



## PRIVATE CLOUD HOSTING SERVICE ADDENDUM

This Private Cloud Hosting Service Addendum is made between Customer and TC and outlines the services that MBO Data LLC, d/b/a TulsaConnect (hereafter "TC") will provide to Customer. This Addendum is effective upon Customer's subscription to Cloud Hosting Services 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 Private Cloud Hosting Service Addendum includes the Order Form and the Terms and Conditions of Private Cloud Hosting Service.

### Terms and Conditions of Private Cloud Hosting Service

- I. **Private Cloud Hosting Service Addendum Effective Date.** The Private Cloud Hosting Service Addendum Effective Date shall be the date of subscription.
- II. **Private Cloud Host Management.** Private Cloud host servers provided by TC are managed to the extent detailed below. Every Private Cloud host server includes basic managed services including initial operating system / hypervisor installation, hardware maintenance when required, basic monitoring, basic troubleshooting support for the operating system / hypervisor, patch management for the host (pursuant to an established maintenance schedule), and remote reboot services. Additional managed services may be provided as outlined in the Order Form.
  - a. **Operating system / hypervisor setup and testing** - TC will perform a standard operating system / hypervisor installation and test the configuration of that installation.
  - b. **Hardware maintenance** - TC will provide hardware replacements for failed components on TC provided hardware at no charge under the provisions of the applicable policies of the **hardware** vendor. Any operating system / hypervisor reinstallation required due to failed hardware replacement will be performed at no charge. Please see the section entitled "Backup and data recovery" for information on data recovery after any required system reinstallation.
  - c. **Basic monitoring** – Private Cloud host servers will be monitored by TC monitoring systems. By default, a server will be queried to determine up/down status via ICMP ping or other method. Notifications of failed tests may optionally be sent to an E-mail address provided by the **Customer**. In addition, notifications will be dispatched to TC support personnel in the event of a service failure.
  - d. **Backup and data recovery** – TC recommends the nightly backup of all critical Customer data. If backups are performed by TC as part of this Private Cloud Hosting Service Addendum and a restore is necessary, TC will make commercially reasonable efforts to restore Customer data from the latest **full** backup, but does not warrant that any such restoration will be successful, complete or accurate. Customer assumes all liability associated with backup and data recovery and acknowledges that it is not relying on TC for providing redundancy. As with all data processes, TC cannot guarantee the viability or availability of any backup performed via automated or manual processes.
- III. **TC Chargeable Services**
  - a. All services provided outside the scope of this Private Cloud Hosting Service Addendum are chargeable to the Customer, including software installation or configuration not contemplated herein, and additional hardware that is requested to be installed in the Private Cloud host server.
  - b. All such additional services will be billed at our then-current hourly rates. Emergency service after hours required for any reason other than failure of hardware or basic TC infrastructure may result in premium service charges. All such premium charges will be communicated to the Customer prior to performing the service.

#### IV. Server Security

- a. **Host Servers** – TC maintains reasonable security practices for software on the Private Cloud host servers. TC performs security patch management, updates, and configuration changes for the Private Cloud host servers in accordance with industry best practices. TC will schedule these activities with Customer to minimize impact on uptime of the environment.
- b. **Virtual Machines**
  - i. Security Practices – Customer must maintain reasonable security practices for the software services running on Customer Private Cloud virtual machines (VMs). Unless otherwise specified in this Private Cloud Hosting Service Addendum, Customer is responsible for applying all security patches, updates, and configuration changes within the VMs in accordance with industry best practices to maintain proper security. Without limiting the foregoing, Customer will immediately respond to any remotely exploitable flaws that will grant unauthorized administrative access to Customer infrastructure to ensure that the environment is not compromised. If TC attempts to contact the Customer regarding any such security issues and receives no response, TC reserves the right, without obligation or liability of any kind, to apply all patches/remedies which in its discretion TC determines necessary or appropriate to mitigate such security issues whenever TC deems it necessary, including, without limitation, during Customer's regular business hours.
  - ii. Compliance – Customer is responsible for complying with applicable security and privacy laws and regulations related to the software services running on Customer Private Cloud VMs.
  - iii. Monitoring – Unless security monitoring service is specifically contracted in this Private Cloud Hosting Service Addendum, the Customer is solely responsible for monitoring security issues for the software services running on Customer Private Cloud VMs. While TC may, as a courtesy, provide security and vulnerability alerts from time to time, the Customer is solely responsible for obtaining and responding to security updates for the services it provides.
- c. As used in this Private Cloud Hosting Service Addendum, “reasonable security practices” include, without limitation, access controls, harm detection, security auditing, physical protections, maintenance of privacy and confidentiality, and recovery plans.

#### V. Service Level Commitment

- a. TC will use commercially reasonable effort to make the Private Cloud 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 Private Cloud Hosting Service Addendum, without liability, 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, 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.
  - 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.

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