

**Effective November 1, 2019 this Product Supplement – Remote Hands has been combined with the Product Supplement – Colocation and renamed Product Supplement – Data Center.**

**All Services ordered prior to that date will continue to be governed by this Product Supplement and all Services ordered on or after that date will be governed by the new Product Supplement.**

**PRODUCT SUPPLEMENT –**  
**REMOTE HANDS**  
**To the**  
**Master Service Agreement**

This Product Supplement – Remote Hands (this “Supplement”) is incorporated by reference into and made a part of that certain Master Service Agreement (including all attachments and incorporated documents, the “Agreement”) entered into between the Seller and the Buyer who signed the Master Service Agreement as expressly provided therein and shall be effective as of the Effective Date defined in the Master Service Agreement. This Supplement provides additional terms and conditions governing the Remote Hands Services. Capitalized terms or phrases not defined in this Supplement shall have the meanings ascribed thereto in the Agreement.

**1 SERVICE DESCRIPTION**

1.1 “Remote Hands” shall mean a Service whereby an on-site technician will be available to expeditiously access Buyer’s equipment within one (1) to three (3) hours from the time Buyer’s call is received in Seller’s NOC to (i) physically re-boot Buyer’s servers or equipment; (ii) install or remove Buyer’s equipment (i.e. changing out cards and/or removing cards) (iii) physical cable termination or removal of Buyer’s equipment and/or (iv) any other reasonable physical activity requested by Buyer which Seller agrees to perform. For the sake of clarity, Remote Hands does not include (i) log in to Buyer’s equipment; (ii) metric reporting tools such as memory, CPU and virus statuses; (iii) firewall services; (iv) managed tape backups and/or (v) performance monitoring and status reports. The Remote Hands Service is available only for Colocation Services purchased by Buyer from Seller at Seller’s applicable sites.

1.2 Notwithstanding anything in the Agreement to the contrary, Buyer will obtain the Remote Hands service only through a properly completed Service Order for which Seller has issued a FOC. The Scheduled Service Date shall be that set forth on the FOC. The Installation Notification will be in the form of a Service Commencement Notification (“SCN”). Buyer will not be enrolled in the service or entitled to use the service until it has received a proper SCN from Seller. Buyer will designate on the Service Order the individuals it is authorizing to initiate a Remote Hands service call for Buyer, once enrolled in the service. No other individuals other than the listed individuals may authorize a service call and Seller will refuse to accept any requests from individuals other than the listed authorized individuals. Buyer may update its list of authorized individuals from time to time by providing an updated Service Order to Seller for which Seller issues a FOC.

1.3 Once enrolled, Buyer will initiate Remote Hand service calls by calling Seller’s NOC. If the call is from an authorized individual for Buyer and such individual provides Seller with all the necessary information, Seller will open a ticket and dispatch a technician to the applicable site. Seller will close the ticket when it receives direction to do so from either its technician or the Buyer. Reasons for closing the ticket include: the technician has completed the assignment, the technician cannot complete or has done all he can do, the problem is otherwise resolved, the Buyer desires to handle the issue directly, or Seller has decided to return the issue to Buyer.

1.4 Upon completion of its applicable Service Term, Buyer may discontinue its enrollment by submitting the applicable Service Order to Seller at least thirty (30) days prior to the proposed termination date.

**2 PRODUCT OFFERINGS**

2.1 Seller’s Remote Hands service offerings will vary depending on the facility requested and the time of day the service is requested. For those sites in which the service is available, Seller will offer different types of offerings, all based on response time and time of request. The current Remote Hands service offerings will be available as set forth below in Table 2.1 as determined by the site stated.

**Table 2.1:**

Site	Site Address	Site CLLI Code	Offering Type	Product Offering	Response Time
Alpheus Communications Austin Hub Colocation Area	1905 East 6th Street, Austin, Texas 78702	AUSYTXOGH04	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	Up to 1 hour
			2	Outside of Business Hours	Up to 3 hours
Alpheus Data Services Austin Data Center	1905 East 6th Street, Austin, Texas 78702	AUSYTXOGH10	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	Up to 1 hour
			2	Outside of Business Hours	Up to 3 hours
Alpheus Data Services Austin Data Center (2)	1905 East 6th Street, Austin, Texas 78702	AUSYTXOGH11	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	Up to 1 hour
			2	Outside of Business Hours	Up to 3 hours

Alpheus Communications "Opus-3 Data Center", Dallas	2914 Taylor St, Dallas, TX 75226	DLLCTXXRN03	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	Up to 1 hour
			2	Outside of Business Hours	Up to 3 hours
Alpheus Data Services Dallas Hub Data Center: Dallas	2323 Bryan St, Floor 26 Suite 2650, Dallas, TX 75202	DLLSTX37H8U	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	Up to 1 hour
			2	Outside of Business Hours	Up to 3 hours
Alpheus Communications Dallas Hub	2323 Bryan Street, Floor 8, Suite 850, Dallas, Texas 75201	DLLSTX37HZ1	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	Up to 1 hour
			2	Outside of Business Hours	Up to 3 hours
Alpheus Data Services Fort Worth POP	307 West 7th Street, Suite 200, Fort Worth, Texas 76102	FTWOTX14WD2	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	Up to 1 hour
			2	Outside of Business Hours	Up to 3 hours
Alpheus Data Services 811 Louisiana St, Houston	811 Louisiana St, Suite L110, Houston, TX 77002	HSTNTX89H64	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	ICB
			2	Outside of Business Hours	Up to 3 hours
Alpheus Communications Houston Hub	1010 Travis St, Floor 1, Suite 100, Houston, TX 77002	HSTSTXAOH01	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	ICB
			2	Outside of Business Hours	Up to 3 hours
Alpheus Data Services: Southwest Fwy, Houston	4635 Southwest Fwy, Suite 100, Houston, TX 77027	HSTXTX62W00	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	ICB
			2	Outside of Business Hours	Up to 3 hours
Alpheus Data Services "StratITSphere Colo", Katy	1510 Primewest Pkwy, Katy, TX 77449	KATYTXGTW01	1	During Business Hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. CST excluding Holidays)	ICB
			2	Outside of Business Hours	Up to 3 hours

For purposes of Table 2.1 and this Supplement, "Response Time" shall be defined as the time starting when Seller's NOC is called by Buyer, Buyer properly requests a Remote Hands service and a ticket is opened, and ending when Seller's technician informs Seller's NOC that he or she is on site at the requested site. Offerings by site and available sites may be amended from time to time by Seller and will be identified accordingly on the then current Service Order.

2.2 **Remedies.** If the actual Response Time does not occur prior to the Response Time target set forth in Table 2.1 above, and such delay in the Response Time is not due to a Force Majeure Event or an act or omission of Buyer, Buyer's Users or their respective representatives, then the following remedies shall apply:

(a) **Billing Credit.** For each fifteen (15) minute period for which Seller's actual Response Time exceeds the applicable Response Time target in Table 2.1, Buyer shall, upon request to Seller, be entitled to a corresponding reduction of fifteen (15) minutes in the calculation of the billable time worked for that respective Remote Hands service call.

(b) **Waiver of Minimum Service Charge.** If Seller's actual Response Time exceeds the applicable Response Time target in Table 2.1 and Buyer, prior to the technician arriving at the site, notifies Seller's NOC that it desires to cancel the Remote Hands service request, Seller will waive the otherwise applicable minimum service charge for that service request.

(c) **SOLE AND EXCLUSIVE REMEDIES.** THE PARTIES ACKNOWLEDGE THAT THE REMEDIES IN THIS SECTION 2.2 SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE

**LIABILITY OF SELLER FOR THE FAILURE OF SELLER’S REPRESENTATIVE TO MEET THE RESPONSE TIME TARGETS IN TABLE 2.1 OR OTHERWISE PROVIDE THE SERVICE IN A TIMELY MANNER.**

**3 RATES FOR PRODUCT OFFERINGS**

Subject to the terms of the Agreement and this Supplement, Seller’s Remote Hands offerings shall be made available on two separate pricing plans, Usage Based or Subscription. Buyer will utilize Seller’s current Service Order to elect to be enrolled in the Usage Based pricing plan or to commit to a Subscription pricing plan.

When enrolled in the Usage Based pricing plan, Buyer shall pay based on services actually ordered, including any minimum billing charges, subject to the terms of this Supplement. Billing will be based on the agreed hourly price in the Service Order and calculated according to the Billable Time for the service involved.

Billable Time for purposes of this Supplement shall mean the time commencing upon Seller’s NOC receiving notice that Seller’s technician is on site for the service and shall cease when Seller’s NOC closes the ticket for that service. Billable Time shall be calculated in the increment stated below, subject to the minimum charge stated below. The applicable minimum charge will be incurred by Buyer if a ticket is opened by Seller at Buyer’s request, but the Billable Time does not exceed the minimum time increment, for whatever reason.

When Buyer commits to a Subscription pricing plan, Buyer will receive alternative pricing in return for committing to being charged a minimum monthly revenue commitment (“MMRC”) for the Remote Hand service. Buyer’s actual charges for the month will be calculated using the agreed hourly price, increment, and minimum charge amounts, as if Buyer was enrolled in the Usage Based pricing plan. Then, for the month involved, Seller will invoice and Buyer agrees to pay the greater of the MMRC or the actual charges invoiced.

Seller will bill the Subscription pricing in advance and will bill the Usage Based plan in arrears. Seller reserves the right to cancel or modify both plans at any time by providing thirty (30) days notice to Buyer.

For each pricing plan, the terms in Table 3.1 shall apply.

**Table 3.1: Offering 1 (During Regular Business Hours)**

Site	Billing Plan Type	Price	Minimum Charge	Additional Increment
AUSYTXOGH04	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
AUSYTXOGH10	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
AUSYTXOGH11	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
DLLCTXRN03	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
DLLSTX37H8U	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
DLLSTX37HZ1	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
FTWOTX14WD2	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
HSTNTX89H64	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
HSTSTXAOH01	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			
HSTXTX62W00	Usage Based	Per Service Order	1 hour	15 minutes

	Subscription			
KATYTXGTW01	Usage Based	Per Service Order	1 hour	15 minutes
	Subscription			

**Table 3.1: Offering 2 (Non-Business Hours with 3 Hour Response Time)**

Site	Billing Plan Type	Price	Minimum Charge	Additional Increment
AUSYTXOGH04	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
AUSYTXOGH10	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
AUSYTXOGH11	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
DLLCTXXRN03	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
DLLSTX37H8U	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
DLLSTX37HZ1	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
FTWOTX14WD2	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
HSTNTX89H64	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
HSTSTXAOH01	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
HSTXTX62W00	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			
KATYTXGTW01	Usage Based	Per Service Order	3 hours	15 minutes
	Subscription			

Any charges not set forth above shall be governed by and as set forth in the respective Service Order, for which a FOC has been received. Upon written notice by Seller to Buyer, Seller shall have the right, in its sole discretion, to amend the rates and Charges set forth in this Supplement for any Services ordered after the date of such amendment of this Supplement; provided that for the avoidance of doubt, subject to the Agreement, such amendment shall not apply to any Services that are subject to a Service Order for which Seller has accepted via a written FOC prior to the date of such amendment.

4 **PERFORMANCE AND OPERATING STANDARDS FOR REMOTE HANDS PRODUCT**

4.1 Performance Standards. Seller's personnel will use commercially reasonable efforts to perform the Remote Hand service requested and agreed to be provided. Given the scope of possible requested actions, Seller reserves the right to decline and/or terminate any request for service as it deems prudent in its sole discretion. All services are subject to availability in Seller's sole discretion. Seller does not warrant or guarantee any services provided or not provided hereunder, and Buyer understands that Seller's action or inaction may not cause the required result, and, depending on the circumstances, may have adverse consequences. Should Buyer not desire to continue

the requested service, Buyer may terminate the service at any time by contacting the NOC and requesting same, according to the applicable policies and procedures then in effect.

4.2 BUYER'S RIGHT TO TERMINATE THE SERVICE ORDER FOR THE RESPECTIVE SERVICE SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF AN INABILITY TO PROVIDE THE REMOTE HANDS SERVICE, ANY OTHER FAILURE TO PERFORM THE SERVICE PROPERLY AND/OR AS REQUIRED BY BUYER, OR ANY RELATED ACTS OR OMISSIONS.

4.3 PERFORMANCE LIQUIDATED DAMAGES. FOR THIS SUPPLEMENT, THE REMEDIES OF BUYER IN SECTIONS 2.2, AND 4.2 HEREOF SHALL CONSTITUTE BUYER'S PERFORMANCE LIQUIDATED DAMAGES FOR THE SERVICE OFFERED UNDER THIS SUPPLEMENT AND CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY PERFORMANCE FAILURE RELATED TO OR ARISING FROM THE SERVICE OFFERED HEREUNDER.