

## DDOS PROTECTION SERVICES

### SERVICES DESCRIPTION AND TERMS AND CONDITIONS

#### PART I - GENERAL

##### Service Agreement

1. This Services Description and Terms and Conditions for DDoS Protection Services (the "**Service Provisions**") constitute part of any agreement (the "**Agreement**") between HCE Telecom Inc. (the "**Supplier**") and the Customer identified in the Agreement (the "**Customer**") which expressly incorporates by reference these Service Provisions. These Service Provisions, the General Commercial Terms and Conditions of the Supplier (which may be accessed by the Customer at [www.hce.net/legal](http://www.hce.net/legal)) and any other Terms and Conditions, Policies, Service Descriptions and other provisions expressly incorporated by these Service Provisions and the Agreement collectively constitute the "**Terms and Conditions**". The Agreement and all Terms and Conditions collectively constitute the "**Service Agreement**". In the event of a conflict between the provisions of these Service Provisions and any other of the Terms and Conditions, these Service Provisions shall prevail and govern. By its execution of the Agreement: (i) the Customer confirms that the Customer has read and agrees to all of the Terms and Conditions; and (ii) the Customer agrees to, acknowledges, confirms, and accepts all agreements, acknowledgements, confirmations and acceptances of the Customer expressed herein.

##### Application of Terms and Conditions

2. These Service Provisions provide a description of, and the terms and conditions that relate specifically to, the particular "Services" (as defined herein) being provided by the Supplier to the Customer. These Service Provisions together with the other parts of the Service Agreement comprise the entire basis and agreement upon which the Services are provided by the Supplier to the Customer.

##### Definitions

3. "**Services**" means those services for the detection and mitigation of distributed denial-of-service ("**DDoS**") attack traffic provided by and through, and as from time to time defined by, the Supplier's third party contractor (the "**DDoS Host**") provided over the Supplier's network infrastructure. The Services are inline and always-on that continuously monitor traffic and filter known malicious activity in real time, allowing legitimate traffic to pass through to the Customer. .

##### Definitions in Service Agreement

4. Terms used and not defined herein shall have the meanings given thereto elsewhere in the Service Agreement.

#### PART II –Services

##### Services Attributes

5. The attributes of the Services shall be the attributes provided by the Supplier under the Service Agreement and by the DDoS Host under the Host's Service Description at any particular time, which attributes the Supplier and the DDoS Host may change from time to time. The Host's Service Description is posted on the Supplier's website and may be accessed by the Customer at [www.hce.net/legal](http://www.hce.net/legal). The Customer confirms that the Customer has read all of the Terms and Conditions and the Host's Service Description and agrees to all parts of the Service Agreement constituted as provided for herein. The Supplier shall inform the Customer of any changes to the attributes of the Services that may occur from time to time.

##### Intention of Services

6. The Services are intended for, and are restricted to, the detection and mitigation of volumetric DDoS attacks targeting the Customer's protected IP addresses up to the Customer's protection capacity subscribed for in the Agreement and may not be used otherwise which, without restricting generality, includes not being used for protection against attacks targeting unprotected IP addresses, protection from non-DDoS related security incidents (including ransomware, intrusion, data theft, or unauthorized access), or for any purpose requiring guarantee of complete or continuous protection during large-scale or evolving attack scenarios.

##### Provision of Services

7. The Supplier will use commercially reasonable efforts to provide the Services to the Customer in accordance with the Services Agreement. Notwithstanding this, inasmuch as the Services are in part provided by the DDoS Host, the Services are provided "as is" and "as available" and without any warranty or representations whatsoever by the Supplier or the DDoS Host to the Customer, express or implied. Specifically, the Supplier does not provide, warrant or guarantee: (i) error-free, uninterrupted or complete protection from DDoS attacks; (ii) that malicious traffic will be detected and mitigated in all circumstances or within a specific timeframe; (iii) that legitimate traffic will not be affected during mitigation activities; (iv) that the Customer's services will remain available during all attack scenarios; (v) protection against attacks targeting IP addresses that are not provided protection under the Agreement or external third party networks; (vi) protection from non-DDoS related security incidents (for example ransomware, intrusion, data theft or unauthorized access); or (vii) complete or continuous protection during large-scale or evolving scenarios. The Customer acknowledges that no DDoS protection service can guarantee complete mitigation of all types of attacks. The Supplier shall not be liable for any

indirect, consequential, incidental, punitive, or special damages of the Customer, including loss of revenue, data, or business. The Supplier is not responsible for degradation or interruption of the Services due to any reason whatsoever, including mechanical or technical failure, attacks exceeding subscribed capacity, or the unpredictable nature of DDoS attacks. The Customer will not be entitled to any refund or other compensation whatsoever for any degradation or interruption of the Services except as expressly provided for herein.

#### **Network Protection and Blackholing**

8. The Supplier reserves the right, at its sole discretion, to implement protective network measures, including temporary null-routing ("**blackholing**") or withdrawal of route advertisements for traffic destined for the Customer's IP address ranges, in order to safeguard the overall stability and integrity of the Supplier's network and that of its upstream providers. Such measures may be applied when: (i) an attack exceeds the protection capacity subscribed for by the Customer in the Agreement; or (ii) the event threatens to degrade service for other customers or partners of the Supplier. During these events, affected traffic may be temporarily dropped until the attack subsides or mitigation becomes technically feasible. The Supplier shall not be liable for any resulting loss of connectivity, performance degradation, or business impact resulting from such protective measures.

#### **Termination Rights**

9. The Supplier may, without payment or penalty, discontinue provision of the Services and terminate the Agreement upon thirty (30) days' written notice to the Customer. The Customer may discontinue the provision to it of the Services and terminate the Agreement upon thirty (30) days' written notice to the Customer whereupon the Customer shall be obligated to, and shall, pay the Supplier all amounts not then paid by the Customer to the Supplier under the Agreement, including all unpaid monthly recurring payments due until the end of the length of the Term provided for in the Agreement.

### **PART III – THE CUSTOMER**

#### **Customer's Obligations, Generally**

10. The Customer shall be solely responsible for the provision and maintenance of all equipment, configurations, and security controls under the Customer's control necessary to access and operate in conjunction with the Services except any equipment provided by or through the Supplier pursuant and subject to the Service Agreement.

#### **Customer Cooperation**

11. The Customer shall cooperate with the Supplier's Network Operations Centre during mitigation events and to maintain accurate and current contact information for technical notifications with the Supplier at all times. The Customer shall ensure that equipment, configurations, and security controls

under the Customer's control are properly maintained. Failure to comply with these responsibilities may delay mitigation efforts or result in suspension of Services. The Supplier may terminate the Service Agreement with respect to the provision by the Supplier to the Customer of Services immediately upon notice to the Customer should the Customer fail to cooperate with mitigation activities or maintain current contact information as reasonably required by the Supplier.

#### **Supplier Not Liable to Third Parties or for Impacts Due to DDoS Attacks or Protective Measures**

12. The Supplier shall not be liable to pay or otherwise responsible for howsoever, and the Customer shall pay and fully indemnify the Supplier with respect to: (i) any and all liability to third parties incurred through or in relation to DDoS attacks targeting the Customer's IP addresses or the operation of the Services; (ii) any and all losses, damages, or impacts to the Customer's business, revenue, data, or operations resulting from DDoS attacks, the mitigation activities undertaken by the Supplier, or the implementation of protective network measures including blackholing or withdrawal of route advertisements as described in section 10 herein; and (iii) any and all charges to the Customer, a third party or the Supplier howsoever incurred through or in relation to DDoS attacks or the operation of the Services.

### **PART IV – SERVICE LEVELS**

#### **Mean Time to Restore Services**

13. The objective of the Supplier is to have a mean time to restore ("**MTTR**") an interruption of the Services: (i) related to the Supplier's electronics and systems, of four hours; and, (ii) related to other equipment and physical cable plant of the Supplier, of eight hours. While the Supplier will use commercially reasonable efforts to achieve such objective, the Supplier shall not have any liability for failing to achieve such objective except for the provision of SLA Credits in applicable circumstances in accordance with other provisions of these Service Provisions.

#### **Service Level Agreement & SLA Credits**

14. In the event, and in each event, that Interruption Time in relation to the Services exceeds forty-five (45) minutes then, if and only if requested in writing by the Customer within ten days of the end of the calendar month in which the Interruption occurred, on the next invoice by the Supplier to the Customer, the Customer shall be credited with an "**SLA Credit**" equal to one thirtieth (1/30<sup>th</sup>) of the Monthly Recurring Charge for the Services: (i) for the initial forty-five (45) minutes of Interruption Time; and (ii) for each full one hour of Interruption Time following the initial forty-five (45) minutes of Interruption Time.

#### **Interruption Time**

15. An "**Interruption**" is when the Services are not available for use by the Customer. "**Interruption Time**" begins when the Supplier opens a "Service Ticket" in response to an

Customer initials

Interruption reported to the Supplier by the Customer and ends when the Service Ticket indicates the Services are no longer subject to an Interruption.

**Exclusions from Interruption Time**

16. Interruption Time does not include time when the Services are not available to the Customer due to: (i) Interruptions for the purposes of allowing the Supplier to maintain, repair, implement a request from the Customer in relation to, upgrade or change Supplier's Network or the Customer's Services; (ii) Interruptions not reported to the Supplier; (iii) Interruptions due to Force Majeure; (iv) Interruptions and delays caused by the Customer (including delays resulting from breaches or non-compliance by the Customer of its obligations under the Service Agreement); (v) Interruptions and delays caused by third parties; (vi) the failure of equipment, systems or services not controlled by the Supplier; and (vii) transient service degradation of short duration which clears before any repair action is taken.

**Limit on SLA Credits**

17. In no event shall the total of all SLA Credits relative to the Services provided during a calendar month credited to the invoice to the Customer for the particular calendar month exceed the amount of the Monthly Recurring Charge for the Services provided for the particular calendar month to which the invoice relates. There shall be no carryforward or carryback of any SLA Credits to a calendar month other than the calendar month in which occurred the Interruption Time to which the SLA Credits relate. There shall be no carryover of any SLA Credits to apply against the charges by the Supplier to the Customer for any other service provided by the Supplier to the Customer. The Customer shall not be entitled to any credits or other compensation from the Supplier with respect to the provision of the Services except those expressly provided therefor herein. Any and all provisions in the Host's Service Description relative to a Service Level Objective or a Service Level Agreement and the consequences of and compensation for failure in relation thereto are not applicable to the provision of the Services by the Supplier to the Customer under the Service Agreement.

**SLA Credits Apply Only With Respect to Supplier's Network**

18. Supplier will provide SLA Credits only in relation to traffic over Supplier's Network. In the event that the Services are provided through a network not owned or operated by the Supplier then no SLA Credits will be provided in relation to such Services and, instead, the Supplier shall pass along to the Customer the credits, if any, that the Supplier may become entitled to from the DDoS Host.

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