



Cyxtera Hosted Service Addendum

This Cyxtera Hosted Service Addendum (this "Addendum") is entered into by and between Cyxtera Cybersecurity, Inc., a Delaware corporation ("Cyxtera"), and Customer and is effective on the Effective Date for this Addendum. This Addendum is governed by that certain Cyxtera Software Schedule (the "Schedule") entered into by and between Customer, or its Affiliate, and Cyxtera, or its Affiliate, located at

https://www.cyxtera.com/pdfs/legal/Cyxtera_Software_Schedule.pdf.

In the event the Schedule is entered into by an Affiliate of Customer or Cyxtera, then the Schedule shall apply to this Addendum as if Customer or Cyxtera, as applicable, was a party thereto in lieu of the Affiliate of Customer or Cyxtera, as applicable. Capitalized terms used, but not defined herein, shall have the meaning ascribed thereto in the Schedule.

1. **Products.** This Addendum sets forth the additional terms generally applicable to all Hosted Services purchased under the Schedule Agreement, as well as terms applicable only to specific Hosted Services as noted herein. The additional terms set forth in this Addendum supplement the terms set forth in the Schedule which apply to such Hosted Services.

2. **Customer's Accounts.** Customer and each Authorized User are responsible for maintaining the confidentiality of all username and password information with respect to the Hosted Services and for ensuring that any such username and password is not used by anyone to access the Hosted Services other than the Authorized User to which such username and password was issued. Customer is entirely responsible for any and all activities that occur under Customer's accounts and all charges incurred from use of the Hosted Services accessed using one of Customer's accounts. Upon becoming aware of any unauthorized use of a Customer account or any other breach of security relating to a Customer account or the Hosted Services, Customer agrees to immediately notify Cyxtera. Cyxtera shall have no liability under the Schedule Agreement for any loss or damage arising from Customer's failure to comply with these requirements.

3. **Suspension of Hosted Services.** Notwithstanding anything in the Schedule Agreement to the contrary, in addition to Cyxtera's rights to suspend Products under the Schedule, Cyxtera may immediately suspend Customer's and/or any Authorized User's access to all or any portion of the Hosted Services if Cyxtera reasonably believes that (i) there is a threat or attack on any of the Cyxtera Intellectual Property, (ii) Customer or any Authorized User's use of the Cyxtera Intellectual Property disrupts or poses a security risk to the Cyxtera Intellectual Property or to any other customer or vendor of Cyxtera, (iii) Customer, or any Authorized User, is using the Cyxtera Intellectual Property for fraudulent or illegal activities, (iv) Cyxtera's provision of the Hosted Services to Customer or any Authorized User is prohibited by applicable law, or (v) Customer or any Authorized User is in breach of Section 3.a (Use; Restrictions on Use) of the Schedule. Any suspension by Cyxtera pursuant to this Section 3, shall be deemed a "Service Suspension". Cyxtera shall exercise commercially reasonable efforts to notify Customer prior to suspending any Hosted Service pursuant to this Section 3. In the event Cyxtera does not notify Customer prior to suspending any Hosted Service, Cyxtera shall notify Customer of the Service Suspension as promptly as reasonably practical thereafter. In the event of any Service Suspension pursuant to this Section 3, Customer shall continue to be obligated to pay the fees for

the Hosted Services during such period of suspension. If Cyxtera suspends a Hosted Service, unless Cyxtera has subsequently terminated such Hosted Service in accordance with the terms of the Schedule Agreement, Cyxtera will resume the suspended Hosted Service as soon as reasonably practical after Cyxtera is reasonably satisfied that the reason giving Cyxtera the right to suspend has been cured or resolved, as applicable. Cyxtera will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

4. **Customer Indemnification.**

a. **Customer Indemnification.** Customer will defend, indemnify and hold harmless Cyxtera, its Affiliates and each of their respective agents, officers, directors, representatives and employees from and against all Claims, to the extent arising from (i) any use of the Hosted Service other than in accordance with the Documentation and the Schedule Agreement, (ii) a modification to the Hosted Service made or caused by Customer or any other party acting on behalf of Customer, (iii) any Customer Data, (iv) use of the Hosted Service in violation of applicable law or for any other unauthorized purposes, (v) use of the Hosted Service after termination of the Hosted Service Term with respect thereto, (vi) use of the Hosted Service in combination with any hardware, software, application, equipment, technology or material that was not provided by Cyxtera, (vii) Customer's (or any Authorized User's) failure to use any new or corrected version of the Hosted Service made available by Cyxtera to Customer, or (viii) Customer's or any Authorized User's negligence or willful misconduct.

b. **Indemnification Process.** Customer's obligations under this Section 4 are contingent upon the indemnified party (i) providing prompt written notice to Customer of such Claim (provided, however, that any failure or delay in notice shall not affect any of the indemnified party's rights hereunder except to the extent Customer is materially prejudiced thereby), (ii) allowing Customer to control the defense and any related settlement of any such Claim, and (iii) furnishing Customer with reasonable assistance, at Customer's sole cost and expense, in the defense or settlement of any such Claim. The indemnified party shall have the right to participate in the defense of such Claim with counsel of its own choosing at its own expense. Customer shall not enter into any settlement of any such Claim without the prior written consent of the indemnified party (such consent not to be unreasonably withheld, conditioned or delayed) if the indemnified party's rights would be directly and materially impaired thereby. For the avoidance of doubt, any settlement that does not include a full and unconditional release of the indemnified party from any and all liability arising out of the Claim, shall be deemed to directly and materially impair the indemnified party's rights.

c. **Limitation of Liability.** Notwithstanding anything in the Schedule Agreement to the contrary, in no event shall any limitation of liability in the Schedule Agreement apply with respect to Customer's obligations to defend, indemnify and hold harmless indemnified parties in accordance with this Section 4.

5. **Customer Data.** Cyxtera acknowledges that, as between Cyxtera and Customer, Customer owns all right, title and interest,



including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Cyxtera a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Cyxtera to provide the Hosted Services to Customer. Upon expiration or termination of the Hosted Service Term, Customer shall have no further access to any of the Customer Data used in connection with the Hosted Service or any configurations used in connection with the Hosted Service. Cyxtera shall provide any such Customer Data to Customer in Cyxtera's standard database export format upon receipt of Customer's request within thirty (30) days of expiration or termination of the Hosted Service Term. After thirty (30) days following expiration or termination of the Hosted Service Term, if Customer has not requested the return of its Customer Data, Cyxtera shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control.

6. **Modifications to SLAs.** Unless a modification is required by applicable law or industry standard, if Cyxtera modifies an applicable SLA pursuant to the definition of "SLA" in Section 7 ("SLA Change") and Customer believes that its use of a Product is, or its rights or obligations with respect to a Product are, materially and adversely affected by the SLA Change, Customer may, at any time prior to the effective date of such SLA Change, send written notice to Cyxtera indicating such Product(s) and including details sufficient to demonstrate the adverse material affect. With respect to any Products set forth in Customer's written notice that Customer and Cyxtera mutually agree that the SLA Change materially and adversely affects Customer's use of such Products, or Customer's rights or obligations with respect to such Products (the "Affected Products"), Cyxtera may (a) agree to waive the applicability of the SLA Change with respect to the Affected Products, provided, that, any such waiver shall not be made by Cyxtera until the parties execute an amendment to the Schedule Agreement setting forth the terms of such waiver, or (b) decline to waive the applicability of the SLA Change with respect to the Affected Products. In the event

Cyxtera declines to waive the applicability of the SLA Change with respect to the Affected Products, Customer may, within thirty (30) days of receipt of Cyxtera's written notice of Cyxtera's election to do so, terminate the Affected Products by providing written notice of such termination to Cyxtera, with such termination to be effective as of the date set forth in Customer's written notice to Cyxtera, but no later than ninety (90) days from Customer's receipt of such notice from Cyxtera. In the event Customer terminates a Product pursuant to this Section 6, (i) Customer will not be liable for any "Early Termination Charge" in connection with such termination and (ii) Customer will be entitled to a refund of all pre-paid fees with respect to such terminated Product and relating to periods of time following such termination.

7. **Definitions.**

a. "Customer Data" means data, information, material and other content, in any form or medium, that is submitted, posted or otherwise transmitted by or on behalf of Customer or an Authorized User through the Hosted Services.

b. "SLA" means the service level agreement located at <https://www.cyxtera.com/legal/product-and-service-terms-and-conditions/cybersecurity-terms-and-conditions>, if any, applicable to the Hosted Services purchased by Customer under the Schedule Agreement which may be modified by Cyxtera from time to time by posting an updated SLA at such website or a successor website and providing at least thirty (30) days advance notice to Customer. In the event such notice does not specify the date such modification is effective as of, such modification shall be effective thirty (30) days after Customer's receipt of such notice.