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# Master Services Agreement

THIS MASTER SERVICES AGREEMENT (this “MSA”) between EDC Venture LLC, a Delaware limited liability company, with offices at 3343 Peachtree Rd NE Suite 145 PMB3021 Atlanta, GA 30326 (“EDC”) and \_\_\_\_\_ with offices at \_\_\_\_\_ (“Customer”) is made effective as of \_\_\_\_\_, 202\_\_.

#### ARTICLE 1 – INTRODUCTION

1.1 *General.* This MSA sets forth the terms and conditions of EDC’s delivery and Customer’s receipt of any or all of the Services provided by EDC, including Professional Services. The specific Services to be provided under this MSA are identified in the Order Forms submitted by Customer and accepted by EDC and described in detail in the Order Forms and/or Statements of Work attached to each Order Form. The service levels EDC will provide to Customer for each Service ordered, other than Professional Services, are defined in detail in the Service Level Agreements. Each Service Level Agreement and Order Form submitted, accepted and executed by both parties is hereby incorporated by reference into this MSA. This MSA is intended to cover any and all Services ordered by Customer and provided by EDC. Any terms set forth in this MSA that apply specifically to a Service not ordered by Customer, will not apply to Customer. The “Term” of this MSA shall begin on the date set forth above and terminate when the last Order Form between the parties terminates.

1.2 *Definitions.* Capitalized terms used and not elsewhere defined in this MSA, have the meanings given them in Schedule 1 to this MSA.

1.3 *Applicability.* Each Order Form is only binding upon the EDC Affiliate executing the applicable Order Form governed by this MSA and is not binding on any other EDC Affiliate. In reference to the provision of Services described in an Order Form, as that term is used in this MSA, “EDC” shall mean the EDC Affiliate who is providing the particular Service to Customer and not EDC itself. The EDC Affiliates shall not be deemed jointly and severally liable, nor jointly liable, for any obligations undertaken by one of them pursuant to the MSA or any Order Form. A violation or default by an EDC Affiliate under an Order Form shall not constitute a violation or default under another Order Form. As to the obligations and liabilities of an EDC Affiliate under

an Order Form, Customer’s rights and recourse as to such Order Form shall be to the EDC Affiliate and not EDC.

#### ARTICLE 2 – DELIVERY OF SERVICES AND TERM

##### 2.1 *Delivery of Services.*

(a) *General.* By submitting an Order Form, Customer agrees to take and pay for, and, by accepting the Order Form, EDC agrees to provide, the Services specified on the Order Form during the Initial Term and for any Renewal Term, as specified in Section 2.2(b).

##### 2.2 *Term of Services.*

(a) *Commencement of Initial Term.* The “Term” for each Service will commence on the applicable Service Commencement Date (as defined below, the estimate of such date to be specified in the applicable Order Form) and Customer shall pay for the Services upon the schedule set forth in the Order Form, continuing for the Initial Term as defined in the Order Form.

(b) *Renewal Terms.* Upon the expiration of the Initial Term, the Services will continue automatically for additional terms equal to one (1) year (“Renewal Term”) unless Customer or EDC notifies the other party in writing at least ninety (90) days prior to the end of the Initial Term or a Renewal Term as applicable, that it has elected to terminate such Service, in which case such Service shall terminate at the end of such Term. The termination of any Service will not affect Customer’s obligations to pay for other Services. Except as otherwise expressly provided in this MSA, EDC is obligated to provide, and Customer is obligated to pay, for each Service through the entire Initial Term and any Renewal Term.

#### ARTICLE 3 – PAYMENT TERMS FOR FEES AND EXPENSES

3.1 *Fees and Expenses.* Customer will pay all MRCs, fees and expenses due according to the prices and terms listed in the Order Forms. The prices listed in the Order Forms will be increased by five percent (5%) per annum (the “Annual Increase”) during the Initial Term and any Renewal Term thereof.

**3.2 Payment Terms.** On the Service Commencement Date for each Service, Customer will be billed an amount equal to all non-recurring charges indicated in the Order Form and the MRC for the first month of the Term. MRCs for all other months will be billed in advance of the provision of Services. All other charges for Services received and expenses incurred during a month (e.g., time and materials billing fees, etc.) will be billed at the end of the month in which the Services were provided. Payment for all fees and expenses is due within thirty (30) days of receipt of each EDC invoice. All payments will be made in the United States in U.S. dollars. If not specified in an Order Form, Customer shall reimburse EDC for its power usage plus a PUE factor as measured by a separate meter.

**3.3 Late Payments.** Any payment not received within thirty (30) days of the due date will accrue interest at a rate of eighteen percent (18%) per annum, or the highest rate allowed by applicable Legal Requirement, whichever is lower.

**3.4 Billing Disputes.** If Customer in good faith disputes any non-recurring portion of any EDC invoice, Customer shall submit to EDC, by the due date, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date of the applicable invoice, Customer shall have waived its right to dispute the invoice. EDC and Customer agree to each use commercially reasonable efforts to resolve any dispute within thirty (30) days after EDC receives written notice of a dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to EDC shall be due within ten (10) days of the resolution of the dispute.

**3.5 Taxes.** All fees charged by EDC for Services are exclusive of all regulatory fees, surcharges, taxes and similar fees now in force or enacted in the future imposed on the transaction or the delivery of Services, all of which Customer will be responsible for and will pay in full (or reimburse EDC for), except for franchise taxes and taxes based on EDC's net income.

ARTICLE 4 – CONFIDENTIAL INFORMATION; NON-SOLICITATION; INTELLECTUAL PROPERTY OWNERSHIP

**4.1 Confidential Information.**

(a) *Nondisclosure of Confidential Information.* Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("*Confidential Information*"). Confidential Information means all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, EDC Technology, Customer Technology, and the terms and conditions of this MSA and all documents incorporated by reference into this MSA (including all Order Forms). Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this MSA, nor disclose to any third party (except as required by Legal Requirement or to that party's Affiliates, attorneys, accountants, lenders, potential lenders, financial partners, potential financial partners and other advisors as reasonably necessary), any of the other party's Confidential Information. Each party also agrees that it will take reasonable precautions to protect the confidentiality of the other party's Confidential Information, at least as stringent as it takes to protect its own Confidential Information.

(b) *Exceptions.* Information will not be deemed Confidential Information under this MSA if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this MSA by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential

Information pursuant to the requirements of a governmental agency or by operation of Legal Requirement, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

4.2 *Non-Solicitation.*

(a) Customer agrees that during the Term, and for one year thereafter, Customer and its Affiliates will not directly or indirectly: (a) solicit, induce or encourage any employee (other than clerical employees) or independent contractor to terminate their employment with EDC or any of its Affiliates (each, an “EDC Company”) or to cease rendering services to any EDC Company, and Customer shall not initiate discussions with any such person for any such purpose or authorize or knowingly cooperate with the taking of any such actions by any other person; (b) solicit, recruit, induce for employment or hire (on behalf of Customer or any other person or entity) any employee (other than clerical employees) or independent contractor who has left the employment or other service of an EDC Company (or any predecessor thereof) within one year of the termination of such employee’s or independent contractor’s employment or other service with an EDC Company; or (c) solicit any EDC Company’s customers to lease, purchase or otherwise occupy data center space in the United States of America or encourage any EDC Company’s customers to reduce its patronage of EDC. Nothing contained in this Section 4.2 shall prohibit Customer from hiring any employee or former employee of an EDC Company who either initiates employment discussions with Customer or responds to a general solicitation for employment issued by Customer, in each case as shown by Customer to EDC through written documentation.

4.3 *Intellectual Property.* EDC shall remain the sole owner of and retain all right, title and interest in any service, technical information and/or intellectual property rights (“IPR”) provided to Customer hereunder, including, without limitation, all EDC Technology (defined below). Any EDC Technology will not be work-for-hire and Customer agrees to assign and hereby does assign to EDC all IPR in and to the EDC Technology. In return for payment of all fees and charges, EDC grants to Customer a royalty free,

non-exclusive, non-transferable, non-assignable license to use any IPR provided with the Services hereunder solely for the purpose of receiving such Services. EDC shall be free to provide similar IPR to other parties and shall retain the right to unrestricted use of any data, and any and all related concepts, know-how, techniques or IPR either acquired or developed as a result of this MSA. Customer further agrees to execute and deliver all documents and do all acts that EDC shall deem necessary or desirable to secure to EDC’ right, title and interest in and to such IPR. Customer further agrees to cooperate with EDC as reasonably necessary to maintain or enforce EDC’ rights in the IPR. Customer shall not use any IPR in violation of this MSA nor reverse engineer any IPR.

ARTICLE 5 – EDC REPRESENTATIONS AND WARRANTIES

5.1 *General.*

(a) *Authority and Performance of EDC.* EDC represents and warrants to Customer that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable U.S. Legal Requirements or regulations, including OSHA requirements, or cause a breach of any agreements with any third parties.

5.2 *Service Level Agreement.*

(a) *Service Level Agreement.* Subject to the exceptions set forth in the Service Level Agreement applicable to a specific Service, EDC will provide each Service at or above the service levels defined in the Service Level Agreement provided to Customer (which may be provided to Customer by way of a website link).

(b) *SLA Remedies.* In the event that EDC fails to provide a Service at the level required by the Service Level Agreement, Customer’s only remedies are those set forth in the Service Level Agreement applicable to that Service (the “SLA Remedies”), Customer waiving all other rights and remedies (including those set forth in Article 10 below).

(c) THE SERVICE LEVEL AGREEMENT DOES NOT APPLY TO (I) ANY PROFESSIONAL SERVICES; OR (II) ANY SERVICES THAT EITHER EXPRESSLY EXCLUDE, OR ARE EXPRESSLY NOT SUBJECT TO, THE SERVICE LEVEL AGREEMENTS FOR SUCH SERVICES.

(d) *System Maintenance.* In the event EDC determines that it is necessary to interrupt a Service or that there is a potential for a Service to be interrupted for the performance of system maintenance, EDC will notify Customer ten (10) days prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 A.M. local time). In no event shall interruption for system maintenance constitute a failure of performance by EDC nor a breach of the Service Level Warranty.

5.3 *No Other Warranty.* EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. EDC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EDC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

5.4 *Disclaimer of Actions Caused by or Under the Control of Third Parties.* EDC DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM EDC'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH EDC WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, EDC CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, EDC DISCLAIMS

ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

ARTICLE 6 – *Customer Representations, Warranties and Obligations*

6.1 *Representations and Warranties of Customer.*

(a) *Authority and Performance.* Customer represents and warrants to EDC that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA, and (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable Legal Requirements, regulations or the Acceptable Use Policy or unreasonably interfere with other EDC customers' use of EDC services.

(b) *Breach of Warranties.* In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, EDC will have the right, in its sole discretion, to suspend immediately any related Services if deemed reasonably necessary by EDC to prevent any harm to EDC, its other customers or its business. EDC will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, EDC will promptly restore the Services.

6.2 *Compliance with Legal Requirement, Acceptable Use Policy and Customer Handbook.* Customer agrees that it will use the Services only for lawful purposes and in accordance with this MSA. Customer will comply at all times with all applicable Legal Requirements and regulations, the Acceptable Use Policy and the Customer handbook provided to Customer (which may be provided to Customer by way of a website link). The Acceptable Use Policy and Customer handbook are incorporated into this MSA. EDC may change the Acceptable Use Policy and Customer handbook upon fifteen (15) days' written notice to Customer. In the event that a change to the Acceptable Use Policy materially and adversely impacts Customer use or ability to use Services hereunder, then Customer may terminate the affected Service without liability upon thirty (30) days' written notice to EDC. Customer agrees that it has received, read and understands the current version of the

Acceptable Use Policy. The Acceptable Use Policy contains restrictions on Customers and Customer's users' online conduct (including prohibitions against unsolicited commercial email). Customer agrees to comply with such restrictions in accordance with the Acceptable Use Policy. Customer acknowledges that EDC exercises no control whatsoever over the content of the information passing through Customer's sites and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable Legal Requirements and regulations and the Acceptable Use Policy.

6.3 *Access and Security.* Except with the prior written consent of EDC, Customer's access to the EDC Data Centers will be limited solely to the Representatives which EDC has approved in writing to have such access.

6.4 *Restrictions on Use of Services.* Customer shall not, without the prior written consent of EDC, which consent will not be unreasonably withheld, resell the Services to any third party or allow any third party to use or occupy all or any portion of the Customer Space.

6.5 *Prohibited Activities, Use and Access.*

(a) Customer represents and warrants that neither it nor any of its Affiliates appear on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons and is not otherwise a person to whom EDC may not provide the Customer Space or Services under applicable US, EU, UK or UN sanctions. Customer may not (i) provide access to the Customer Space or Services to any person (including any natural person or government or private entity) that is located or ordinarily resident in, or use the Customer Space or Services for any transactions or other activities that involve, Cuba, Iran, North Korea, Syria, or the Crimea region (including Sevastopol) or any person (including any natural person or government or private entity) that is otherwise targeted by the UN, EU, UK or US economic or financial sanctions; and/or (ii) use the Customer Space or Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles.

(b) Customer confirms that it is not, and shall not become Controlled (individually or in the aggregate) by one or more legal entities or natural persons targeted by the UN, EU, UK, or US economic or financial sanctions (including but not limited to asset freeze measures). If Control (of the Customer changes during the Term of the MSA such that the foregoing representation is no longer accurate, the Customer must promptly notify EDC to enable its compliance with applicable Sanctions Laws and regulations. In case of such change in the Control of Customer, EDC reserves the right to terminate this MSA or suspend its performance under this MSA in order to comply with applicable Sanctions Laws and regulations.

(c) Customer will comply with applicable export/re-export, sanctions, import and customs Legal Requirements and regulations (including U.S. sanctions and export regulations) ("Sanctions Laws"). In addition, Customer will not be listed on, or Controlled by an entity or person which is subject to or located in or organized under the Legal Requirements of a country subject to, U.S. or E.U. embargo. Notwithstanding anything to the contrary in this MSA, EDC reserves the right to terminate this MSA immediately upon written notice to Customer if EDC reasonably determines that Customer is not in compliance with this Section or is causing EDC to be exposed to violations under Sanction Laws.

6.6 *Permitted Use.*

(a) Customer shall use the Customer Space only for placement, use and maintenance of Customer Equipment in accordance with this MSA. Customer shall not store any parts or equipment in the Customer Space other than Customer Equipment which is operational and integral to the use of the business of Customer, unless otherwise authorized by EDC. Customer shall not install any Customer Equipment or other personal property in the Customer Space (including, without limitation, ramps, and aisles therein) that individually or in combination exceeds 250 pounds per square foot, without prior approval of EDC. Customer shall inform EDC of any Customer Equipment and other property anticipated to be housed in the Customer Space, and EDC may require that the Order Form include build-out of reinforced flooring if, in EDC's

reasonable opinion, such Customer Equipment and/or property will exceed the weight limits proscribed herein. Customer shall be responsible for all Customer Equipment, wherever located within or without the EDC Data Center, and in no circumstance shall a bailment be created between Customer and EDC.

(b) Customer shall provide, at its sole cost and expense, all Customer Equipment. Except as otherwise agreed to pursuant to an Order Form, Customer shall be solely responsible for installation, removal, operation, replacement, maintenance, configuration, connection, inter-connection, and all other support in connection with (a) all Customer Equipment to be used by Customer in the Customer Space, and (b) all telecommunications, data, Internet and power cabling or lines and connections from the point such cabling, lines or connections enters the Customer Space.

(c) Customer will maintain the interior, non-structural portion of the Customer Space, excluding HVAC and other building systems, in good order, condition and repair.

ARTICLE 7 – INSURANCE

*7.1 EDC Minimum Levels.* EDC agrees to keep in full force and effect during the Term of this MSA: (i) commercial general liability insurance in an amount not less than \$2 million per occurrence for bodily injury and property damage, and (ii) workers' compensation insurance in an amount not less than that required by applicable Legal Requirements. EDC agrees that it will ensure and be solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage at levels no less than those required by applicable Legal Requirements and customary in EDC's and its agents' industries.

*7.2 Customer Minimum Levels.* Customer agrees to keep in full force and effect during the Term of this MSA: (i) commercial general liability insurance in an amount not less than \$2 million per occurrence for bodily injury and property damage, (ii) full replacement cost insurance of the Customer Equipment and any other personal property of Customer located in, or used in, the Customer Space, (iii) workers' compensation insurance in an amount not less than that

required by applicable Legal Requirements, and (iv) umbrella coverage of at least \$5 million. Customer agrees that it will ensure and be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain insurance coverage at levels no less than those required by applicable Legal Requirements and customary in Customer's and its agents' industries.

*7.3 Certificates of Insurance; Naming EDC as an Additional Insured.* Prior to any access of the EDC Data Centers by any Representative or other agent or employee of Customer, Customer will (i) deliver to EDC certificates of insurance which evidence the minimum levels of insurance set forth above; and (ii) cause its insurance providers to name EDC as an additional insured and notify EDC in writing of the effective date thereof.

ARTICLE 8 – LIMITATIONS OF LIABILITY

*8.1 Personal Injury.* EACH REPRESENTATIVE AND ANY OTHER PERSON VISITING AN EDC DATA CENTER DOES SO AT ITS OWN RISK. NEITHER PARTY ASSUMES LIABILITY WHATSOEVER FOR ANY HARM TO SUCH PERSONS RESULTING FROM ANY CAUSE OTHER THAN THE PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

*8.2 Consequential Damages Waiver.* EXCEPT FOR A BREACH OF SECTION 4.1 ("CONFIDENTIAL INFORMATION") OF THIS MSA OR TO THE EXTENT AWARDED TO A THIRD PARTY IN CONNECTION WITH CLAIM FOR WHICH A PARTY IS REQUIRED TO PROVIDE INDEMNIFICATION PURSUANT TO SECTION 9.1, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH

CAUSE OF ACTION MAY BE ASSERTED AGAINST EDC.

8.3 *Cap on Actual Damages.* EXCEPT FOR A BREACH OF SECTION 4.1 OF THIS MSA OR TO THE EXTENT AWARDED TO A THIRD PARTY IN CONNECTION WITH CLAIM FOR WHICH A PARTY IS REQUIRED TO PROVIDE INDEMNIFICATION PURSUANT TO SECTION 9.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY ACTUAL DAMAGES IN EXCESS OF THE SUM OF AN AMOUNT EQUAL TO ONE (1) YEARS' WORTH OF MRC (AT THE TIME SUCH SUM IS CALCULATED) PLUS SUCH PARTY'S INSURANCE LIMIT AS MANDATED UNDER THIS MSA, PROVIDED THAT THIS CAP IS NOT APPLICABLE TO CUSTOMER'S OBLIGATION TO PAY THE ENTIRE MRC DUE UNDER THIS MSA AND ALL RELATED ORDER FORMS.

ARTICLE 9 – INDEMNIFICATION

9.1 *Indemnification.* Each party will indemnify, defend and hold the other and the other's Affiliates who have signed related Order Forms harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other or its Affiliates alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); (ii) tangible property damage or personal injury or death caused by the negligence or willful misconduct of the other party; and (iii) any violation of or failure to comply with the Acceptable Use Policy. Customer will further indemnify, defend and hold EDC and its Affiliates harmless from and against any and all Losses resulting from or arising out of (a) any Action brought against EDC related to Customer's breach of this MSA or any Order Form, exhibit, schedule, or addendum hereto, or (b) any damage or destruction to the EDC Data Centers, EDC equipment or other customers' equipment caused by the negligence or willful misconduct of Customer, its Representatives or designees.

9.2 *Notice.* Each party's indemnification obligations under this MSA in connection with any

third-party Action shall be subject to (i) receiving prompt written notice of the existence of any such Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of such Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

ARTICLE 10 – TERMINATION

10.1 *Termination by Customer for Cause.* Except for Services covered by the Service Level Agreement which have their own SLA Remedies in the Service Level Agreement, if EDC fails to perform any particular Service under this MSA that is not covered by the Service Level Agreement and does not remedy such failure within thirty (30) days following written notice from Customer, Customer may terminate such Service without any further obligation to EDC except for the payment of accrued but unpaid charges. If EDC is unable to provide a Service for ninety (90) consecutive days due to a Force Majeure event, Customer may thereafter terminate the affected Service without liability by providing notice to EDC prior to the date such Force Majeure event no longer exists.

10.2 *Termination by EDC.* EDC may terminate this MSA or any Service with no further liability if (i) Customer fails to make payment as required under this MSA and such failure is uncorrected for ten (10) calendar days following written notice from EDC, or (ii) Customer fails to perform any other material obligation under this MSA and does not remedy such failure within thirty (30) days following written notice from EDC (hereinafter collectively referred to as "Customer Default"). In the event of a Customer Default, EDC shall have the right to: (a) suspend Service and deny access to Customer; (b) cease processing or accepting orders for Service; and/or (c) terminate this MSA or any Service. If EDC terminates this MSA due to a Customer Default, Customer shall remain liable for all charges outlined in Section 10.2 above. Customer agrees to pay EDC's expenses (including attorney and collection agency fees) incurred in enforcing EDC's rights in the event of a Customer Default. It is the express intent and understanding of the parties that, this MSA and Order Forms hereunder being one integrated agreement and not separate, severable contracts, Customer's rights to early

termination of any Service is not a right to “reject”, on an individual basis, any Service or any Order Form pursuant to federal bankruptcy Legal Requirements. Upon the effective date of termination of this MSA (x) EDC will immediately cease providing Services and Customer’s License shall terminate and EDC shall not be responsible for any loss of access or data as result of such cessation of Services; (y) any payment obligations of Customer under this MSA for Customer Space or Services provided through the date of termination and remaining through any remaining Term will immediately become due and payable; and (z) within ten (10) days of such termination Customer shall: (A) remove from the EDC Data Center(s) all Customer Equipment and any other Customer property located at the EDC Data Center(s) (but only upon receipt of all sums due under (y)); (B) make available all EDC Provided Equipment to an authorized representative of EDC; and (C) return the Customer Space to EDC in the same condition as existed on the Service Commencement Date, normal wear and tear excepted. If Customer does not remit the sums payable under (y) and/or does not remove the Customer Equipment and its other property as provided in (z), EDC will have the right to do one or more of the following, without further notice, without liability therefor, and without prejudice to any other available remedies: (1) re-claim the Customer Space, remove all property therefrom and re-license the Customer Space; (2) move all such Customer property to secure storage and charge Customer for the cost of such removal and storage; and (3) liquidate the Customer Equipment and other property in accordance with applicable Legal Requirements, applying all proceeds first to the cost of such liquidation, then to all payment obligations due hereunder, and the balance thereof, if any, shall be paid to Customer.

**10.3 Termination on Expiration of all Services.** Either party may terminate this MSA, effective as of the date specified in written notice of termination provided to the other party, if all Services have been terminated in accordance with the procedures in Section 2.2(b) or if no Order Forms are in effect.

**10.4 Hold-over Customer.** If Customer continues to use any Customer Space or Service after the expiration or earlier termination of the

Term for such Customer Space or Service, then Customer shall remain subject to the terms and conditions of this MSA and the MRC and usage charges during such hold-over period shall increase to one hundred and fifty percent (150%) of the MRC and usage charges for the last full month before expiration or earlier termination of the Term. During such hold-over period, this MSA becomes a month-to-month MSA and can be terminated on thirty (30) days’ notice by either party.

**10.5 No Liability for Termination.** Neither party will be liable to the other for any termination or expiration of any Service or this MSA in accordance with its terms.

**10.6 Effect of MSA Termination.** Upon the effective date of termination of this MSA:

(a) EDC will immediately cease providing the Services;

(b) any and all payment obligations of Customer under this MSA for Services through any applicable term will immediately become due and payable;

(c) within ten (10) days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and

(d) Customer will pay to EDC all expenses incurred by EDC to return Customers’ Confidential Information, including, but not limited to, labor costs and the cost of storage media.

**10.7 Survival.** The following provisions will survive any expiration or termination of this MSA: Articles 3, 8, 9, 10 and 11 (excluding Section 11.2) and Sections 4.1, 4.2, 5.2 and 5.4.

**10.8 Suspension of Services.** In the event of an emergency or when necessary to comply with Legal Requirements, EDC may temporarily suspend Services until such emergency has passed or Legal Requirement compliance has been achieved and any lack of Service during such

time period shall not be an outage under the Service Level Agreement nor give rise to any liability claims against EDC.

#### ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1 *Force Majeure.* Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this MSA or the Service Level Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, non-routine maintenance, acts of God, earthquake, flood, embargo, riot, sabotage, supply chain delays, delays caused by utility providers, labor shortage or dispute, governmental act or inaction or failure of the Internet (each a “*Force Majeure Event*”), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

11.2 *Relocation of Customer Equipment or Customer Space.* Upon no less than thirty (30) days’ prior notice from EDC to Customer, EDC may relocate the Customer Equipment or Customer Space to another area in the EDC Data Center or another similar data center owned by EDC and the parties will cooperate in good faith with each other to facilitate such relocation. EDC shall be solely responsible for the reasonable costs incurred by Customer in connection with any such relocation. Relocation made by EDC at the request of Customer, will be at the sole expense of Customer. EDC will use commercially reasonable efforts to minimize and avoid any interruption in Services during such relocation.

11.3 *Change of Circumstance.* Commencing on the first anniversary of the first Service Commencement Date of each Order Form and each anniversary thereafter, EDC will increase Customer’s rates and/or recover costs previously paid to the extent of the following: (a) any change in applicable Legal Requirement, or a tariff or tax impacts EDC which increases EDC’s costs and/or taxes materially; (b) if Customer is not contracted for metered power and EDC’s electric utility costs under any Order Form exceed the Annual Increase. Commencing on the first anniversary of the first Service Commencement Date of each Order Form and each anniversary thereafter, EDC may increase Customer’s rates and/or recover

costs previously paid if there is a material increase in costs (only to the extent not addressed in (a) or (b) above) that impacts the delivery of the Customer Space or Services by ten percent (10%) or more during the prior twelve (12) month period.

11.4 *No Lease.* This MSA is a services agreement and is not intended to and will not constitute a lease of any real property. Customer acknowledges and agrees that (i) to the extent a Service to be provided to Customer includes the use or occupancy of Customer Space, it has been granted only a license to use the Customer Space in accordance with this MSA; (ii) Customer has not been granted any real property interest (including no leasehold interest) in any EDC Data Center; and (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant Legal Requirements, regulations, or ordinances.

11.5 *Marketing.* During the Term of this MSA EDC shall not publicly refer to Customer orally or in writing without the prior written consent of Customer, however, Customer agrees that EDC may refer to Customer in communications with EDC’s bankers, accountants, lenders, investors and other service providers to the extent reasonably necessary. Without the consent of the other party, neither party shall issue any publication relating to this MSA, except as may be required by Legal Requirement. Notwithstanding the foregoing, either party may publicly refer to the other, orally and in writing, as a Customer/licensee or service provider/licensor of the other, as applicable, and EDC may utilize Customer’s logo and/or domain name at its website (www.\_\_\_\_\_) which may include a link from the EDC website to Customer’s website.

11.6 *No Third Party Beneficiaries.* EDC and Customer agree that, except as otherwise expressly provided in this MSA, there shall be no third party beneficiaries to this MSA, including but not limited to the insurance providers for either party or the customers of Customer.

11.7 *Governing Legal Requirements; Dispute Resolution.* This MSA and the rights and obligations of the parties created hereby will be governed by and construed in accordance with the internal Legal Requirements of the State of Delaware without regard to its conflict of law rules

and specifically excluding from application to this MSA that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this MSA.

11.8 *Severability*. In the event any provision of this MSA is held by a tribunal of competent jurisdiction to be contrary to any Legal Requirement, the remaining provisions of this MSA will remain in full force and effect.

11.9 *Waiver*. The waiver of any breach or default of this MSA, or the failure to exercise any right provided for in this MSA, will not constitute a waiver of any subsequent breach, default or right, and will not act to amend or negate the rights of the waiving or non-exercising party.

11.10 *Assignment*. With prior notice to EDC, Customer may assign this MSA in whole (but not in part) to an Affiliate provided that the Customer shall remain liable under this MSA and all related Order Forms. Customer may not otherwise assign its rights or delegate its duties under this MSA either in whole or in part without the prior written consent of EDC (which consent may be withheld by EDC in its sole and absolute discretion), and any attempted assignment or delegation without such consent will be void. EDC may assign this MSA in whole or part (e.g., EDC may partially assign this MSA in connection with a sale of an EDC Data Center) and be released from liability upon such assignment. EDC also may delegate the performance of certain Services to third parties, including EDC's Affiliates. This MSA will bind and inure to the benefit of each party's successors and permitted assigns.

11.11 *Estoppel Certificate*. Customer shall, within ten (10) days' prior written notice from EDC, deliver to EDC a signed statement prepared by EDC certifying the following information (but not limited to the following information in the event further information is reasonably required by EDC): (i) that this MSA is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this MSA, as modified is in full force and effect); (ii) the dates to which the fees and other charges due under this MSA are paid in advance, if any; (iii) the amount of Customer's security deposit, if any; and

(iv) to Customer's knowledge there are not any uncured defaults or breaches on the part of EDC under this MSA (including, without limitation, all Addendum, Exhibits and Order Forms), and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default or breach on the part of EDC under this MSA (including, without limitation, all Addendum, Exhibits and Order Forms), or specifying such defaults events or conditions, if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by a prospective purchaser or encumbrance of all or any portion of the EDC Data Center. Customer's failure to deliver such statement within such ten (10) day period shall, constitute an admission by Customer that all statements there are true and correct.

11.12 *Subordination*. Customer accepts this MSA subject and subordinate to any mortgage, deed of trust, deed to secure debt, ground lease or master lease of EDC, whether now existing or hereafter granted, and to any renewals, modifications, consolidation, refinancing and extensions thereof. It is understood that EDC's interest in the Customer Space and EDC Data Center may be that of a lessee or a ground lessee, rather than owner. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this MSA; provided, however, Customer shall, within ten (10) days after EDC's written request therefore, execute, acknowledge and deliver any documents reasonably requested by EDC to assure the subordination of this MSA to any of the same. Notwithstanding the foregoing, if the lessor under any such lease or the holder of any such mortgage, deed of trust, or deed to secure debt advises EDC that they desire to require this MSA to be prior and superior thereto, upon written request of EDC to Customer, Customer agrees to promptly execute, acknowledge and deliver any documents which EDC or such lessor, holder or holders reasonably deem necessary for purposes thereof.

11.13 *Notice*. Any notice or communication required or permitted to be given under this MSA may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the

receiving party as listed on the Order Form or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, or sent, whichever is earlier.

11.14 *Third Party Beneficiaries.* The provisions of this MSA and the rights and obligations created hereunder are intended for the sole benefit of EDC and Customer, and do not create any right, claim or benefit on the part of any person not a party to this MSA. The parties do not intend any provision of this MSA to be enforceable by or to benefit any third party.

11.15 *Relationship of Parties.* EDC and Customer are independent contractors and this MSA will not establish any relationship of partnership, joint venture, employment, franchise or agency between EDC and Customer. Neither EDC nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this MSA.

11.16 *Article and Section Headings; Pronouns; Plural and Singular.* The article and section headings in this MSA are for reference purposes only and shall not affect the meaning or interpretation of this MSA. References in this MSA to a designated "Article" or "Section" refer to an Article or Section of this MSA unless otherwise specifically indicated. All pronouns used in this MSA shall be construed as including both genders and the neuter. All capitalized defined terms used

in this MSA are equally applicable to their singular and plural forms.

11.17 *Entire Agreement.* This MSA, including schedules and all documents incorporated into this MSA by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all of the prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter of this MSA.

11.18 *Counterparts and Originals.* This MSA may be executed in counterparts, which together shall constitute a single agreement. Delivery by DocuSign electronic mail transmission of a signed counterpart of this MSA shall be effective as delivery of a manually signed counterpart. Once signed, any reproduction of this MSA made by reliable means (e.g., photocopy) is considered an original.

11.19 *Amendments.* This MSA may be amended or changed only by a written document signed by authorized representatives of EDC and Customer in accordance with this Section 11.19.

11.20 *Interpretation of Conflicting Terms.* In the event of a conflict between or among the terms in this MSA, the Service Level Agreements, the Order Forms, Statements of Work and any other document made a part hereof, the documents shall control in the following order: the Order Form with the latest date, Statements of Work, the Service Level Agreements, this MSA and other documents.

Authorized representatives of Customer and EDC have read the foregoing Master Services Agreement and all documents incorporated into the Master Services Agreement and agree and accept such terms effective as of the date first referenced above.

**CUSTOMER:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EDC VENTURE LLC:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This Master Services Agreement incorporates the following documents when applicable:

- Order Forms
- Service Level Agreements
- Statements of Work
- Schedules
- Colocation Addendum

## EDC VENTURE LLC

### MASTER SERVICES AGREEMENT SCHEDULE 1—DEFINITIONS

The following defined terms are equally applicable in their singular and plural forms:

(a) “Acceptable Use Policy” means the EDC Acceptable Use Policy governing Customer’s use of Services, including, but not limited to, online conduct, and the obligations of Customer and its Representatives in the EDC Data Centers.

(b) “Affiliates” means any entity who Controls, is Controlled by or is under common Control of another entity.

(c) “Control” means the right to direct management or policies, by ownership of voting securities, by contract or otherwise.

(d) “Customer Equipment” means all personal property, equipment, computer servers, cabling, fiber, switchgear, ladder racking, software and all other computer hosting, telecommunications, Internet access and related equipment that Customer deems necessary or desirable for Customer’s use of the Customer Space as permitted by this MSA.

(e) “Customer Registration Form” means the list that contains the names and contact information (e.g. pager, email and telephone numbers) of Customer and the individuals authorized by Customer to enter the EDC Data Centers, as delivered by Customer to EDC and amended in writing from time to time by Customer.

(f) “Customer Space” means the space EDC licenses to Customer as described in the Order Form.

(g) “Customer Technology” means Customer’s proprietary technology, including Customer’s Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed during the Term of this MSA by Customer.

(h) “EDC Data Center” means any of the facilities used by EDC or its subsidiaries to provide the Services.

(i) “EDC Technology” means EDC’s proprietary technology, including EDC Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by EDC or licensed to EDC from a third party) and also including any derivatives, improvements, enhancements or extensions of EDC Technology conceived, reduced to practice, or developed during the term of this MSA by either party that are not uniquely applicable to Customer or that have general applicability in the art.

(j) “Initial Term” means the minimum term for which EDC will provide the Services to Customer, as indicated on the Order Forms, including any extensions of the Initial Term set forth in an Order Form which was timely and properly exercised by the Customer.

(k) “Legal Requirements” means any applicable law, rule, regulation or code.

(l) “MRC” means the monthly recurring charge that Customer pays EDC for a Service.

(m) “Order Form” means any of the forms specifying the Services, and the term and prices of such Services, to be provided by EDC to Customer that are submitted by Customer and accepted by EDC.

(n) “Professional Services” means any professional or consulting service provided by EDC to Customer as more fully described in a Statement of Work appended to an Order Form.

(o) “Renewal Term” means any service term following the Initial Term, as specified in Section 2.2(b) of the MSA.

(p) “Representatives” mean the individuals identified in writing to EDC on the Customer Registration Form, authorized by Customer to enter the EDC Data Centers and approved by EDC.

(q) “Service Commencement Date” means the date a Service is first made available to Customer for use and Customer has not, within five (5) business days of such delivery, notified EDC of its non-acceptance of the Service for reasons not caused by Customer (including Customer’s subcontractors and/or other third parties contracted for by Customer).

(r) "Service Level Agreement" is the detailed definition of service levels that EDC will provide to Customer for a specific Service.

(s) "Services" means the specific services provided by EDC as described on the Order Forms. Services may include those described on the attached Exhibit of Additional Services.

(t) "Statement of Work" means the detailed descriptions of the Professional Services attached to Order Forms.

(u) "Term" means the Initial Term, any extension of the Initial Term set forth in the Order Form and any Renewal Term.

(v) The terms "written" and "in writing" mean anything reduced to a tangible form by a party, including a printed, photocopy, electronic, or handwritten document.