

Colocation Addendum

<https://amico.com/information/legal/colocationaddendum>

Devices (referred to as "Colocated Device" whether one or more) owned by Customer and described in the Service Description part of the Agreement will be accepted by Applied Microsystems for placement in its data center as part of the hardware configuration provided by Applied Microsystems, subject to the terms and conditions set forth below. All services provided by Applied Microsystems in connection with the Colocation Device shall be referred to as "Colocation Services."

A. Colocation Service. The monthly recurring fee for the Colocation Service is specified in the Service Order. The Colocation Service includes the following:

1. Installation in a cabinet predetermined for Customer's configuration;
2. Space in the cabinet;
3. Ventilation and power at the standard voltage supplied for all customers at the data center;
4. A single connection to the network together with a single public IP address which utilizes Network Address Translation on the private side of the required rack-mountable firewall;
5. Power cycling upon Customer's request; provided that the power switch is external and physically accessible, does not require additional attachments, and does not require unlocking physical or logical security mechanisms.
6. Provided that a replacement device ("Spare") has been delivered in accordance with Section D below, at Customer's request, replacement of a failed Colocated Device and shipment to Customer.

The Colocation Service does not include monitoring, patching, back-ups, hardware or software troubleshooting, escalation or software installation, upgrades or downgrades. Customer acknowledges and agrees that Customer is responsible for the configuration, testing, monitoring and management of any Colocated Device.

B. Service Level Agreement. The Service Level Agreement does not apply to the Colocated Device or to any devices provided by Applied Microsystems that have been adversely affected by the Colocated Device or the user interaction with it. Applied Microsystems will not monitor the Colocated Device via PING, monitor services (connecting externally), apply software patches or updates, escalate incidents to vendors, perform backup services, or install or reinstall an operating system.

C. Acceptable Use Policy. Applied Microsystems' Acceptable Use Policy applies to the Colocated Device.

D. Specification Requirements. The Colocated Device and any Spare must be fully compatible with data center specifications for physical space, security, refrigeration and power ("Specification Requirements"), including without limitation:

1. Designed to be natively rack-mountable, and accompanied by mounting hardware that does not alter the manufacturer's intended mounting specifications;
2. Dimensions are not in excess of the physical space available for the configuration in the data center;
3. Weight, including attachments and mounting hardware, is not in excess of that allowed in the data center;
4. Special or external cooling or ventilation systems or any that are based on liquids or gas are not required;
5. Operates normally without any modifications at the standard voltage supplied by the data center;
6. Complies with the acceptable range of power consumption proportional to the required physical space;
7. A rack-mountable firewall (PIX 506 or above) provided and managed by Applied Microsystems protects the configuration;
8. Functions using Network Address Translation behind the perimeter firewall;
9. Is not intended to be deployed in-line between other devices, whether or not such devices are provided by Applied Microsystems;
10. Supports the 10 Base-T or 100 Base-TX Ethernet standards as its main media type for management, operation or any other purpose;
11. Is not intended to be connected directly to another server or collocated device;
12. Network connections are always made to an Ethernet switch operated by Applied Microsystems;
13. To the extent that it is intended for termination of a cross-connected circuit, the requirements and details of such are subject to evaluation and approval by Applied Microsystems;
14. Does not contain any software (unless such software has been permanently disabled), internal hardware or attachment capable of capturing sound, images, video, motion or chemical composition; and
15. Neither the Colocated Device nor any of its components or attachments is capable of receiving or transmitting any type of signal using radio frequency, microwaves, infrared or any other type of wireless carrier signal.

Upon its delivery to the data center, Applied Microsystems may inspect the Colocated Device, including disassembly in its discretion, to ascertain whether all of the Specification Requirements have been met. Unless performed in a grossly negligent manner, such inspection shall be without liability to Applied Microsystems. All references herein to Colocated Device include the Spare, if any.

E. Shipment Requirements. In order for Applied Microsystems to accept the Colocated Device for installation in the data center, all of the following ("Shipment Requirements") must be met by Customer:

1. Components prohibited in Section D must be completely removed from the Colocated Device prior to shipment;

2. The IP address, login, and password must be configured on the Colocated Device prior to shipment;
3. Any Spare must be clearly labeled "Spare" and the IP address, login, and password must be configured prior to shipment;
4. The Colocated Device must be clearly and conspicuously labeled with Customer's Applied Microsystems account number, the Colocated Device number assigned to it by Applied Microsystems, and the number of the Applied Microsystems ticket notifying Applied Microsystems' Inventory Department of the prospective shipment; and

F. Nonconforming Colocated Device. A Colocated Device that does not meet the Specification Requirements and the Shipment Requirements will be returned to Customer at Customer's sole risk and expense.

G. Access to the Colocated Device. Consistent with Applied Microsystems' security controls and procedures, physical access by Customer or Customer's agents to the Colocated Device in the data center is prohibited. The Colocated Device must be accessed via a full management system accessible remotely from the public Internet (or over VPN), and such system must not depend on physical access to the Colocated Device's console or management ports in order for it to be operated. Remote console access services for Colocated Devices, either directly (lights-out interface) or through a network based KVM or a Cyclades-type device are not offered by Applied Microsystems. Should it become necessary to perform administration or maintenance on it, Applied Microsystems will disconnect the Colocated Device and ship it as instructed at Customer's sole risk and expense. Customer represents and warrants to Applied Microsystems that Customer has the necessary expertise to access the Colocated Device remotely and has the knowledge to successfully authenticate and obtain the necessary privileges granting the right to manage it without intervention by Applied Microsystems.

H. Remedy. Customer's sole and exclusive remedy for Applied Microsystems' material failure to provide the Colocation Service described herein shall be to terminate the Colocation Service.

I. Insurance. During the Term of the Agreement, Customer agrees to insure and keep insured the Colocated Device against all manner of loss in an amount not less than replacement cost.

J. Term. This Colocation Addendum shall remain in effect for so long as any Colocated Device is located in an Applied Microsystems data center.

K. Termination. Upon termination of the Agreement, the Colocated Device will be shipped to Customer. In the event that Applied Microsystems receives notification of a claim from a secured party or other third party having a possessory interest in the Colocated Device, Applied Microsystems may, in its sole discretion, terminate the Colocation Service and ship such Colocated Device to Customer. Shipment of the Colocated Device shall be at the expense and risk of Customer and in accordance with Customer's reasonable shipping instructions.