

Service Schedule H – FirstLight Cloud Service

1) **Applicability.** This Service Schedule is applicable only when Customer orders and FirstLight accepts a Service Order for, or has already installed, FirstLight Cloud Service.

2) **Service Description.** FirstLight Cloud Services provides computing resources in the following manner:

A. Software as a Service (SaaS):

- i. Subject to the applicable license or use terms and conditions for the functionality provided (the “License Terms”), Customer will be provided with software applications and other computing or networking resources to perform various cloud computing processes that may include but are not limited to the following: disaster recovery, back-up and recovery, security, data vaulting and monitoring.
- ii. Provisioning of the SaaS applications may be through one or more of the following methods: third party products, custom software development, integration services, implementation services, general consulting services and/or technical support. The License Terms for each of the SaaS functions will be set forth in an exhibit to the applicable Service Order defining the SaaS functionality.
- iii. FirstLight reserves the right to increase licensing costs, if third-party software providers, raise their rates during the term of this agreement. Any pass-through rate increases for licensing will be adjusted on a semi-annual basis, during the term of the Service.
- iv. At FirstLight’s request, Customer will provide information needed to audit the number of software licenses that have been installed, deployed, or activated within thirty (30) days of such request. FirstLight may perform audits to confirm proper license usage and related payments. These audits may include examining electronic records, billing data, or other relevant information tied to the use of the Software.
- v. Upon request, and when applicable, Customer agrees to install an auditing or reporting agent provided or approved by FirstLight. This agent will be used solely to obtain data related to software license usage for verification and compliance purposes. If Customer declines to install such agent, Customer must instead provide monthly reports detailing actual license utilization in a format reasonably requested by FirstLight. FirstLight will only manually access Customer’s environment as a last resort, and solely for purposes of verifying usage.
- vi. If FirstLight reasonably believes that license usage has been inaccurately reported, or if discrepancies are identified through a review, Customer reporting, or third-party verification, FirstLight may—with at least ten (10) business days’ written notice—conduct an audit of Customer’s records to confirm the correct number of licenses in use.
- vii. If any audit or verification identifies unreported or unpaid Software license usage, Customer agrees to pay for all such usage retroactive for up to twelve (12) months from the date of discovery, or to the earliest date such usage can be reasonably determined within that period. If a third-party vendor is required to assist in validating usage and FirstLight incurs costs for such services, Customer will be responsible for covering those costs when the discrepancy is the result of under-reported or inaccurate license quantities. Payment for any unreported or unpaid usage shall be made within thirty (30) days of written notification by FirstLight.
- viii. Customer must retain all related records for at least one (1) year following the events documented in those records.

B. Infrastructure as a Service (IaaS) – vCloud

- i. FirstLight’s IaaS offering is an on-demand self-servicing solution.
- ii. FirstLight’s IaaS offering is a multi-tenant environment; customer vDCs are not on dedicated hardware.
- iii. Unless purchased, FirstLight’s IaaS solution does not include virtual machine backups.
- iv. FirstLight’s IaaS solution does not include antivirus or anti-malware services.
- v. FirstLight will provide/perform the following in addition to the items listed in the Project Objectives set forth below:

Provision the following Virtual Data Center (vDC) environment:

- Storage based on Service Order.
- vCPU based on Service Order.
- vRAM based on Service Order.
- Configure production networks per Customer request.
- Create an administrative account with access to the vDC and its resources.

- Provide access to Microsoft licenses as listed on the Customer Order Form.
 - Provide a selection of templates and media files for Customer use through a vDC accessible public catalog.
 - Provide Customer with remote training on how to administer the vDC.
- vi. Customer is responsible for the following tasks in addition to the Customer Project Responsibilities set forth below:
- Create additional user accounts with applicable permissions.
 - Independently and unilaterally provision computing and storage capabilities as needed through the vCloud web interface.
 - Create virtual machines or deploy virtual machines from the FirstLight public catalog.
 - Install operating systems when applicable.
 - Install any additional software or applications into Customer vDC or Customer virtual machines.
 - Not use any subnet in the 10.172.16.0/20 range.
 - Provide FirstLight with a valid Microsoft Mobility License form if applicable.
 - Update VMware tools within 30 days of each new version.

C. Backup and Recovery as a Service (BRaaS) - Veeam for vCloud

- i. Veeam Backup for vCloud is a self-service product (backup and restore) that is managed by Customer. Customer is responsible for configuration, modification and monitoring of all system backup plans.
- ii. Systems added into Customer's environment are not automatically added into configured backup plans. It is Customer's responsibility to add and remove systems from the backup plans as changes are made within Customer's environment.
- iii. FirstLight will provide/perform the following in addition to the items listed in the Project Objectives set forth below:
 - Provision backup storage repository for Veeam for vCloud.
 - Provide Veeam Licenses per the Service Order.
 - Create Customer account to access and administer the Veeam portal.
 - Monitor available free space in Customer repository.
- iv. Customer is responsible for the following tasks in addition to the Customer Project Responsibilities set forth below:
 - Creating and configuring backup plans.
 - Apply backup plans to protected systems.
 - Perform restore tasks when needed.
 - Monitor backup storage usage.
 - Notify FirstLight if any additional machines are being backed up and additional Veeam licenses are being consumed. Note that this will result in additional billing charges.

D. Backup and Recovery as a Service (BRaaS) - Veeam Cloud Connect

- i. Veeam Cloud Connect is a self-service product. FirstLight will provide documentation for configuration and may assist in initial set-up but does not provide a training session.
- ii. FirstLight does not have visibility into Customer's virtual environment, backup systems or backup plans and as such, Customer maintains responsibility for configuration, modification and monitoring of all system backup plans.
- iii. FirstLight does not provide any Veeam license files for Customer use aside from the Cloud Connect registration keys unless specifically purchased.

- iv. FirstLight will provide/perform the following in addition to the items listed in the Project Objectives set forth below:
 - a) Provision backup storage repository for Veeam Cloud Connect per the Service Order.
 - b) Provide Veeam Licenses per the Service Order.
 - c) Deliver relevant documentation to Customer designated point of contact.
 - d) Assist Customer with issues associated with Veeam Cloud Connect connectivity and related services during initial implementation.
- v. Customer is responsible for the following tasks in addition to the Customer Project Responsibilities set forth below:
 - a) Install and configure the Veeam software package.
 - b) Create and configure required backup plans.
 - c) Deploy agent to protected systems.
 - d) Apply backup plans to systems.
 - e) Perform recovery tasks when needed.
 - f) Manage, maintain, and troubleshoot all local storage devices utilized by the BRaaS Cloud service.
 - g) Manage cloud storage usage.
 - h) If Customer has purchased a Veeam License from FirstLight, support requests can be submitted through the Technical Service Center.
 - i) If Customer is providing its own Veeam license, any requests for Veeam support related to issues outside of Veeam Cloud Connect replication to FirstLight must be directed to Veeam and/or Customer's Veeam partners.

E. Firewall as a Service (FWaaS)

- i. FirstLight's Firewall as a Service (FWaaS) is a self-service solution. After assisting with initial configuration, Customer is responsible for making firewall configuration changes. Requests after the initial configuration period will be billed at FirstLight's current Smart Hands rate as noted in the FirstLight Data Center FLDC) Remote Hands Policy.
- ii. FirstLight cannot provide administration or configuration of firewalls not provided by FirstLight. Those devices remain the responsibility of Customer.
- iii. FirstLight will provide/perform the following in addition to the items listed in the Project Objectives set forth below:
 - a) Provision Virtual Firewall in Customer's Virtual Data Center.
 - vCPU to support the Firewall
 - vRAM to support the Firewall
 - Licensing for the Firewall virtual compute per the Service Order.
 - Licensing for the Firewall security level per the Service Order.
 - b) Create an administrator account for Customer.
 - c) Configure the firewall with basic configuration or as detailed in a FirstLight Firewall Discovery document provided no later than Customer kickoff call.
 - d) Assist in configuring Site to Site VPN tunnel on Virtual Firewall in vDC if applicable during the setup phase and the first 30 days after delivery.
 - e) Assist with additional Firewall Configuration changes on Virtual Firewall in Customer's Virtual Data Center at Customer's direction in regard to NAT (Network Address Translation) rules, site to site VPN tunnels, and client- based VPN settings, etc. during the setup phase and the first 30 days after delivery.

- iv. Customer is responsible for the following tasks in addition to the Customer Project Responsibilities set forth below:
 - a) Configurations on other firewalls not provided by FirstLight.
 - b) Installation of VPN client on end user devices.
 - c) Configuration of any VPN client settings on end user devices.
 - d) Firewall configuration changes should be submitted to the Technical Service Center per standard FirstLight support processes. Requests after the initial configuration period will be billed at FirstLight's current Smart Hands rate as noted in the FirstLight Data Center (FLDC) Remote Hands Policy.

F. Zerto Disaster Recovery as a Service (DRaaS) for IaaS x86

- i. The Zerto Disaster Recovery as a Service (DRaaS) solution will incorporate Zerto Disaster Recovery and Business Continuity software to provide replication of Customer's virtual server environment into FirstLight Disaster Recovery Cloud solution.
- ii. FirstLight provides Disaster Recovery services at the hypervisor layer and as such, does not have visibility or access into applications running inside of a replicated virtual machine.
- iii. FirstLight will provide/perform the following in addition to the items listed in the Project Objectives set forth below:
 - a) Provision Recovery Virtual Data Center.
 - b) vCPU per the Service Order.
 - c) vRAM per the Service Order.
 - d) Cloud Storage per the Service Order.
 - e) Configure production network.
 - f) Configure test network.
 - g) Configure failover network.
 - h) Assist Customer with the installation and configuration of the Zerto Software on the designated virtual Windows server, if required.
 - i) Assist Customer with the creation, and implementation of Zerto Virtual Protection Groups.
 - j) Assist Customer with the initial failover testing of the Zerto Virtual Protection Group.
 - k) Assist Customer with the installation of any required Zerto updates, if requested.
 - l) Allow for Customer to conduct one (1) failover test approximately each calendar quarter. Any individual failover test that is longer than 24 hours in length will be subject to billing at the daily failover rate. Any failover test in addition to the quarterly test will be subject to billing at the daily failover rate.
- iv. Customer is responsible for the following tasks in addition to the Customer Project Responsibilities set forth below:
 - a) Providing a virtual Windows Server to run the Zerto Software that is outside of the Zerto protection group. Details can be found on the Zerto website or will be provided during the Customer kickoff call.
 - b) Installing and configuring the Zerto manager software on the manager server and each host.
 - c) Creating additional Zerto Virtual Protection Groups, as needed.
 - d) Designing and implementing a DR plan including establishing an RPO.
 - e) Conducting quarterly failover test(s) at a time of their own discretion.
 - f) Providing notification to the FirstLight Technical Services Center at least one (1) week in advance of any failover test.
 - g) Notifying FirstLight Technical Services Center in the event of an unplanned failover within one (1) week of a failover.
 - h) Creating additional user accounts with applicable permissions.
 - i) Configuring Customer end Firewall and VPN.

- j) Not using any subnet in the 10.172.16.0/20 range.
- k) Mitigating operating system and application-level issues.
- l) Updating the Zerto management software in a timely manner. Failure to do so may result in replication failure that is not subject to billing reduction.
- m) Providing any logs needed for troubleshooting Zerto technical issues in a timely manner.

G. Veeam Disaster Recovery as a Service (DRaaS) for IaaS x86

- i. The Veeam Disaster Recovery as a Service (DRaaS) solution will incorporate Veeam Availability Suite software to provide replication of Customer's VMware environment into the FirstLight Veeam Disaster Recovery Cloud solution. Only VMware virtualization software is supported.
- ii. FirstLight provides Disaster Recovery services at the hypervisor layer and as such, does not have visibility or access into applications running inside of a replicated virtual machine.
- iii. Operating system and application-level configuration and errors are Customer's responsibility.
- iv. FirstLight will provide/perform the following in addition to the items listed in the Project Objectives set forth below:
 - a) Provision a Recovery Virtual Data Center.
 - b) vCPU per the Service Order.
 - c) vRAM per the Service Order.
 - d) Cloud Storage per the Service Order.
 - e) Configure production network.
 - f) Configure test network.
 - g) Configure failover network.
 - h) Assist Customer with the initial failover testing of the Veeam Failover Plan.
 - i) Assist Customer with the installation of any required Veeam updates, if requested.
 - j) Allow for Customer to conduct one (1) failover test approximately each calendar quarter. Any individual failover test that is longer than 24 hours in length will be subject to billing at the daily failover rate. Any failover test in addition to the quarterly test will be subject to billing at the daily failover rate.
- v. Customer is responsible for the following tasks in addition to the Customer Project Responsibilities set forth below:
 - a) Provide a virtual Windows Server to run the Veeam Software.
 - b) Designing and implementing a DR plan including establishing an RPO.
 - c) Create additional user accounts with applicable permissions.
 - d) Configuring Customer end Firewall and VPN.
 - e) Install any additional software applications when applicable.
 - f) Not use any subnet in the 10.172.16.0/20 range.
 - g) Conduct quarterly failover test(s) at a time of their own discretion.
 - h) Provide notification to the FirstLight Technical Services Center at least one (1) week in advance of any failover test.
 - i) Notify FirstLight Technical Services Center in the event of an unplanned failover within one (1) week of a failover.
 - j) Providing any logs needed for troubleshooting Veeam technical issues in a timely manner.

- 3) Backup and Recovery of Customer's Data. FirstLight is only responsible for backup of Customer Data to the extent that Customer purchases backup and recovery services. FirstLight's responsibility to Customer is limited by the parameters indicated on the applicable Service Order accepted by FirstLight for backup and recovery services.
- 4) FirstLight does not have knowledge of the data stored within the Customer cloud hosted systems, including the quantity, value or use of the data. The Customer is responsible for taking all reasonable steps to mitigate the risks inherent in the provision of the Services. The Services that FirstLight will provide to assist Customer to mitigate such loss (if required) are provided in the Services Description which may include backup and/or disaster recovery services. FirstLight does not commit to back up the Customer Data unless the Customer has purchased backup services. FirstLight does not commit to retain any data backup(s) for longer than the agreed data retention period as provided in the Services Description. FirstLight does not warrant that Customer's use of the Services will be uninterrupted or error-free but will use commercially reasonable attempts to recover data. IN ALL EVENTS, CUSTOMER RELEASES FIRSTLIGHT FROM LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.
- 5) The following Project Objectives apply to the provision of FirstLight Cloud Services.

A. Project Objectives:

i. Discovery:

- a) Analyze organizational requirements as specified in this Service Schedule and supporting documentation including firewall discovery document(s), Customer network diagram(s), VPN configuration document, the Service Order form, and other documents.
- b) Verify the solution as defined by this Service Schedule meets Customer's organizational requirements.
- c) Refine the scope and collect additional technical requirements.

ii. Provisioning:

- a) Document the outcome of the planning sessions in the FirstLight Service Order.
- b) Procure needed hardware, if any.
- c) Project management from discovery and procurement through completion.
- d) Assignment and coordination of technical resources.
- e) FirstLight turn up of services.

iii. Implementation:

- a) Provide a remote training session(s) to Customer and Customer's designated resources for each major Service provided. These training sessions are provided during normal FirstLight business hours. Remote training sessions are typically done concurrently or consecutively and are scheduled well in advance.
- b) Plan for required Customer software installation and configuration, if applicable.
- c) Assist Customer with configuration during implementation phase as defined in this Service Schedule during normal FirstLight business hours. Assistance outside of normal hours must be scheduled in advance.
- d) Assist Customer in creating, configuring, and migrating to the FirstLight Services defined in this Service Schedule.

iv. Support:

- a) FirstLight will deliver documentation and web resources to Customer Point of Contact.
- b) FirstLight will provide the most efficient processes to contact Cloud Services technical support.
- c) FirstLight will enter Customer designated contacts into the appropriate systems for Maintenance and Outage notifications.
- d) FirstLight will provide an escalation path for unresolved issues or issues that have not been resolved to the Customer's satisfaction.
- e) Provide training and the support process for the FirstLight Services provided.

B. FirstLight Project Manager Responsibilities:

To facilitate successful completion of the project subject to this Service Schedule, FirstLight will assign a Project Manager. The FirstLight Project Manager will be FirstLight's focal point throughout delivery of the project. In some cases, additional project managers may be assigned for fulfillment of certain services.

The FirstLight Project Manager will:

- i. Review the Service Order, Service Schedule, and associated documents with the FirstLight Account Executive, FirstLight Sales Engineer, FirstLight Cloud Engineers, and other internal resources as required.
- ii. Establish and maintain communications through Customer Point of Contact, as defined in the section entitled "Customer Project Responsibilities" below.
- iii. Review the Service Order, Service Schedule, and associated documents, with Customer's designated Point of Contact and technical resources.
- iv. Coordinate provisioning of the ordered Service(s) with FirstLight engineers and Customer technical resources.
- v. Review the FirstLight Project Plan with Customer Point of Contact, if applicable. Some service implementations require only a few discrete tasks.
- vi. Work with Customer to help resolve issues and escalate issues within FirstLight, as necessary.
- vii. Coordinate Customer onboarding.
- viii. Provide FirstLight support and escalation processes once the Service(s) have been turned over to Customer and the project is complete.

C. Customer Project Responsibilities:

- i. As part of the Discovery phase, Customer will designate a person as "Customer Point of Contact" (POC) to whom all communications relative to the project deliverables will be addressed, and who will have the authority to act on Customer's behalf in all matters regarding Service(s) subject to this Service Schedule.
- ii. FirstLight's performance is dependent upon Customer's management and fulfillment of Customer's responsibilities. Any delay in performance due to Customer's lack of fulfillment to their responsibilities may result in additional charges and/or delay of the completion of the project.

D. Customer Point of Contact will:

- i. Serve as the interface between FirstLight's project team and all applicable departments within Customer's organization participating in the project.
- ii. Obtain and provide applicable information, data, consents, decisions, and approvals as required by FirstLight to provide the ordered Service(s) subject to this Service Schedule in a timely manner.
- iii. Designate appropriate technical resources from Customer's technical team and secure such technical team services as needed in a timely manner to assist FirstLight in the performance of its responsibilities hereunder.
- iv. Work with the FirstLight project team to help resolve issues, and escalate issues within Customer's organization, as necessary.

6) Migrating data into the FirstLight Cloud:

The amount of time and effort moving data into the FirstLight Cloud, or seeding, will take is highly variable and often not predictable. The size of the data set, the upload bandwidth at the Customer location(s), competing bandwidth uses, the number of concurrent connections, and other items all impact the amount of time required to move data. FirstLight will assist where possible, including with temporary bandwidth upgrades.

7) Out of Scope:

Projects under this Service Schedule do not include the following functions or deliverables, unless the Parties expressly agree otherwise in writing.

- A. Third party application installations or upgrades.
- B. Hardware or software not supported by the manufacturer will not be supported by FirstLight.
- C. Any support charges incurred by third party vendors are the responsibility of Customer.
- D. Any additional items outside the defined scope in this Schedule. Such items, if accepted by FirstLight and agreed to by Customer, will be billed at FirstLight's current Smart Hands rate as noted in the FirstLight Data Center (FLDC) Remote Hands Policy.

8) Service Levels:

- A. **Installation Service Level.** FirstLight will exercise commercially reasonable efforts to install any FirstLight Cloud Service on or before the Customer Commit Date specified for the particular FirstLight Cloud Service. This Installation Service level may be affected by delays attributable to Customer or third parties, Service Order(s) that contain incorrect information supplied by Customer, or Service Order(s) that are altered at Customer's request after submission and acceptance by FirstLight.
- B. **Availability Service Level for FirstLight Cloud Computing Services.** The availability Service Level for FirstLight Cloud Service is 99.99%. In the event that any FirstLight Cloud Service becomes unavailable as a result of FirstLight's fault, errors or omissions, and for reasons other than an Excused Outage, Customer will be entitled to a service credit applied to the applicable monthly recurring charge(s) as designated in the credit schedule below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

C. For FirstLight Cloud Computing Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (Percentage of applicable MRC)
00:00:01 – 00:45:00	No Credit
00:45:01 – 04:00:00	5%
04:00:01 – 08:00:00	10%
08:00:01 – 12:00:00	20%
12:00:01 – 16:00:00	30%
16:00:01 – 24:00:00	40%
24:00:01 or greater	100%

9) Access and Security:

- A. FirstLight is not responsible to Customer or any third party for unauthorized access to Customer Data or the unauthorized use of Services. Customer is responsible for the use of the Services by any Customer employee, any person the Customer authorizes to use the Services, any person to whom Customer has given access to the Services, and any person who gains access to Customer Data or the Services even if such use was not authorized by the Customer.
- B. FirstLight shall exercise commercially reasonable and acceptable efforts to protect Customer systems and data based on standard practices, including but not limited to:
 - i. Data encryption (when available)
 - ii. Firewalls
 - iii. Intrusion identification and protection
 - iv. Sufficiently unique administrative passwords
 - v. Hardened application systems
 - vi. Security audits as put forth by the yearly SOCII auditing report