

CLOUD PEER CONNECT ADDENDUM

1. DESCRIPTION OF CLOUD PEER CONNECT SERVICE. Fidium will provide the Cloud Peer Connect Service (the "**Service**") to you as set forth on your order for the Service under the Agreement or a separate service order for the Service (a "**Service Order**"). Each Service Order will identify the scope of the Service and/or equipment that is the subject of such Service Order.

As a condition to using the Service, you must order Switched Ethernet circuit(s) (each a "**Switched Ethernet Circuit**") from a router at your designated site (the "**Customer Site**") to a third-party cloud peering router at Fidium's designated colocation facility (a "**Port**"). The Service facilitates a virtual cross connect (a "**VXC**") over a third-party provider's network from the Port to your chosen cloud provider (the "**Cloud Provider**"). The third-party provider used by Fidium to provide the Service is referred to in this Addendum as the "**Third-Party Provider**." The applicable Service Order will identify the Customer Site, describe the Switched Ethernet Circuit and Service elements, and list the initial charges (MRCs and NRCs) applicable to the Switched Ethernet Circuit and the Service.

You will initially use the Service to connect with the Cloud Provider as listed in Section 2 below and as identified in the applicable Service Order. You may submit a request to change your Cloud Provider at any time; however, administrative, move/add/change ("**MAC**") and other applicable charges may apply to your request.

2. SERVICE DETAILS. As described above, the Service uses the Switched Ethernet Circuit ordered by you to facilitate a VXC over the Third-Party Provider's network from the Port to your chosen Cloud Provider. Fidium reserves the right to utilize any appropriate Third-Party Provider to provision the Port, the VXC or other Service elements. The Service currently facilitates connectivity with the following Cloud Providers utilizing appropriate Third-Party Providers:

- a. Amazon Web Services Cloud;
- b. Microsoft Azure Cloud;
- c. Google Cloud Platform and Google Apps for Business; and
- d. Oracle Cloud.

However, Fidium also reserves the right to update this list as available Cloud Providers are added or removed by Fidium or its applicable Third-Party Providers.

As with other Ethernet access offerings, this Service can typically be offered in a multitude of speeds; however, some configurations and/or Cloud Providers may require you to subscribe a higher minimum bandwidth. Fidium will furnish a dedicated connection between the Customer Site and the Port, and such connection will be perceived by customer software and the network to be of a dedicated nature and available without the need to dial into an Internet access point.

3. SPECIAL SERVICE TERMS.

3.1 As a condition to Service functionality, you must subscribe to a supported Cloud Provider and set up your own virtual networks, virtual machines ("**VMs**"), and associated services using the applicable Cloud Provider's dashboard. You must have a dedicated, cloud-literate information technology team and/or vendor to manage your network environment and interface to the Cloud Provider. The Service provided by Fidium only consists of the Switched Ethernet Circuit to the Port and the VXC to your Cloud Provider. Fidium assumes no responsibility for managing or addressing issues with your network or the Cloud Provider's dashboard, interface or services.

3.2 All Cloud Providers require a Border Gateway Protocol ("**BGP**") session to exchange routes between the customer equipment at the Customer Site (the "**CPE**") and your virtual router provisioned via the Port. You must provide, install and configure any CPE, software and any other facilities needed to establish these BGP sessions. Without limiting the general disclaimer set forth in subsection 3.1 above, Fidium assumes no responsibility for providing, installing, configuring or managing the facilities needed to establish these BGP sessions. To the extent applicable, Fidium's BGP Routing Policy (available at <https://www.fidiumbusiness.com/business-terms-policies/bgp-routing-policy> and incorporated herein by reference) applies to the Service.

3.3 Different Cloud Providers may require specific routers or other CPE to facilitate peering with the applicable cloud service or to otherwise establish a virtual connection between the Customer Site and the applicable Cloud Provider. You must consult with your Cloud Provider as to what types of CPE, software and other facilities will be needed to facilitate your network/connection with the Cloud Provider over the Service. Without limiting the general disclaimer set forth in subsections 2.1 and 2.2 above, Fidium assumes no responsibility for providing, installing, configuring, or managing the customer- or Cloud Provider-side facilities needed to establish your network/connection with the Cloud Provider over the Service.

3.4 The Service is provided utilizing a Port and VXC provisioned through the Third-Party Provider. You agree to comply with any Third-Party Provider requirements and terms related to the Service and these Service elements, including, without limitation, any end-user terms of use or acceptable use policies established by a Third-Party Provider and applicable to your use of the Service (the "**Third-Party Terms**"). You will configure and use the Services as directed by Fidium to ensure your and Fidium's compliance with the Third-Party Terms and will indemnify and hold Fidium harmless from any claim asserted against Fidium or any of its affiliates arising out of your improper configuration and/or misuse of the Service in a way that is prohibited by Fidium or the Third-Party Terms. You agree and acknowledge that no Third-Party Provider has any obligation or liability to you under this Addendum or otherwise under the Agreement and further acknowledge that Fidium's provision of the Service is in all cases subject to the terms of this Addendum and the Agreement, including, without limitation, the limitations of liability set forth in the Agreement.

3.5 If Fidium provides any equipment or software or other facilities in connection with the Service, the applicable terms set forth in the Agreement, including, without limitation, the disclaimer of warranties, will apply. Additionally, you acknowledge that, regardless of whether Fidium provides equipment, software or other facilities in connection with the Service, Fidium undertakes no responsibility to configure or manage the Service and that you assume all responsibility to configure and manage the Service as needed to establish an operational and secure connection with your Cloud Provider. For clarity and without limitation of the other terms set forth in this Addendum, the terms set forth in this Section will apply regardless of whether Fidium provides equipment, software or other facilities in connection with the Service.

4. SERVICE INITIAL QUANTITY AND COMMITMENTS. Fidium-provided equipment and hardware may be either new or refurbished. For clarity, Fidium does not warrant and expressly disclaims any warranty that equipment and/or hardware provided by Fidium, if any, will be compatible with a Cloud Provider's requirements for network connectivity. You should refer to Section 2 for additional details regarding Service requirements and restrictions.

5. PERFORMANCE STANDARDS. Refer to the Switched Ethernet Performance Specifications in the Switched Ethernet Services Addendum attached to the Agreement for service standards applicable to the Switched Ethernet Circuit. These standards apply to the Switched Ethernet Circuit(s) only and do not cover other Service elements or issues, including outages or other Service-affecting issues occurring on the Third-Party Provider's network. Without limiting the generality of the Switched Ethernet Services Addendum or the Agreement, Fidium is not responsible for actions, inactions or failures that are beyond its reasonable control or for which it is not responsible, including the Third-Party Provider's or Cloud Provider's equipment failures and failures by the Third-Party Provider or Cloud Provider or any other provider with which Fidium or customer interconnects or peers.

6. TERMINATION AND RIGHT TO SUSPEND. In addition to Fidium's rights to suspend or terminate as set forth in the Agreement, Fidium reserves the right to immediately terminate the Service to you in the event Fidium ceases to offer the Service to a discrete customer group (such as customers who require connectivity to a Cloud Provider that is no longer supported) or to customers generally, upon not less than thirty (30) days advance notice.