts or omissions led to the Service Interruption.
- xii) Instances where the Service disruption involves equipment stored outside of Expedient data centers and the Service Interruption was prolonged due Client's acts or omissions including, but not limited to, providing Expedient with timely access to the affected equipment, may impact the calculation of Service Credits available under this SLA.

4. General Service Interruption Increments for Specific Services. While an actual Service Interruption can take on different forms in unique circumstances, the following guidelines are provided as a "general reference", with respect to the different types of Services Expedient provides, in order to help identify circumstances in which a Service Level Target is not met and a qualifying Service Interruption event occurs:

- i) **Power related services** - A degradation or complete loss of Expedient-provided power to a Client device or group of devices the length of which causes the device to lose power or requires a re-boot.
- ii) **Environmentals in the Colocation Service** - Any period of time whereas:

(a) The ambient room temperature reading measured in the center of the nearest cold aisle row, no more than four (4) feet from the floor, is less than 64.4 degrees or greater than 80.6 degrees Fahrenheit (or the then current "Recommended Range" for Equipment Environment Specifications as Published by ASHRAE; Thermal Guidelines for Data Processing Environments), for more than twenty (20) minutes within any twenty-four (24) hour period of time.

(b) The humidity reading measured in the center of the nearest cold aisle row, no more than four (4) feet from the floor, is less than 25% or more than 60% (or the then current "Recommended Range" for Equipment Environment Specifications as Published by ASHRAE; Thermal Guidelines for Data Processing Environments), for more than twenty (20) minutes within any twenty-four (24) hour period of time.

iii) **Network related services** - A degradation or complete interruption of data throughput on a given network, telecommunications and/or internet access component of a Service the length of which causes a material and measurable delay or loss of ability to transmit data packets on that specific Network Service component.

iv) **Managed Servers and System Oversight** - The degradation or complete operational failure or lack of availability of system or advanced network service (for example, but not limited to: firewall, load balancing, managed hosting, etc.) the length of which causes such component to be "off line" or causes a material impairment to functionality.

v) **Fixed, Incremental or Periodic Service** - The failure to perform or deliver on a specific and regularly scheduled Service task (for example, but not limited to: data backups, data back-up recovery, individual client issues, etc.) that has not been completed within twenty-four (24) hours of the prescribed timeline for such Service.

vi) **Single Threaded - Non Redundant Services.** For service disruptions caused by the failure of a non-redundant Service chosen by Client as an alternative to a redundant Service, (i.e. single firewall, single power corded server, circuit etc.), the Service Credit as defined in Section 6 will only be calculated for the specific failed, non-redundant Service and not any other related Services impacted by that failure.

5. SLA Credit Request Procedure. If Client experiences a Service Interruption which qualifies for a remedy prescribed by this SLA, in order to receive consideration for a corresponding Service Credit, Client must submit a "Request for SLA Credit" (include in subject header) via email to support-sla@expedient.com within 10 days after the Service Interruption. The request should include, at minimum, the date, time and duration of the interruption, as well as a specific list of the Services that were unavailable. In instances of uncertainty or dispute as to whether an actual Service Interruption has occurred, Expedient shall make a final determination with respect to such uncertainty and/or dispute, in good faith, based on its review of data provided by system logs, monitoring reports and configuration records, which Expedient shall make available to Client at Client's request.

6. Service Credit Methodology and Calculation. Each distinct Service Interruption, including the events described in clauses i, ii, iii and iv of Section 4 of this SLA, shall be measured in one hour increments, with Service Interruptions lasting for only a portion of an hour, whether such interruption is continuous or intermittent, being deemed a Service Interruption for the full hour, such that a 5 minute interruption would be considered a 1 hour interruption, a 65 minute interruption would be considered a 2-hour interruption, a 125 minute interruption would be considered a 3-hour interruption, and so on. The credits due Client under this SLA for any applicable Service Interruption ("Service Credit"), subject to satisfaction of all other requirements and to the exceptions to Service Interruptions described above, will be calculated in accordance with the following formula:

The Service Credit will be an amount equal to (i) the total Monthly Service Fees paid by Client for the Services that were unavailable due to the Service Interruption, (ii) divided by 30 (number of days in the average month), (iii) multiplied by the length of the Service Interruption as measured in the number of hours, as described above.

In other words, 1 day of Service Credit for each hour of Service Interruption.

7. Service Credit Maximum. The parties acknowledge and agree that (i) the maximum Service Credit a Client may receive for Service Interruptions as described in this SLA shall be no more than 100% of the Monthly Service Fee paid for the affected Services, and (ii) the Service Credits prescribed under this SLA shall be the sole and exclusive remedy for any and all such Service Interruptions, in each case notwithstanding anything to the contrary in this SLA or elsewhere in this Agreement.

[END]

Exhibit D

Operations Support Center (OSC) Overview

With the assistance of innovative visualization software, the Operations Support Center (OSC) proactively ensures reliability of Client services and reacts accordingly to unplanned events and requests from Clients. The OSC is primarily responsible for problem resolution, coordinates troubleshooting, and escalations internally and with third parties. The OSC also participates in the Expedient change management process ensuring timely and accurate Client communication of scheduled maintenance events.

PERFORMANCE MANAGEMENT

There are several performance management systems in use by the OSC providing visibility into key metrics of mechanical, network, and system devices that work together to deliver Client services. These systems give the OSC visibility to detect events proactively and corroborate Client trouble reports and requests that may result in less subtle symptoms only visible to the Client. These systems include:

- Facility Monitoring Applications – on screen view of data center mechanical systems including environmental and fire suppression
- Network Device Monitoring Applications – availability, health, and circuit utilization statistics of backbone, core and Client premise devices
- System Device Monitoring Applications – availability, health, and network interface utilization statistics of devices. Also, application-level resource utilization for specific operating systems
- Asset/Node Database – relational tracking of all Client contact information, devices, device attributes, network IP assignments, maintenance agreements, etc.
- Event Aggregator – consolidated view of alerts generated by all systems with visual and audible cues based upon incident severity
- Incident/Problem Management – processes and communication tools necessary to facilitate rapid notification and successful outcomes during unplanned events that impact service
- Trouble Ticketing – severity and priority tracking of all proactive and reactive incidents with daily, weekly, and monthly exception reporting
- Change Management – indication and notification of planned changes including methods of procedures linked to affected IT and facility assets
- Authorization – identification of individuals who are allowed to have access to obtain service on behalf of a particular Client including physical access to facilities and virtual access with a username/password

CONTACTING THE OSC

Clients can choose from one of three methods of contact to reach the OSC 24 hours a day, 7 days a week. Some Clients prefer to communicate only by e-mail.

- **Online** – authorized individuals can utilize the Support Management Console (SMC) web site at <https://support.expedient.com> to manage their accounts including creating and updating service requests. The goal for response to these requests is no more than 3 hours. Clients creating informational requests including notification for a site visit, shipments, DNS changes, etc appreciate this option as a matter of convenience. At any time they can view status on the SMC, call or visit to receive a faster response.
- **On-Site** – authorized individuals can visit a data center facility and make a face-to-face request. Clients with data center collocation services may meet with an OSC Analyst to create a new request or get an update on one that was made previously.
- **Telephone** – authorized individuals can call to make a request. This method is used most frequently when immediate attention or a level of discussion or explanation not possible by e-mail is required. We play a pre-recorded status message with information on any known service interruptions that may impact multiple Clients. The main OSC telephone number is 888-227-9400.

All services include a basic level of monitoring. Many Clients subscribe to additional premium monitoring services for both managed and unmanaged services. We use the escalation lists established during the implementation phase to contact Clients when necessary to proactively communicate information about service interruptions. Authorized individuals can modify the escalation lists at anytime.

The OSC also coordinates notification of planned and unplanned service interruption events. Clients receive these notifications when these activities will potentially affect their services. Expedient and third party vendors (e.g., telecom providers) initiate these events.

REQUEST PRIORITY

The OSC receives a large volume of service requests on a daily basis and uses a standard process to prioritize and respond quickly and efficiently. Whenever possible, the OSC will resolve a problem upon first contact.

Expedient OSC Analysts, Technicians, and Engineers are cross-trained in multiple technology disciplines preparing them to respond to the variety of incidents that may occur on the network.

- **Tier I** (Analysts) – subject matter experts at this level handle initial troubleshooting including monitoring response, telephone call response, trouble ticket triage, request resolution through standard operating procedures (SOP), and security escorting in the data centers
- **Tier II** (Technicians) – subject matter experts at this level handle escalations from Tier I and act as IT generalists in multiple areas including Windows, Networking, Unix, and Virtualization
- **Tier III** (Engineers) – subject matter experts at this level focus on certain areas and act as authorities in the organization who provide guidance and training as well as high level problem solving for Windows, Networking, Unix, and Virtualization

We understand that Clients are typically experiencing impact to their business operations as the result of a service disruption. We invite them to participate in the prioritization process by describing the impact. However, it is not always possible for every individual in the OSC to have every skill set. As a result, subject matter experts are consulted when required to achieve incident resolution. If escalation is required, the following priorities are assigned to requests such that we can maintain a consistent service level:

- **High** – the service is out of order and there is no work around
 - Initial Response: Within 45 minutes
 - Updates: the ongoing expectation for follow up is every 60 minutes until resolution or as requested by the Client
- **Medium** – the service is not completely out of order, but requires attention to restore normal operation
 - Initial Response: Within 75 minutes
 - Updates: the ongoing expectation for follow up is every 120 minutes until resolution or as requested by the Client
- **Low** – There is no immediate impact to the Client's services, but the request requires a response or is informational in nature
 - Initial Response: Within 9 business hours
 - Updates: the ongoing expectation for follow up is every 24 hours until resolution or as requested by the Client

SINGLE POINT OF CONTACT (SPOC) INTEGRATION

The OSC is configured as an integrated service desk encompassing all the aspects of a network control center, call center, and IT helpdesk enabling us to provide service assurance 24 hours a day, 7 days a week. These functions are distributed across each of our data center facilities. This configuration enables the availability of a broad pool of technical resources. We focus on the services that we can provide consistently to all Clients and while we do not provide support to individual desktop users, our Clients consider us to be a replacement for—or an extension of—their IT departments. Based upon the chosen level of service, Clients can offload portions of their internal IT support related to infrastructure management including functions such as monitoring, platform upgrades, software patching, and more.

We regularly work with new Clients to facilitate transitions of responsibility for managed IT infrastructure. For Clients who require end-user desktop support, we can provide recommendations as we do not support individual desktop users.

ESCALATION & SERVICE REVIEW

We understand that from time to time a service disruption may continue longer than acceptable and cause significant impact to a Client's business. We also acknowledge that sometimes misunderstandings or improper prioritization may occur on our part. As a result, we empower Clients to escalate requests within our organization. The escalation list can be downloaded at <http://www.expedient.com/escalation.pdf>.

Finally, the OSC team appreciates all opportunities to accept and respond to Client feedback. Clients can request ad-hoc or regularly scheduled service review meetings with a member of the OSC management staff at any time. The OSC will request these meetings from time to time when needed to resolve chronic issues, review changes in service consumption patterns, etc.

[END]