

Service Offering

Vendor Infrastructure-As-A-Service (“Vendor IaaS”) Service

1. **Vendor IaaS Service** is designed to enable Vendor to have virtual use of and access to:
 - i. create and store a copy of Vendor Product on instances of an operating system on hardware owned or controlled by Provider (each, a “Machine”); and/or
 - ii. Provider software installed on Machines to manage Connections (as defined below) and Cross-Connections (as defined below), in each case, as applicable, for each Provider enabled application port (each, a “Port” and collectively, “Ports”).

In each case of (i) and (ii), for the sole purpose of Vendor offering, licensing, providing access to or making available Vendor Product to Vendor Customers in the Territories subject to Vendor’s compliance with the Agreement.

2. **Additional Services** are designed to enable Vendor to have virtual use of and access to the following, and other services that may be provided by Provider, from time to time, but not listed as a Vendor IaaS Service or an Additional Service:
 - connectivity between hardware owned or controlled by Provider located in 350 E Cermak Road Chicago, IL 60616, 755 Secaucus Road Secaucus, NJ 07094 and 2 Buckingham Avenue Slough SL1 4NB (“Connections”); and
 - cross-connectivity between hardware owned or controlled by Provider located in 350 E Cermak Road Chicago, IL 60616, 755 Secaucus Road Secaucus, NJ 07094 and 2 Buckingham Avenue Slough SL1 4NB and hardware owned or operated by the Vendor, applicable Markets and/or Sources, in each case, located at the same location (“Cross-Connections”).

3. **Vendor Responsibilities.**

Without limiting anything set forth in the Agreement and in addition thereto:

- Vendor is solely responsible for its connectivity to the Services, for securing and maintaining approvals, licenses and authorizations for use of and access to the content of the applicable Source and/or Market and for the Sources’ and Markets’ fees associated with such use and access. Without limiting the foregoing and in addition thereto, Vendor shall comply (and will cause Vendor Customers to comply) with generally applicable industry standards with respect to its use and access to the Services. This Service Offering Vendor IaaS Service is made part of and incorporated into the Vendor Terms and Conditions by and between Vendor and Provider.
- Vendor is solely responsible for any and all support and maintenance of the Vendor Product. Vendor shall provide Provider with a copy of the Vendor Product, as well as any and all updates and modifications thereto, if applicable.
- Vendor is solely responsible for backing up any and all data, software and content it creates, stores, installs, sends or receives on or using Vendor Devices and/or Machines.

- Vendor will not (and will cause Vendor Customers to not) make available, display or transmit, in connection with or using the Services, any system, software, products, services, materials, content, data and/or applications that are not encrypted and Vendor agrees and acknowledges that Provider shall have no liability or responsibility in connection with any system, software, products, services, materials, content, data and/or applications that are not encrypted.
 - Vendor shall ensure that any software, content or data it installs on the Machine and/or on the Vendor Devices is and remains up-to-date and patched with the latest security updates. Vendor shall not (and will cause Vendor Customers to not) introduce any malicious code or other viruses that may impact the Services. Failure to use reasonable care to protect the Machine and/or Vendor Devices may result in a security compromise to the Services and to Provider. A compromised Machine or Client Device including creating network interference may result in Vendor or any Vendor Customer being disconnected from the Services, including so as to not affect other customers of Provider. No service credits will be issued for outages resulting from disconnection due to breached Machine or Vendor Device security or Vendor's or Vendor Customer's failure to comply with any terms and conditions of the Agreement. Vendor is solely responsible for any breaches of the Vendor Devices or Machines. Without limiting any of the rights and remedies of Provider, if Vendor or any Vendor Customers breach any of the terms and conditions of the Agreement (including by creating a security breach for the Services), the cost to resolve any damage to any of the Services including Provider's other customers will be charged directly to Vendor. Interference by Vendor or any Vendor Customers that may cause or is currently causing Services interruption for another customer of Provider may be disconnected immediately.
4. **Restrictions.** Without limiting anything set forth in the Agreement and in addition thereto, Vendor shall not (and will cause Vendor Customers to not):
- i. Introduce any disabling code or malicious code into the Service, any Machine or Vendor Device (example: viruses, worms, Trojan Horses or other executables intended to inflict harm or disable).
 - ii. Create or facilitate security breaches or disruptions of communication or connectivity in the Services. Security breaches include, but are not limited to, accessing content, software or data of which the Vendor is not an intended recipient or logging into a server or account that the Vendor is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, flood pings, email-bombing, packet spoofing, IP spoofing and forged routing information.
 - iii. Execute any form of activity that will intercept content, software or data not intended for Vendor.
 - iv. Circumvent user authentication or security of any password or account.
 - v. Interfere with or deny the Services to any user (example: denial of service attack or distributed denial of service attack).
 - vi. Use any program script/command, or sending messages of any kind, designed to interfere with or to disable, a third party's authorized access to the Services.

- vii. Transmit, distribute or store any data, content, information or material in violation of any Applicable Law or requirements or rights of any Source, Market or any party is prohibited. This includes material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- viii. Obtain or attempt to obtain the Services by any means or device with intent to avoid payment.
- ix. Access or attempt to access Vendor's account or other Services after Vendor's account has been cancelled, suspended or terminated.
- x. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (example: synchronized number sequence attacks) to any user of any services of Provider.
- xi. Use the Services to interfere with the use of any of the services of Provider by other customers of Provider.
- xii. Directly or indirectly interrupt, disturb or interfere with (or attempt to do any of the foregoing in connection with) the relationships of Provider with any Vendor Customers, potential Vendor Customers or customers of Provider.

For the avoidance of doubt, any breach of the foregoing subsections in this Section 4 will be deemed a breach of the Agreement.

Furthermore, Vendor agrees that the following activities are expressly prohibited and will be deemed a breach of the Agreement:

(a) unauthorized attempts by any user to gain access to any account or computer resource not belonging to that user (example: "cracking");

(b) unauthorized access, alteration, destruction, or any attempt thereof, of any information of Sources', Markets', Providers', Provider's other Vendors or users by any means or device.

5. Provider Support. Vendor shall have the right to contact Provider for any technical issues. Provider will exercise reasonable efforts to resolve such issues to the extent such issues are under Provider's control. As part of its internal business operations, Provider monitors the availability of the servers, hardware, and software owned or controlled by Provider and on which Machine is operating. (For the avoidance of doubt, Microsoft and/or its Affiliates will not be responsible for providing any support for Services provided to you by Provider.)

6. Service Level Goal. Provider's goal is to achieve for Vendor 99.9% availability of the servers and hardware owned or controlled by Provider and on which Machine is operating, excluding downtime for emergency maintenance services, downtime for fifteen (15) minutes of routine maintenance on a daily basis and downtime caused by issues outside of Provider's control.

(End of Service Offering

Vendor Infrastructure-As-A-Service.)

Last updated: October 2014