



CO-LOCATION SERVICE ADDENDUM

This Co-Location Service Addendum is made between Customer and TC and outlines the Services that TC will provide to Customer. This Addendum is effective upon Customer's subscription to Co-Location Service in addition to its TC Services and is considered an addition to, not a replacement of, the TulsaConnect MSA. Any terms not defined herein shall have the meaning set forth in the MSA. To the extent that the terms contained herein vary from or conflict with the terms of the MSA, the terms of this Addendum shall control. This Co-Location Service Addendum includes the Order Form and the Terms and Conditions of Co-Location Service.

Terms and Conditions of Co-Location Service

I. Co-Location Service Addendum Effective Date. The Co-Location Service Addendum Effective Date shall be the date on which data packets are sent to Customer.

II. Server Security

- a. Unless security monitoring service is specifically contracted in a separate agreement or addendum between Customer and TC, the Customer is solely responsible for monitoring security issues for the software services running on Customer equipment. While TC may, as a courtesy and without further obligation or liability, provide security and vulnerability alerts from time to time, the Customer is solely responsible for obtaining, implementing, applying and responding to security updates for the services it provides.
- b. Customer must maintain reasonable security practices for the software services running on Customer equipment. Customer is also responsible for complying with all applicable security and privacy laws and regulations related to the security of the software services running on Customer equipment, including all Compliance Standards. As used in this Co-Location Service Addendum, "reasonable security practices" include, without limitation, access controls, harm detection, security auditing, physical protections, maintenance of privacy and confidentiality, and recovery plans.

III. Service Level Commitment

- a. TC will use its reasonable commercial efforts to make Co-Location Services available to Customer at all times. If the Services are unavailable to Customer, Customer: (i) must contact TC and outline service deficiency with supporting data; (ii) must allow TC a reasonable amount of time to cure alleged service deficiency; and (iii) may request a credit as provided in Section C below.
- b. If after thirty (30) days TC has failed to correct a mutually recognized service deficiency, Customer may terminate any affected component of this Co-Location Service Addendum, without liability, except for payment of all amounts otherwise due to TC hereunder and under the MSA by giving written notice to TC.
- c. **Credit for Service Interruption** - Subject to the below Exceptions, upon Customer's request, TC will issue a credit to Customer for outages in an amount equal to one day's worth of the monthly services fee paid by Customer hereunder during the month(s) in which the outage(s) occurred, for each four (4) hour period in any day that such outages occurs during a particular month. In no case will the total credit issued exceed the Customer's monthly services fee for that month.
 - i. Exceptions: (1) circumstances beyond TC's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance; pandemic related interruption or delay; interruption of or delay in transportation; unavailability of or interruption or delay in telecommunications or third party services; or failure of third party software; (2) failure of access circuits to the TC Network, unless such failure is caused solely by TC; (3) scheduled and emergency maintenance and upgrades; (4) DNS or Internet routing issues outside the direct control of TC.

IV. Electric Utility Charges

- a. TC reserves the right, at its discretion, to adjust the power rates charged to Customer based on changes in an electric utility company's kw/H charge.