



## Green House Data

340 Progress Circle  
Cheyenne, WY 82007

866.995.3282

### Prepared for:

Whatcom Transit Authority  
Attn: Pete Stark  
4011 Bakerview Spur  
Bellingham, WA 98226  
United States

Quote Number	3665
Rendered On	Sep/06/2019
Valid Until	
Prepared By	Kris Stover
Term	24 months

### Monthly Recurring Costs

Service	Description	Qty	Price	Total
Colocation - Bellingham	Full Cabinet (206.F09) Colocation	1	\$ 775.00	\$ 775.00
	-- base price		\$ 0.00	
	-- Colocation Services - Cabinet Type: Colocation Full Cabinet (1-2)		\$ 775.00	
Power Circuit - Bellingham	120v/32amp Power Circuit (A + A Power) and Remote PDU Access x2	1	\$ 360.00	\$ 360.00
Cross Connect - Bellingham	Cross Connect - Bellingham	2	\$ 75.00	\$ 150.00
Premium Bandwidth Services - Bellingham	Blended Internet: Commit rate at 75 Mbps Burstable to 1Gbps at \$10/Mbps billed to the 95th Percentile	75	\$ 7.00	\$ 525.0
IP Address - Bellingham	IPv4	6	\$ 1.00	\$ 6.00
Total Monthly Recurring Costs:				\$ 1,816.00

Grand Total: \$ 1,816.00

### Notes

This contract renews and replaces the previous colocation contract and adds Bandwidth and IP addresses.

This renewal will be governed by the existing MSA Bursting rate will be billed at \$32.50/Mbps and will be billed at the 95th percentile.

WTA acknowledges term #7 & agrees to the term subject to WTA's right to challenge its enforceability.

MW  
10/31/19

### SIGNATORY PAGE

Whatcom Transit Authority hereby orders from Green House Data, the Services described above for the Term

specified above, and agrees to the Master Services Agreement ("MSA") and any specific Service Addendum ("Addendum") herein. This Service Order is subject to acceptance by an authorized representative of Green House Data. Upon such acceptance it becomes a binding Service Order, pursuant to and subject to the Agreements between Green House Data and Whatcom Transit Authority. This Service Order supersedes all proposals, written or oral, as well as other communications between Whatcom Transit Authority and Green House Data relating to this Service Order. If this Service Order includes Services of a type not previously ordered pursuant to the Agreements, the applicable Green House Data Addendum for such Services is incorporated herein.

Green House Data

Signature:  Date: 11-4-19

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

Title: SVP Service Delivery

Address:

340 Progress Circle

Cheyenne, WY 82007

Customer

Signature:  Date: 11/1/2019

Your name: Pete Stark

Title: General Manager

Company Name (If Applicable): Whatcom Transit Authority

Address: 4011 Bakerview Spur  
Bellingham, WA 98226  
United States

Telephone: 360-752-4595



## MASTER SERVICES AGREEMENT

This Master Services Agreement is between Green House Data, Inc. ("Green House Data") and the undersigned customer ("Customer"). Green House Data and Customer agree as follows:

### 1. GOVERNING PROVISIONS.

1.1 This Agreement governs all orders executed by Customer and Green House Data ("Service Order(s)") providing for Customer's access to and use of any service ("Service") provided to it by Green House Data. The agreement ("Agreement") between Customer and Green House Data consists of this Master Services Agreement, Service Orders, and the Green House Data Addendum for each specific type of Service which Customer obtains from Green House Data ("Addendums"). Addendums for anticipated Services are attached hereto and incorporated herein by reference. Additional Addendums may be attached to Service Orders and shall be incorporated herein upon execution of such Service Orders. Note, if the terms are in direct conflict with other Agreement terms, the following order will prevail, Addendum terms, Customer Service Order, Amendments, Master Service Agreement, Statement of Work & Exhibits shall govern with respect to such Service to the extent required to resolve the conflict.

1.2. Customer may be responsible for taking certain action, such as installing software that Green House Data or one of its third party providers makes available to Customer, before Customer can use some Services. As part of the Service, Green House Data may make on-line tools available for Customer's use to facilitate implementation.

1.3. Customer is responsible for maintaining the availability of any domain names it may use in connection with a Service and for renewing them when required. All rights in the domain name shall belong to the Customer.

1.4. Customer may order additional Services pursuant to this Agreement. Green House Data may require execution of a Service Order for such additional Services which, upon execution by Customer and Green House Data, shall be deemed to be part of this Agreement. Green House Data may, at its option, permit Customer to add additional Services by Customer's e-mail request. Such additional Services shall be deemed to be provided pursuant to the terms of this Agreement upon Green House Data making such additional Service available to Customer. Unless otherwise specified by Green House Data or this Agreement, the price of such additional Services added without a Service Order shall be the Green House Data then standard rates and the Term of the Service shall not be affected.

1.5 Customer may purchase a support plan from Green House Data which will entitle Customer to specified support for issues which are not Service Interruptions as defined in the applicable addendums.

### 2. INVOICING AND PAYMENT.

2.1. CHARGES. Customer shall pay in U.S. dollars for all charges for Services. Charges for a Service shall commence to accrue on the Billing Commencement Date for the Service (as specified in the applicable Addendum). Monthly recurring charges will be invoiced to Customer in advance at the beginning of the month for which the charges accrue. Payments for Monthly recurring charges are due upon receipt of invoice. Non-recurring charges are due upon Effective Date of this agreement.

2.2. SECURITY DEPOSIT. Customer may be required to pay to Green House Data a security deposit. If Customer defaults under this agreement Green House Data may, without notice to Customer and without prejudice to Green House Data's other remedies, apply part or all of the Security Deposit toward the cure of Customer's default. Green House Data may commingle the Security Deposit with its own funds. Customer shall not be entitled to receive interest on the Security Deposit.

2.3. TAXES. Customer shall pay applicable taxes imposed by any taxing authority with respect to the Services, excluding any tax on Green House Data's net income.

2.4. BILLING DISPUTES. Green House Data shall have no obligation to make any billing adjustment or refund for any errors for which Customer has not provided Green House Data timely notice. Disputed charges to the extent found to be in error shall not incur late fees.

2.5. LATE CHARGES AND COLLECTION COSTS. Charges not in dispute which are not paid by Customer within thirty (30) days of Green House Data's invoice shall accrue a late fee which shall accrue daily at the rate of one and one-half percent (1 1/2%) per month until paid. Customer shall pay Green House Data's reasonable costs of collection, including reasonable attorneys' fees, incurred by Green House Data in collecting any charges payable to it by Customer.

### 3. TERM AND TERMINATION OF SERVICES PURSUANT TO A SERVICE ORDER.

3.1. TERM. The "Term" of Services provided pursuant to each Service Order shall initially be for the period specified in the applicable Service Order for such Services ("Initial Term"). The Initial Term of each Service Order shall commence on the date that Green House Data accepts the Service Order. Upon termination of its Term, the Service Order Term shall automatically renew for additional one-year Terms. Colocation cabinet fees will increase three percent (3%) annually. Either party may provide at least 30-days written notice of termination prior to the completion of a pending Term.

3.2. TERMINATION. Either Customer or Green House Data may terminate the Services pursuant to a Service Order for cause if: (1) the other party breaches a material term or condition of this Agreement or the Service Order and fails to cure the breach within thirty (30) days after receipt of written notice of the breach; (2) the other party fails to cure a payment default within five (5) days after written notice by Green House Data of the default; (3) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (4) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors if such petition or proceeding is not dismissed within sixty (60) days of filing.

3.3. EARLY TERMINATION FEE. Except in the event of termination by Customer pursuant to section 3.2, termination of the Term by providing notice in accordance with



Customer shall pay Green House Data, as liquidated damages and not as a penalty, an early termination fee equal to one hundred percent (100%) of the monthly service fee for the remaining portion of the Term. This shall be the sole and exclusive remedy for Green House Data.

3.4. EFFECT OF TERMINATION. At the end of the Term or upon termination of the Services by either party for any reason, Green House Data shall cease providing the Service pursuant to the affected Service Order. Customer's obligations, including without limitation, to pay sums due and protect Proprietary Information, shall survive.

#### 4. PROHIBITED USE OF SERVICES AND LAW ENFORCEMENT ACTIVITIES

Customer shall not use any Service in a manner prohibited by law or that Green House Data reasonably determines may adversely affect a Service, Green House Data's systems, Green House Data's suppliers or other Customers, the integrity and operation of Green House Data's business, or Green House Data's ability to provide Services to other Green House Data customers. Green House Data may terminate any Service without notification if Green House Data determines to its reasonable satisfaction that Customer has used the Service to engage in any prohibited activity or a situation exists which may result in a similar threat (e.g. a denial-of-service attack). Any such Green House Data action shall not be deemed to be a Service interruption. Green House Data may cooperate with law enforcement agencies in any investigation related to the use of a Green House Data Service and investigate any complaint or reported violation of law or Green House Data's policies and take any action it deems is reasonably appropriate as a result of such investigations.

#### 5. EMERGENCY AND SCHEDULED MAINTENANCE

In the event of any change in Green House Data standard scheduled maintenance window, Green House Data will provide reasonable notice by email to Customer of scheduled maintenance affecting the Services and will use reasonable efforts to notify Customer of emergency maintenance affecting the Services, provided that Green House Data may perform emergency maintenance at any time without advance notice to Customer. During scheduled and emergency maintenance periods, Green House Data's Services may be unavailable to Customer. Service unavailability during maintenance periods shall not be considered a Service interruption for purposes of service level provisions.

#### 6. DISCLAIMER OF WARRANTY

GREEN HOUSE DATA PROVIDES THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GREEN HOUSE DATA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTIES THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

#### 7. LIMITATIONS OF LIABILITY

7.1. TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER'S EXCLUSIVE REMEDY FOR ANY FAILURE OF GREEN HOUSE DATA'S OBLIGATIONS PURSUANT TO THIS AGREEMENT SHALL BE THE REMEDIES SET FORTH IN SECTION 3.2 ABOVE AND ANY CREDIT DUE PURSUANT TO ANY APPLICABLE SERVICE LEVEL AGREEMENT SET FORTH IN THE ADDENDUM FOR SUCH SERVICE.

7.2. TO THE GREATEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL GREEN HOUSE DATA BE LIABLE OR

RESPONSIBLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, DIRECT, 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, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

TO THE GREATEST EXTENT ALLOWED BY LAW, GREEN HOUSE DATA LIABILITY TO ANY CUSTOMER IN ANY CIRCUMSTANCE SHALL NOT EXCEED THE AMOUNT OF FEES CUSTOMER PAYS OR STANDS TO PAY GREEN HOUSE DATA FOR SERVICES DURING THE CONTRACT. IN THE CASE OF A GREEN HOUSE DATA BREACH THAT CAUSES HARM TO A THIRD PARTY THE LIMITATION LIABILITY STATED ABOVE SHALL NOT APPLY. MW.

#### 8. POLICIES AND STATEMENTS

This Agreement incorporates by reference the following which are available on the Green House Data website: The Green House Data Acceptable Use Policy and The Green House Data Privacy Statement. Green House Data will notify Customer 30 days in advance to changes to its Acceptable Use Policy or Privacy Statement. Customer will have reasonable notice within the 30 days to accept changes. If changes are not accepted, the Acceptable Use Policy and Privacy Statements prior to change will remain in effect for this Customer, for the duration of Term or any Renewal Term.

#### 9. DIGITAL MILLENNIUM COPYRIGHT ACT

Green House Data is registered as an online service provider with the United States Copyright Office pursuant to the Digital Millennium Copyright Act ("DMCA"). Green House Data's DMCA procedures are available on its website under the Acceptable Use Policy.

#### 10. USE OF NAME AND MARKS

Neither party will, without the prior written consent of the other party, use any trademark, service mark, brand name, copyright, patent or any other intellectual property of the other party or its respective affiliates. Green House Data's and Customer's name and trademarks are proprietary and nothing herein constitutes a license authorizing its use by the other party.

#### 11. INDEMNIFICATION

Customer and Green House Data shall indemnify, defend and hold each other harmless from and against any claims, damages, losses, liability, and expenses (including reasonable attorneys' fees) arising out of any violation of this Agreement by anyone using or providing the Services or anyone authorized or permitted by Customer to access the Green House Data facilities.

#### 12. CONFIDENTIALITY

Customer acknowledges that the following Green House Data information is Green House Data proprietary information "Proprietary Information" whether or not reduced to writing and whether or not specifically identified as "proprietary" or "confidential":

12.1. All information obtained by Customer as a result of access to the Green House Data colocation facilities, including without limitation information which could facilitate breach or disruption of or endanger Green House Data facilities, operations or systems; and

12.2.

Customer shall not disclose any Proprietary Information or use it for its own benefit except as required to perform its obligations under this Agreement. Customer shall limit disclosure of Proprietary Information but only to the extent under RCW chapter 42.56

#### 13. TRANSFER, ASSIGNMENT

Customer will acquire Services solely for its own account, and not for resale or distribution in any manner. Green House Data or Customer may not assign or transfer its rights and obligations under this Agreement without the prior written consent, which will not be unreasonably withheld, of each other.

#### 14. NOTICES

Notices and other communications between Green House Data and Customer related to this Agreement or a Service governed by it may be delivered by email. Communications may be directed to Green House Data at support@greenhousedata.com. Customer shall provide Green House Data with a valid email address to be used by Green House Data for communications related to this Agreement and shall update that address as needed. Green House Data shall fulfill its notice obligations by providing Customer with notice at the email address most recently provided to Green House Data by Customer for use in providing notices pursuant to this Agreement.

#### 15. DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the state of Colorado. The location of any legal proceeding arising out of or related to the Services or this Agreement shall be in Denver County, Colorado. The prevailing party in any legal proceeding arising out of or related to this Agreement shall be entitled to recover its reasonable attorneys' fees and court costs incurred in the proceeding, including in any appellate proceedings.

#### 16. FORCE MAJEURE

Green House Data shall not be in default under any provision of this Agreement or be liable for any delay, failure of performance or interruption of any Service resulting, directly or indirectly, from causes beyond Green House Data's reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God, fire or explosion, electrical faults, vandalism, cable cut, water, fire, fire suppression activities, flood, weather conditions, action of any governmental or military authority, national emergency, insurrection, riot, war, acts of terrorism or civil disturbance, strikes, lockouts, work stoppages or other labor difficulties, supplier failure, shortage, or telecommunication or other Internet provider failure.

#### 17. SEVERABILITY

If any part of this Agreement is found to be unenforceable or unlawful, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions of the Agreement.

#### 18. ENTIRE AGREEMENT

This Agreement, including all referenced documents, constitutes the entire agreement and understanding between the parties. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.



This Agreement shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date").

Customer:

WTA a Municipal Corporation

BY

NAME: Peter L. Stark

TITLE: General Manager

DATE: 11/15/16

EMAIL ADDRESS (for notices):

maganw@ridenuta.com

Green House Data

Green House Data, Inc., a Wyoming corporation

BY

NAME:

TITLE: VP Operations

DATE: 11-16-16

EMAIL ADDRESS (for notices)

support@greenhousedata.com



## ADDENDUM FOR COLOCATION SERVICES

### 1. ADDITIONAL TERMS & CONDITIONS FOR SERVICES.

This Addendum sets forth additional terms and conditions applicable to Customers who enter into a Master Services Agreement and Service Order with Green House Data to obtain colocation services ("Colocation Services") in a Green House Data colocation facility ("Facility").

### 2. BILLING COMMENCEMENT DATE.

Green House Data will notify Customer when Service is available to Customer. Upon such notice, Customer shall comply with all security and orientation procedures. The first billing period for Green House Data Colocation Services shall begin ("Billing Commencement Date") on the earlier of (a) the date on which Green House Data grants the Customer access to a Green House Data Facility or (b) five days after the above notice of availability. Colocation Services will increase 3% annually during the Terms of Service beginning twelve (12) months after Billing Commencement Date.

### 3. ACCESS TO AND USE OF COLOCATION FACILITIES.

3.1 Green House Data's Acceptable Use Policy ("AUP") includes protocols designed to keep Green House Data's colocation Facilities secure from access by unauthorized personnel and to preserve the security and integrity of the Facilities and the Green House Data and Customer equipment ("Customer Equipment") located in the Facilities. Customer shall be responsible for ensuring that Customer's personnel (whether employees or contractors) comply with the AUP. Without limitation, if Customer's personnel fail to secure a door or access point or device, Customer shall be responsible for any resulting damage which may arise out of unauthorized persons gaining access.

3.2 Only Customer personnel who have been registered and approved by Green House Data for access to a particular Facility are permitted access to that Facility. Prior to being granted access to a Facility, Customer personnel who are authorized to enter a Facility shall attend an orientation presentation and participate in security procedures required by the Facility. Customer acknowledges that Green House Data may condition access to its Facility by any individual upon that individual signing an agreement to comply with the provisions of the AUP.

3.3 Customer's access to and use of the Facility shall be solely in connection with Customer's utilization of Services and shall be limited to such access as is reasonably necessary for such use. Green House Data may, at any time further regulate access and/or require Customer's personnel to be escorted while in the Facility.

3.4 Customer's right to install or use equipment of any kind in a Facility is subject to Green House Data's approval which shall not be unreasonably withheld. Customer understands that the total weight of Customer's equipment will not exceed the designed structural weight limit of a Green House Data facility: WA 1,000 Lbs., WY, NJ, NY & OR 3,000 Lbs. Customer shall install, maintain and operate all Customer Equipment consistent with industry standards, manufacturer's specifications and the AUP. Customer shall permit Green House Data personnel to inspect the Customer Equipment and all wiring and network connections installed by Customer prior to Customer's operating the Equipment. Customer shall not take any action which would circumvent or

make less efficient or effective any Green House Data monitoring, alarm, sensor, security or other equipment or systems.

3.5 To connect Customer Equipment to the Green House Data network, to other Customer Equipment located in the Facility, or to other network terminations available in the Facility, Customer shall execute a Service Order to use Green House Data provided connection services. Customer will not interconnect Customer Equipment with equipment of other Green House Data customers or solicit any Green House Data customer located in the Facility.

### 4. GREEN HOUSE DATA ACCESS TO CUSTOMER SPACE.

4.1 Green House Data may inspect Customer's Colocation space ("Space") at any time without notice to Customer in order to operate, maintain, and secure the Facility. If, in Green House Data's reasonable judgment, the equipment has malfunctioned or created abnormal or unacceptable conditions, errors or faults in Green House Data's facility, network, systems or Services, Green House Data will notify Customer of the problem and require Customer to remedy it. If Green House Data determines that conditions in the Space constitute an emergency (e.g. if there is a risk to the operation of the Facility, provision of services to Green House Data or others or safety of other equipment or people), Green House Data may immediately disconnect or remove the equipment or other materials prior to such notice to Customer. Green House Data may also disconnect and remove equipment if Customer fails to correct a reported problem promptly upon notice. Once the problem is remedied to Green House Data's satisfaction, Customer may reconnect the equipment.

4.2 Green House Data may change the Cabinet(s) assigned to Customer and the location of Customer Equipment in a Facility, provided that the changes shall be based on Green House Data's reasonable business needs, including the reasonable needs of the other Green House Data customers. Green House Data shall provide Customer with at least thirty (30) days advance written notice of any change in the Cabinet(s) assigned to Customer. Customer shall cooperate in good faith with Green House Data to facilitate such changes. Green House Data shall be solely responsible for any costs and expenses incurred by Green House Data in connection with the relocation of Customer Equipment and will use commercially reasonable efforts, in cooperation with Customer, to minimize and avoid any interruption to Customer's access to the Services.

### 5. GREEN HOUSE DATA'S RIGHTS ON CUSTOMER'S DEFAULT OR AT THE END OF THE TERM.

5.1 If Customer defaults in any obligation to Green House Data under the Agreement, Green House Data may deny Customer access to any Green House Data Facility or require Customer to enter a Facility only in the company of Green House Data personnel.

5.2 Prior to the end of the Term (whether due to early termination or expiration) Customer shall remove all cabling and appurtenances associated with the affected Service Order that were installed in the Facility by or at the direction of Customer and all Customer equipment. If Customer fails to remove all such items, Customer shall pay Green House Data for the cost of removing it. Any Customer equipment





Green House Data Facility at the end of the applicable Term shall incur a storage charge of Fifteen and 00/100 (\$15.00) per day for each item of equipment. Any Customer equipment which has not been removed from a Facility within thirty (30) days of the end of the applicable Term shall be deemed to have been abandoned by Customer, and Green House Data may dispose of or use the Customer equipment without liability to Customer for the value of the equipment or any data contained in it.

#### 6. RISK OF LOSS AND INSURANCE.

6.1. Green House Data shall not be responsible for any loss or damage to any Customer equipment or any other Customer property if the loss is not caused by breach of contract by Green House Data. To the extent Green House Data is liable for any damage to or loss of Customer equipment, such liability shall be limited solely to the lesser of the total contract value for Colocation Services at the affected facility or the then-current replacement value of the damaged equipment located within the affected facility, excluding without limitation the value of any lost data, software, firmware and related labor costs.

6.2. Customer shall keep in full force and effect during the term of any Service Order for Green House Data Colocation Services: (1) comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage and (2) workers' compensation insurance in an amount not less than that required by applicable law.

#### 7. POWER CONSUMPTION

Customer shall not exceed its Contracted Maximum Power Consumption ("CMPC") specified in the Service Order. Green House Data monitors Customer's power consumption. Green House Data will follow its standard practices in notifying Customer if it has exceeded its CMPC. If Customer's power usage exceeds the National Electrical Code (NEC) of 80% utilization for power circuits or its CMPC, Customer will have 30 days to either renegotiate its CMPC or reduce its power usage to a level which does not exceed its CMPC. If Customer's power capacity is not renegotiated or its power usage is not reduced within such 30 day period, then Green House Data may take other action, including charging Customer 150% for such additional power usage at its standard rates or disconnection of Customer's electrical service. If electrical service is metered, Customer agrees to compensate Green House Data for HVAC associated electrical costs (Cooling Percentage). The Cooling Percentage is based off of Customer's overall metered electrical consumption and is stated in the Service Order. Green House Data may pass through to Customer local Utility increases for power at any time during the contract term.

8. NOT A LEASE. Green House Data's provision of Colocation Services shall not be construed to create a lease or a tenant-landlord relationship between Green House Data and Customer. Green House Data's Colocation Services solely permit Customer to have Customer Equipment hosted in a Facility.

#### 9. SERVICE LEVEL AGREEMENT.

9.1. OBJECTIVE. Green House Data strives to obtain a 100% Power availability SLA for Customers with an A-B power circuit configuration in their cabinet(s). Customers who only have a single power circuit to their cabinet(s), Green House Data Power availability SLA is 99.99%. Green House Data shall use commercially reasonable efforts to maintain the temperature conditions and power availability in the Facility where Customer's equipment is colocated consistent with industry standards.

#### 9.2. SERVICE INTERRUPTION

Customer shall be deemed to have experienced a Service Interruption if, as a result of the failure of Green House Data-controlled equipment or personnel, the median temperature probe reading ("Reading") in a Facility exceeds 92 degrees Fahrenheit for at least 30 minutes; or as a result of the failure of Green House Data-controlled equipment or personnel, experiences an unavailability of electrical power to its Space for at least five (5) consecutive seconds not caused by Customer's Equipment. Customer or its contractor.

If then current ASHRAE specifications for data centers establish a maximum operating temperature of greater than 92 degrees Fahrenheit, Green House Data may, at its discretion, use such temperature in lieu of 92 degrees for purposes of this section.

9.3. GREEN HOUSE DATA RESPONSE TO SERVICE INTERRUPTIONS. Green House Data will commence efforts to resolve the Service Interruption within thirty (30) minutes after Green House Data learns of it. If the source of the Service Interruption is within the sole control of Green House Data, Green House Data will attempt to remedy the Service Interruption within one (1) hour of determining the source. If the source involves third parties, Green House Data will use commercially reasonable efforts to promptly notify such third parties and cooperate to resolve the problem.

9.4. CUSTOMER'S REMEDIES FOR SERVICE INTERRUPTIONS. Upon experiencing a Service Interruption, provided that Customer is current on all payments due to Green House Data at the time of the Service Interruption, Customer shall be entitled to obtain the issuance of an out-of-service credit by submitting a request to support@greenhousedata.com within three (3) business day of the Service Interruption. The temperature out-of-service credit for each 24-hour period in which there are one or more Service Interruptions shall be in the amount of one thirtieth (1/30) of the monthly recurring charges paid by Customer for the affected Services governed by this Addendum at the affected Facility. The electrical power out-of-service credit for each 24-hour period in which there are one or more Service Interruptions, not caused by Customer's Equipment, Customer or its contractor, shall be based on the following: 100% SLA is > 0-20 minutes = 5%, 20 minutes to 45 minutes = 10%, 45 minutes to 60 minutes = 25%, more than 60 minutes = 50%. 99.99% SLA is > 0-20 minutes = 0%, 20 minutes to 45 minutes = 5%, 45 minutes to 60 minutes = 10%, more than 60 minutes = 25%. The maximum out-of-service credit a Customer may receive for Service Interruptions affecting any Service in any calendar month shall not exceed Customer's monthly recurring charge for the affected Service governed by this Addendum. Any out-of-service credit shall be applied to the following month's charges for the affected Service. In the event of a Service Interruption, in the





between Green House Data and Customer regarding whether Customer experienced an Electrical Service Interruption, Customer shall provide evidence to Green House Data which establishes the unavailability of electrical power to Customer's Space to Green House Data's reasonable satisfaction. Customer's rights, set forth in this Section to obtain out-of-service credits for a Service Interruption shall be Green House Data's sole liability to Customer for Service Interruptions experienced by Customer.