

# Housing Service Specific Terms and Conditions

These Specific Terms and Conditions and ROOT' General Terms and Conditions shall be interpreted and applied together as a single instrument (the "Agreement"). All definitions contained within these Specific Terms and Conditions shall have the same meaning as those defined in the General Terms and Conditions.

## Article 1. The Service

ROOT shall provide the Customer with servers housing services (the "Housing Services") as described herein insofar as the customer have placed an order for such service pursuant to the General Terms and Conditions.

Under these Specific Terms and Conditions ROOT shall provide the Customer with the following services individually or simultaneously.

### 1.1 Rack Space

ROOT shall grant the Customer a nonexclusive limited license to install, operate, maintain, and repair its servers, computers system, connecting lines and cables (collectively the "Hardware") in a designated area (the "Rack Space") located in a datacenter owned, leased or licensed by ROOT. (the " Datacenter")

In all instances, the Customer must use this license exclusively to connect their Hardware to ROOT Equipment and Network or, if otherwise agreed, to an alternative service provider equipment and network specified in the applicable Order Form. The license granted is only a limited license to use the Rack Space, and to obtain the Services, as applicable, in accordance with the Agreement.

### 1.2 Power Supply

As part of the Housing Services ROOT shall provide the Customer with electrical power within the limits specified in the applicable Order Form. (the "Power Supply")

The Customer expressly acknowledge that the Power Supply is linked to the cooling system and the UPS system, the Customer therefore understand that an over-consumption of electrical power can trigger serious risks for both the Hardware and the Datacenter. The Customer therefore commits to diligently monitor and limit its usage of the Power Supply to abide with the limits of its order selection.

In cases where the Customer exceeds the limits of its Power Supply order selection, ROOT shall be entitled to charge the Customer with additional fees. In addition ROOT shall be entitled to discretionarily upgrade the Customer Power Supply selection in cases where the Customer will have exceeded its current selection limits for a consecutive period of three (3) months.

If the Power Supply interferes with the proper operation of the Hardware, the Customer shall, at its own expense, acquire and where applicable install by themselves any filtering or regulation devices within the Rack Space in order to eliminate the interference.

### 1.3 Datacenter physical services

#### 1.3.1 Cooling System

As part of the Housing Services ROOT shall make the Customer benefit from the cooling system installed and running in the Datacenter where the Rack Space is located.

#### 1.3.2 Security System

As part of the Housing Services ROOT shall make the Customer benefit from the security system implemented in the Datacenter where the Rack Space is located.

ROOT makes no warranty regarding the Datacenter including, without limitation, the suitability of: (a) the Rack Space; (b) Shared Rack Space (as defined below); or (c) the Datacenter premises to be used by the Customer. The Customer may inspect the Rack Space and other space prior to passing their order and must accept them "AS IS" without any need on ROOT' part to provide additional labor or materials.

If the Customer select a Rack Space not within a dedicated cage or cabinet ("Shared Rack Space"), the Customer accept that such Shared Rack Space is not secure from others having access to the Datacenter.

## Article 2. Use of the Service

The Housing Services are expressly limited to use by the Customer. The Customer must notify ROOT within five (5) days of any notices received by the Customer that could adversely affect ROOT including, but not limited to, notices of claims or proceedings that involve the Housing Services. The Customer must promptly notify ROOT of any problems experienced in using the Housing Services.

ROOT shall exercise no control over, and accept no responsibility for, the informational content transiting or hosted via the Housing Services. ROOT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of any information involving the Housing Services shall be at Customer's own risk. ROOT specifically denies any responsibility for the accuracy or quality of information obtained via the Housing Services.

The Customer may not interfere with the use of the Datacenter by ROOT or others, nor may the Customer sublicense the Rack Space or allow third parties to use the Rack Space or the Hardware located in the Datacenter. In addition, Customer may not use the Rack Space as a business location or work site by, but not limited to, housing materials other than the Hardware or using the Datacenter as a postal address to receive mail.

## Article 3. The Customer Hardware

### 3.1 Characteristics

The Customer Hardware must be designed and constructed to prevent electromagnetic and radio frequency signal leakage. Any connection between the Hardware and ROOT Equipment will be in accordance with industry-accepted practices and procedures.

The Customer shall provide all necessary access to the Hardware, information, facilities and authorizations necessary to enable ROOT to fulfill its obligations under the Agreement where appropriate and shall provide such cooperation as ROOT may reasonably require in connection with the Housing Services.

The Customer shall provide ROOT with all user manuals, software and access codes and other documentation necessary for ROOT to provide the Service.

The Customer shall not be permitted to connect the Hardware to, or disconnect it from the Equipment in the Rack Space and more generally in the Datacenter without, in each and every case, the prior written consent of ROOT.

### 3.2 Hardware Grounding

The Customer must ground racks and cabinets not installed by ROOT pursuant to ROOT specifications at a ground source furnished by ROOT. If the Customer fails to acquire proper grounding as specified by ROOT, ROOT may at its sole discretion, and upon notice to the Customer, install the proper grounding at the Customer expense.

### 3.3 Ownership; Risk of Loss

Notwithstanding the Retention Property Clause detailed in the General Terms and Conditions, title to the Customer Hardware will remain in the Customer, as will the risk of loss associated

with such Hardware while in the Datacenter. ROOT will not be liable for any loss of, or damage to, the Hardware situated in the Datacenter unless the loss or damage results exclusively from ROOT' gross negligence or willful misconduct. The Hardware supplied by the Customer must be conspicuously labeled as its own.

### 3.4 Maintenance and Repair

The Customer, at its expense, will maintain and repair the Hardware to avoid damaging ROOT Equipment or the Rack Space or causing injury to ROOT employees or any third party. Under no circumstance will ROOT be responsible for maintaining or repairing the Customer Hardware.

### 3.5 Removal from ROOT Premises

Upon the expiration or termination of the Housing Services, the Customer, subject to the Access Agreement Terms, will remove their Hardware and any other of their property from the Datacenter in a neat and orderly manner and, as necessary, repair any damage caused by such removal. Such removal will be at the Customer own and entire expense. The Hardware or property not removed within sixty (60) days following the expiration or termination of the Housing Services will be removed and disposed of by ROOT at the Customer expense, including costs incurred to repair or restore ROOT Equipment and/or Rack Space. Under no circumstance will ROOT be liable for any loss or damage caused to the Customer Hardware or other property resulting from such removal and storage.

## Article 4. Duration and Termination

### 4.1 Service Start Date

Where applicable, ROOT may provide the Customer with an estimated installation date and lead-time by communicating those on the Order Form or by any other means of notice.

Unless expressly agreed by the Parties and confirmed in written by ROOT, both the installation date and lead-time shall only be provided for informational purposes. Under no circumstances shall ROOT be responsible or liable for any delay in, or modification of the installation date and lead-time.

ROOT shall immediately notify the Customer when the Housing Services are available for the Customer's use. (the "Service Start Date")

### 4.2 Term

The initial term of the Dedicated Server Services shall be set forth in the applicable Order Form but in no event will be less than one (1) month. The Agreement shall be automatically renewed at the same pricing, for the same period and on the same terms and conditions, unless a Party sends a written notification by registered mail (with acknowledgement of receipt) to the other Party at least one (1) month prior to the end of the contractual period currently in process.

### 4.3 Termination and Early-Termination Fees

**4.3.1** Upon cancellation, expiration or termination of the Agreement, the Customer shall return to ROOT, within no more than ten (10) days return, at its expense, any Equipment used or to be used in connection with the Housing Services, as well as any software or other materials provided by ROOT within that scope.

**4.3.2** If the Customer cancels their order prior to the Service Start Date, the Customer shall pay a cancellation fee amounting to one (1) Recurring Fee, plus any applicable service ordering and installation fees.

**4.3.3** If the Agreement is terminated after the Service Start Date for Customer's default, including termination for non-payment, or upon Customer's request for early-termination, Customer shall be required to pay, in addition to all other amounts due and owing ROOT, an

applicable early termination fee equal to: (a) one hundred percent (100%) of the Recurring Fee due for the Housing Services during the remainder of the Initial Term or any Renewal Term, plus (b) all charges associated with the service ordering and installation.

**4.3.4** The Parties agree that ROOT damages in the event of cancellation or early termination are difficult or impossible to ascertain and, therefore, the provisions set forth above are intended to establish liquidated damages and are not intended as a penalty.

## **Article 5. Tariff, Invoicing, Payment**

### **5.1 Recurring Fee**

For the provision of the Housing Services, the Customer shall pay a recurring fee (the «Recurring Fee»). The Recurring Fee is based on the Customer service selection specified in the Order Form.

Notwithstanding the Service selection made, the Customer usage of bandwidth and traffic shall be monitored and diligently controlled to prevent (a) any invoicing of additional fees (b) any consequences that an over usage may have on ROOT' Network.

As such, the Customer understands and accepts that the Customer is and will be solely responsible for all consequences of any over usage that was not expressly approved in writing by ROOT.

The Customer shall control their consumption of bandwidth and traffic and shall inform ROOT in case of planned or expected over usage, no matter the duration or extent of such over usage.

### **5.2 Installation Costs**

The Customer shall pay the installation costs in addition to the Recurring Fee.

### **5.3 Invoicing and Payment**

The Recurring Fee and installation costs are due from the Service Start Date regardless of the Customer readiness or actual use of the Housing Services at that time.

The Recurring Fee shall be charged at least ten (10) days before the anniversary date of the contractual period in course, in advance, and shall be payable within thirty (30) days following the invoice date, unless otherwise provided on the invoice.

The Power Supply consumption shall be charged in advance, based on an estimated consumption of the Customer and adjusted on a monthly basis by comparing the estimated consumption and the actual consumption, or on principle on a monthly basis.

## **Article 6. Access to the Datacenter**

Access of the Customer to the Datacenter shall be exclusively by the applicable access agreement. (the "Access Agreement")

## **Article 7. Limits on use and relocation**

### **7.1 Limits on Use**

ROOT, without liability to the Customer or others, may: (a) limit the use of Rack Space by the Customer when necessary due to causes beyond ROOT' control; (b) suspend any and all Services or use of the Equipment, or both, including, without limitation, the furnishing of Power Supply; and (c) terminate the operation of the Customer Hardware without notice, if ROOT reasonably believes such action is necessary to protect life, property, or both. When practicable, ROOT will notify the Customer promptly of such action and will cooperate with the Customer to return the Hardware to operation.

### **7.2 Hardware Relocation**

ROOT may relocate, or require the relocation of, the Customer Hardware if ROOT reasonably believes that relocation is necessary (a) to protect the Datacenter, (b) due to the closure or relocation of the Datacenter (including but not limited to the termination or expiration of the

Underlying Lease or License), (c) to maximize the efficient use of space within the Datacenter, or (d) to maximize the efficiency of the Cooling System. In such event, ROOT will provide the Customer with reasonable advance notice of the required relocation and will cooperate with the Customer in the relocation effort. The Customer will be responsible for all relocation costs. If the Customer elects not to relocate its Hardware, the Customer may terminate the Agreement, providing that all sums due and owing ROOT are settled up to the time of the termination.

## **Article 8. Reservation of rights, non-exclusivity and underlying lease or license**

### **8.1 Reservation of Rights**

Except for the rights expressly granted under the Agreement, ROOT retain all rights: (a) in any lease, sublease or license under which ROOT occupies the Datacenter ("Underlying Lease or License"); (b) in any ingress or egress rights involving the Datacenter; and (c) the Datacenter, the Rack Space, the Equipment and any property therein, whether or not embedded in or attached to realty. The license granted under the Agreement does not constitute a lease, sublease, assignment or easement of or with respect to real estate and, further, shall give the Customer or any other third party no right of title or ownership in the Datacenter, the Equipment, the Rack Space or any other ROOT property.

### **8.2 Non-exclusivity**

The Customer expressly understand and agree that ROOT may extend the same or similar licenses to other parties to situate their hardware in the Rack Space located in the Datacenter.

### **8.3 Underlying Lease/License**

If the landlord, sub-landlord or licensor of the Datacenter ever consider the Agreement, including these Specific Terms and Conditions to violate an Underlying Lease or License, the Customer and ROOT shall co-operate with one another to amend the Agreement or these Terms and Conditions to render them acceptable to the landlord, sub-landlord or licensor.

## **Article 9. Insurance**

The Customer shall subscribe insurance policies against the risks (in particular: vandalism, theft, fire and deterioration) that may be caused to the Hardware and/or the Rack Space and/or the Datacenter. This insurance shall cover all losses that ROOT may suffer following any act or omission on the part of the Customer, its employees, agents, subcontractors, suppliers, any other person to whom the Customer have given, voluntary or not, access to the Datacenter, and all losses caused by the Customer's Hardware in connection with the Equipment. Such insurance shall be maintained with a reputable insurer and will include a waiver of subrogation in favor of ROOT and the building owner/landlord or underlying lease holder. The Customer will provide certificates of insurance prior to entering the Datacenter and every month on the Agreement anniversary date. The Customer will ensure that all of their agents/contractors entering the Datacenter will maintain the same levels of insurance. Additional insurance requirements may be imposed on the Customer at the discretion of the building owner/landlord or underlying lease holder. All insurance carried by the Customer will be primary and non-contributory with any insurance carried by ROOT or the building owner/landlord or underlying lease holder.

## **Article 10. Subcontractors**

The Customer, with ROOT' prior written consent, may subcontract any portion of work on the Rack Space to any entity competent to perform such work. The Customer's subcontractor will be required to provide evidence to ROOT' reasonable satisfaction that it carry at least the same insurance coverage required of the Customer. In no event will any subcontract relieve the Customer of its obligations or liabilities under the Agreement.