



NETWORKS
PLUS

Divisions of Blue Valley Network of Companies

1559 Pony Express Hwy • Home, KS 66438
877.876.1228 • business.bluevalley.net

Cloud Services Addendum

Document 3 of 3

Virtual Cloud Services Addendum

This Virtual Cloud Services Addendum ("Services Addendum") sets forth the specific terms and conditions under which Blue Valley Telecommunications, Inc. d/b/a Networks Plus ("NP") shall supply Virtual Cloud Services to Customer. This Services Addendum is part of that certain Master Service Agreement entered into between NP and Customer. Capitalized terms used but not defined herein shall have the meanings set forth in the Master Service Agreement. The Initial Term length for this Service is set forth on the applicable Purchase Agreement, executed by NP and Customer, making reference to this Virtual Cloud Services.

1.0 Service Description

- 1.1 NP will provide computer and memory resource pool which can be used to deploy Virtual Server(s) including platform, hardware configuration, and operating system software ("OSS"). Customer will procure such Virtual Server(s), install the selected OS on its own devices, and configure the network interface card(s) ("NIC") with an Internet Protocol ("IP") address accessible within the NP Network and the general Internet. NP will place such Virtual Cloud Services resource pool(s) in NP Cloud Services facilities and make such resource pools and facilities available for IP network access via the NP Network and the general Internet. NP shall provide the same level of physical security for the hardware housing the Customer's computer and memory resource pool as it provides for its own computer hardware and resources.
- 1.2 NP will be solely responsible for management, maintenance, and proper functioning of the Virtual Cloud Services resource pool(s) hardware.
- 1.3 Customer must license the OSS that runs on the Customer's Virtual Servers from NP. NP resells selected Microsoft OS and application software licensure under the Microsoft Service Provider Licensing Agreement ("SPLA"). This software is provided at an additional monthly fee for Virtual Cloud Services Customers as indicated on the Pricing Appendix, Purchase Agreement and/or SOW. By using the Service Customer agrees to accept and pay for any increases in the licensing fees that Microsoft assesses on NP for use of this product. Furthermore, Customer agrees to comply with all conditions imposed by the Microsoft SPLA, including, but not limited to the following:
 - 1.4.1 Customer and its end users are prohibited from removing, modifying, or obscuring any copyright, trademark, or other proprietary rights notices that are contained in or on the products;
 - 1.4.2 Customer and its end users are prohibited from reverse engineering, decompiling, or disassembling the products, except to the extent that such activity is expressly permitted by applicable law;
 - 1.4.3 Customer and its end users hereby disclaim, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from customer's use of the products;
 - 1.4.4 Customer and its end users hereby state that Customer or a third party on Customer's behalf (and not Microsoft or NP) will provide technical support for the products;
 - 1.4.5 Customer and its end users shall protect Microsoft's intellectual property rights as required in the SPLA;
 - 1.4.6 Customer and its end users shall permit the disclosures of end user information by Microsoft and NP as required by this SPLA;
 - 1.4.7 Customer and its end users shall not engage in any "No High Risk Use" as set forth in the SPLA; and
 - 1.4.8 Microsoft shall be entitled to enforce on its own behalf the SPLA and the foregoing provisions as applied to Customer and/or its end users
- 1.5 Customer will be solely responsible for obtaining a suitable broadband connection to the NP Network or the Internet, for maintaining the virtual server(s) which it acquires from NP, and for acquiring, licensing, installing, operating, and backing up all applications, software, and data on an ongoing basis. NP will not have access to Customer's application or data unless such access is provided by customer in a separate Purchase Agreement, Service Agreement, or SOW. NP will not be responsible for any lost or corrupted data under any circumstances. Customer shall be solely responsible for securing its Virtual Server, applications, and data from theft, hacking, or other unauthorized access, and for protecting the privacy of its end users and data.

2.0 Optional Services

The following options are not part of the Service provided under this Addendum but may be purchased by Customer at additional charge under a separate Purchase Agreement, Services Agreement, or SOW:

2.1 Virtual Cloud Services Upgrades

NP offers upgrades for a monthly fee of the following types:

- CPU (per GHz)
- RAM (per GB)
- Storage (per GB)

2.2 Managed Computer Support - Premium

NP offers upgraded server management for a monthly fee. Upgraded server management includes:

- Remote Management and Monitoring Service
- Advanced operating system installation support
- Operating system and application post-installation support
- Operating system and application patching

Additionally, remote hands support is available at normal hourly rates

2.3 Managed Backup and Recovery

NP is not responsible or liable for the deletion of or failure to store any customer data and other communications maintained or transmitted through use of the Services. Customer is responsible for properly configuring and using the Service and taking all steps that may be necessary to maintain appropriate security, protection, and backup of its data and other content (which may include the use of encryption technology to protect data from unauthorized access) and for routinely backing up and archiving all Customer data. Log-in credentials and private keys generated by the Service are for Customer's internal use only and Customer may not sell, transfer, or sublicense them to any other entity or person.

NP offers a Managed Backup and Recovery service to Virtual Cloud Services Customers for an additional monthly fee. NP recommends but does not require utilizing this Service for backing up Virtual Service.

2.4 Hosted Storage

NP maintains fiber-attached Storage Area Network (SAN) storage for Customer use on Virtual Cloud Services product. Fiber-attached storage is available in 1GB increments on Fiber Channel Storage arrays at an additional cost and is accessible via Small Computer System Interface (SCSI) driver to the virtual machine.

2.5 Firewall Services

As a normal part of the Service, a virtual firewall is configured inside the environment created for Customer by NP. This firewall is configured for Site-to-Site VPN access by default. Any additional changes to the firewall configuration must be mutually agreed upon between NP and Customer and will become a part of the Statement of Work ("SoW") and may be billable at NP standard rates.

2.6 DNS

NP operates a redundant DNS platform and can provide primary and secondary hosting of DNS records at no additional cost. If this service is ordered by Customer, NP will assist in the registration or modification and migration of domain registration records to NP primary and secondary Domain Name servers.

2.7 Internet Bandwidth

In areas served by NP's network facilities, varying levels of bandwidth may be purchased separately by Virtual Cloud Services customers.

2.8 Additional Cloud Services and Network requirements

At times, Virtual Cloud Services customers require additional infrastructure for their Virtual Servers. These may include, but are not limited to, Ethernet ports, fiber ports, cross connects, cabling, IP Address, and special network configurations. These may or may not be available depending on circumstances and there may be additional costs associated for these items.

3.0 Service Delivery

3.1 General

It is Customer's responsibility to ensure that all of its end users' computers and other hardware are able to connect to Service and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, Customer-owned servers, and operating systems. NP will ensure that each Virtual Server is connected properly to the NP Contrails Network.

3.2 Installation

The availability of Virtual Cloud Services to Customer is dependent on adequate space, power, hardware, and network connectivity within a given NP Cloud Service. NP reserves the right to limit availability of Service to new Customers or

expansion of service to existing Customers due to limitations on space, power, hardware, or network connectivity at NP's Cloud Services.

NP also reserves the right to limit Service availability in the event that necessary service components including, but not limited to, electrical power, cooling capacity, cabling, rackspace, switching/routing/network infrastructure, application software, etc. are either unavailable or unattainable at a reasonable cost to NP.

Except as expressly provided otherwise in the Master Services Agreement, this Addendum or in any Services Agreement Purchase Agreement or SOW, NP will not be responsible for and will not be obligated to provide assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of equipment or software, or integration of equipment or software into Customer's internal network.

3.2.1 Hardware.

Upon procurement of the Service, NP will provision one or more of the following for the Virtual Cloud Services product as required:

- VLAN
- Private IP Network
- Routing required to access Internet

Additional quantity of units above may be available at additional cost. Where units are defined as "per Customer" the sum of units allocated through all other NP services shall count toward total.

NP will be responsible for the maintenance and replacement of all NP-owned equipment used to provide Service. Customer will be responsible for the maintenance and replacement of all Customer-owned equipment. Customer is responsible for all configuration changes to its equipment and for any equipment modifications necessary at the Customer's premises to accommodate the Service as outline herein.

Once the Customer has verified that the Virtual Cloud Services resource pool is available and functioning properly, the Service will be considered active and billing will commence. Creation and maintenance of Virtual Servers is the responsibility of the Customer.

3.2.2 Software.

Customer will install the base OSS licensed through NP for all Virtual Servers. NP will provide media and license keys as necessary for these OSS installations. NP assistance in installing and configuring the OSS may be provided at additional charge pursuant to a separate Services Agreement, Purchase Agreement, or SOW.

Customer-owned or third-party applications may be used on virtual servers created with Virtual Cloud Services, but NP provides no guarantee for functionality or compatibility of such application software with the virtual server OSS provided through NP or with the NP Network. Customer is solely responsible for obtaining all required licensing and copyrights for the intellectual property that it utilizes, posts, hosts, or makes available to others in connection with its use of the Virtual Cloud Services.

3.3 Service Upgrades & Modifications

NP reserved the right to replace Customer Service with equivalent or upgraded Service at any time during contract duration. NP will make an effort to coordinate any such Service change with the Customer prior to such change. If NP is unable to coordinate an acceptable time for a Service change with the Customer NP reserves the right to make such a Service change during a Scheduled Maintenance window.

3.4 Post Termination

NP makes no guarantee of Service availability beyond the termination date.

NP shall not be responsible for and shall not assume any liability for retaining any Customer data after termination date of Service. Customer Data may be deleted on the day of Service termination. NP will not restore, provide on any storage media, or send out any data pertaining to terminated Service, unless specifically noted in a separate Service Agreement. It is Customer's sole responsibility to back up and migrate all data prior to termination of Service. Should Customer desire assistance migrating Customer's data in the event of a termination, NP will make commercially reasonable efforts to assist Customer in such data migration. Such assistance may be ~~is~~ billable at current NP project rates for time and material. By requesting NP assistance in such data migration, Customer further understands and agrees that once such data is migrated, NP will destroy any remaining copies of data or proprietary configurations.

4.0 Service Support

4.1 Authorized Contacts

NP provides reliable and secure managed services by requiring technical support and information requests come only from documented, authorized Customer contacts. Customer shall provide a "contact list" which will contain one (1) Administrative contact, one (1) Billing contact, and may contain up to three (3) Technical contacts per service. Administrative and Technical contacts are authorized to request service changes or information, including the contact name, contact email address and contact phone number for each contact. Requests to change a contact on the list must be submitted by the Administrative contact. Requests to replace the Administrative contact shall be submitted to NP on Customer company letterhead. All requests are verified per procedure below.

4.2 Helpdesk

Customers must contact NP to report service trouble or an outage with NP Technical Support. NP Technical Support will be available seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five (365) per year. NP Technical Support provides support for Virtual Cloud Services, network monitoring, and trouble ticket resolution.

NP Technical Support will accept trouble and outage-related support calls from any customer representative. NP will not perform any requested activity which may cause Service disruption or perform any changes to service unless request is initiated by an Authorized Contact. NP reserves the right to delay response on support tickets opened by anyone other than the Authorized Contact.

4.3 Support Limitations

NP will provide direct support for any aspect of the Service for which it is directly responsible. All other support issues including, but not limited to, support of the environment operating within the Service, end user support, or support of the customer's internal network, will be addressed as a normal service incident and may be billable at NP standard rates.

4.4 Monitoring

Customer must set up monitoring for virtual servers when configuring, installing, and configuring the OSS. NP makes no representation of monitoring at virtual server level but will monitor the resource pool availability at NP Cloud Services. Any computer, virtual or physical, which has a monitoring agent installed will be monitored per the terms of the Assist contract.

4.5 Notifications

NP will notify Customer via electronic mail of potentially service-affecting scheduled maintenance events no less than one week prior to the event. If requested by Customer, NP will notify Customer within one hour of an unscheduled maintenance event or Service outage at a NP Cloud Services that can affect the Customer's Service. Such notification shall be provided via email or SMS notification as elected by Customer. Customer is responsible for providing the correct email addresses or cellular numbers for SMS notifications.

4.6 Maintenance

Customer is responsible for maintaining and updating Authorized Contact list with NP. NP will not be held responsible for maintenance notifications missed due to out-of-date Authorized Contact information.

4.6.1 Scheduled Maintenance

Maintenance window for disruptive work to Service will be limited 12:00 a.m. to 5:00 a.m. Central Daylight Time (CDT), any day with requirement of one (1) calendar week notification to Customer prior to maintenance.

NP will send an email notification of such disruptive maintenance to Service to Authorized Contacts of Customer. Once notification is sent to Customer, this will be considered a "Scheduled Maintenance." Service downtime resulting from Scheduled Maintenance are excluded from all Service Level Agreement standards will NOT entitle Customer to any Service Credits.

4.6.2 Emergency Maintenance

NP reserves the right to perform Emergency Service Maintenance as needed outside the Scheduled Maintenance window, in which case NP will make a reasonable effort to notify the Customer if feasible under the circumstances. Any such maintenance will be considered an "Emergency Maintenance." All Service Level Agreements ("SLAs") will apply during Emergency Maintenance.

4.7 Changes

NP reserves the right to bill Customer for Service changes or reconfigurations requested by Customer that exceed the scope of the managed Service, or for Service changes that NP must undertake due to changes initiated by the Customer such as, but not limited to:

- Customer request to configure Service for their benefit and not specifically tied to delivery of NP service. For example:
 - Turning up a port for customer-managed equipment
 - Activating a feature or function not required for delivery of the Service
 - Enhancing or extending Service for the sole benefit of Customer

4.8 Pricing

4.8.1 Utility Price Changes

In the event that the utility provider for a given Cloud Services enacts changes to the tariffed power or riders associated with a power schedule, NP shall have the right to adjust the amount charged to Customer for power circuits accordingly. Changes in power charges to Customer shall be limited to the same percentage increases as incurred by NP from the utility provider.

4.8.2 Yearly Review

On the anniversary of the Service Activation date, NP may adjust all pricing on a yearly basis to account for changes in maintenance costs, equipment placement, power distribution efficiency, or any other costs. If such changes are to be made, they will be provided, in writing, to the Customer no less than thirty (30) days in advance of the anniversary date.

4.8.3 Tax Increases

If NP is subject to an increase in sales tax, local option tax, or any change that affects the cost of Service delivery, NP may immediately increase the costs to Customers by the same percentage amount as the change to NP.

5.0 Customer Security and Passwords

Customer will be required to maintain complex passwords for its End User Accounts where applicable. For any such passwords, NP will provide a secure URL that any User can access to change passwords. All User passwords are set to a forty-five (45) day password expiration schedule by default.

Customer is responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords, and account information. Customer is solely responsible for all activities that occur under its account and agrees to notify NP immediately of any unauthorized use. NP shall not be responsible for unexpected use of Services whether by ex-employees, compromised User passwords, or for any other misuse of Customer accounts. Customer will be deemed to have taken any action that it permits, assists or facilitates any person or entity to take related to this Agreement. Customer is responsible for its Users' use of its data and of the Services. Customer will ensure that its Users comply with all obligations under this Agreement.

Customer shall be fully responsible for providing to NP at Customer's own expense and in a timely manner the following:

- All security for its Services and systems used or accessible in connection with Service;
- Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service; and
- Designating an Authorized Contact(s) to be the point of contact to interface with NP Technical Support.

5.1 Best Practices and Assumption of Liability

NP will configure the Service to best practices, according to generally-accepted industry standards, including, but not limited to, password complexity, remote access methods, and general security principles, within the specifics of the Statement of Work ("SoW"). Should the customer request changes to the Service, or attendant configuration(s) of the same, which fall outside of the recommendations made by NWP, the Customer assumes all liability for any risks such changes might entail, as well as any incidents which are attributable to the requested changes.

6.0 Service Conditions

Customer will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data, or programs.

Customer understands that NP will make commercially-reasonable efforts to provision Service. However, Customer understands that if a additional service is ordered it may or may not be possible to provision that service augmentation dependent upon service elements that are not in accordance with accepted practices.

Customer will not hold NP liable for any resultant damage or loss due to inability to provide Services outlined herein. This includes but is not limited to electrical issues, loss of cooling, fire, theft, or force majeure.

Customer acknowledges that in the event of a trouble, Customer is responsible for onsite cooperative testing with NP Technical Support to assist in the diagnosis of the trouble.

Customer agrees to be bound by and comply with the most current version of NP's Authorized Use Policy ("AUP") relating to the use of Private Cloud Services as that AUP may be amended from time to time. Terms of the AUP are subject to change without notice. The current version of NP's AUP can be found at: www.networksplus.com/legal. NP will make every effort to notify Customer of any changes in the AUP; however, Customer recognizes and agrees that the Customer bears the responsibility of reviewing current AUP and any non-notification to Customer by NP shall not excuse Customer's responsibility.

7.0 Service Level Agreements and Goals

7.1 General

NP reserves the right to change or discontinue any or all of the SLAs or Service Goals detailed below at any time by providing notice to the Customer.

7.1.1 SLAs

Service Level Agreements (or "SLAs") define availability, performance, and other requirements of Service provisioning and delivery. Remedies for NP not meeting the requirements are also defined. Customer must at all times cooperate with NP in testing, determining, and verifying that a qualifying Service outage has occurred. NP will guarantee that the Service will be available to Customer 95% of the time, excluding outages due to regularly-scheduled maintenance, loss of Internet connectivity by either Customer or NP, and the SLA exclusions set forth below.

7.1.2 Goals

Goals define availability, performance, and other objectives of Service provisioning and delivery. Goals do not include remedies and failure to meet any Service Goal does not entitle Customer to a Service credit.

7.2 SLA Credit Request Process and Limitations

In order to receive any of the SLA credits (specified herein) for Service, an Authorized Contact must immediately notify NP Technical Support of an occurrence within the NP Service that results in the inability of the Customer to access Service ("Service Outage"). A Service Outage does not include an outage that occurs during Scheduled Maintenance.

NP Technical Support will investigate the reported outage and assign a Trouble Ticket number. Once NP determines that the substantiated Service Outage that could qualify Customer for the SLA credit occurred ("Verifiable Trouble Ticket"), then Customer may request a Service Credit within 30 days after the event giving rise to the credit by contacting NP Technical Support and asking for an SLA credit escalation. A Verifiable Trouble Ticket must accompany Customer's request for any SLA credit regarding the Service purchased by Customer. Credits should appear on Customer's bill for the Service within two (2) billing cycles, after such SLA credit has been approved by the NP representative.

7.3 Limitations on SLA Credits

In any calendar year, Customer's aggregated SLA credits may not exceed, for any Service, two (2) months' worth of the monthly Service fee for the affected Service. In any billing month SLA credits may not exceed, for any Service, fifty (50) percent of the monthly Service fee for the affected Service.

For purpose of calculating SLA credits, this monthly Service fee shall mean the monthly recurring charge for such Service, but excluding, in all cases, (i) any monthly recurring fees for the Service features (e.g., domain name hosting or email Service), (ii) all one-time charges, and (iii) at all times excluding the monthly recurring charge attributable to equipment for such Service.

Credits are exclusive of any applicable taxes or fees charged to the Customer or collected by NP.

7.4 SLA Exclusions

7.4.1 Global SLA Exclusions

SLAs do not apply and NP is not responsible for failure to meet an SLA resulting from:

- Misconduct of Customer or Users of Service;
- Failure or deficient performance of power, Equipment, Services, or systems not provided by NP;
- Delay caused or requested by Customer;
- Service interruptions, deficiencies, degradations, or delays due to any access lines, cabling, or equipment provided by third parties;
- Service interruptions, deficiencies, degradations, or delays during any period in which NP or its representatives are not afforded access to the premises where access lines associated with Service are terminated or NP Equipment is located;
- Service interruptions, deficiencies, degradations, or delays during any period when a Service Component is removed from Service for Scheduled Maintenance as defined herein;
- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component;
- Force Majeure conditions such as fire, explosion, lightning, power surges, or failures, strikes, or labor disputes, water, acts of God, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers, or other causes beyond NP's control, whether or not similar to the foregoing;
- Service interruptions, deficiencies, degradations, or delays during any period when a Service component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer staff.
- Service interruptions, deficiencies, degradations or delays caused by any piece of equipment, configuration, routing event or technology not under the control of NP;
- Service interruptions caused by malicious software, hacking, security breaches, denial of service attacks, or other causes not under the control of NP; and
- Failure to adhere to NP recommended configurations on unmanaged equipment.

In addition, Service SLAs do not apply:

- If Customer is entitled to other available credits, compensation, or remedies under Customer's Service Agreement for the same Service interruption, deficiency, degradation, or delay;
- For service interruptions, deficiencies, degradations, or delays not reported by Customer to NP;
- Where Customer reports an SLA failure, but NP does not find any SLA failure;
- When Service is dependent upon other Service with lower SLA;
- If Customer has over 30 day past due balance on any billing or service with NP; and
- After date of Service contract termination.

If Customer elects to use another provider to restore Service during the period of interruption, Customer will be responsible for paying all charges imposed by the other provider and shall not be entitled to seek reimbursement for such charges from NP. NP's sole obligation to Customer shall be the issuance of service credits as set forth on this Addendum.