

XO Cloud Drive Service Terms and Conditions

The Services referenced in this exhibit are offered to Customer by XO Communications, Services LLC. These terms and conditions apply to XO's provision and Customer's use of XO Cloud Drive Services (the "Services") and is hereby incorporated into and made part of the XO Cloud Solutions Services Agreement set forth at www.terms.xo.com. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Services Agreement.

1. Service Description. Cloud Drive Service is a cloud file storage service that enables customers to share, sync and collaborate on files or web content that can be accessed on smartphones, tablets, PC's and Mac's.

2. Termination.

(a) **Procedure.** If Customer elects to terminate Service for convenience, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent Service Term, it must provide XO with written notice of its request to disconnect Service(s) at support@xo.com. Such notice must identify with specificity the Service(s) to be disconnected and the requested effective date of disconnection, which date may not be less than thirty (30) days from the date notice is received by XO. Customer may not place a disconnection request more than ninety (90) days prior to an actual disconnection date and will be responsible for all charges incurred up to and including the date of disconnection. Any attempted termination via any other method or approach will not be effective. If Customer elects to terminate Service for convenience, it will be liable for all charges incurred up to the date of disconnections, as well as early termination charges set forth below.

(b) **Termination Rights and Penalties.** Either Party may terminate Customer's subscription at any time for any reason or no reason upon thirty (30) business days written notice to the other Party. Further, in addition to XO's termination rights set forth in the Agreement, XO may immediately terminate the Service upon written notice to Customer if Customer breaches its obligations under the Customer covenant or use restrictions in the End User License Agreement (including, but not limited to, violation of any of the terms, conditions or restrictions in a manner that implicates XO's or its supplier's Intellectual Property rights). If Service is terminated after it has been activated, including termination of Services by XO due to Customer's non-payment of charges due under the Agreement, Customer shall be liable for all charges which Customer agrees is reasonably associated with the service ordering and installation, as well as the monthly recurring charges (MRC) or Cloud Services Commit associated with the Services for the remaining Service Term.

3. Additional Requirement. Customer grants XO permission, to the extent necessary to provide the Service, to administer the Service and take those actions necessary with respect to Customer Content to provide the Service features requested by Customer. Such actions include, but are not limited to sharing, backing up, hosting and displaying Customer's Content.

4. Software License. As part of the provision of the Services, XO will provide Customer with the agent software (the "Software") for installation on Customer's End User's devices. End User's use of the Software is subject to the terms and conditions of the End User License Agreement ("EULA"), which is available within the SyncBlaze application. The EULA is

incorporated herein and it is Customer's obligation to ensure that its End Users comply with the terms of the EULA when utilizing the Service.

5. Customer Responsibilities.

(a) The Service provides features that allow Customer to share its Content with others or to make its Content public. It is Customer's sole responsibility to determine to whom it wishes to share its data or whether to make its Content public; XO shall have no responsibility for Customer's actions.

(b) Customer covenants that it shall not place any Content in the Cloud Drive infrastructure that: (a) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Customer shall defend, indemnify and hold XO and its third party suppliers harmless against any third party claim, action, suit or proceeding alleging any breach of the covenants contained herein.

6. Overage Charges. Pursuant to the terms set forth herein, Customer may use any and all of the Service resources available through the Service in any quantity and configuration chosen by Customer during the Service Term. In the event Customer's actual usage during a billing cycle exceeds the Monthly Commit Charges set forth on the Service Order, overage charges based on the usage rates set forth in the Service Order will apply.