

**Reflected Networks**  
**Supplemental Terms and Conditions:**  
**Edge Application Delivery Network (ADN) Services**

The terms and conditions detailed herein (the "Terms") are provided to Customers who utilize Edge ADN Service delivered by RN (either directly or indirectly through a third party service provider). The Terms are governed by and incorporated into, the Master Products and Service Agreement (the "Agreement") between the Parties.

## 1. GENERAL; DEFINITIONS

### 1.1 Service Description.

Reflected Edge Application Delivery Network is a globally distributed application delivery network, or ADN, that provides a range of application delivery services with observability. These services include advanced security, application and content acceleration, and load balancing for Customer's own internal use only.

### 1.2 Use of RN IP Addresses.

Any IP Addresses assigned to Customer by RN remain the sole and exclusive property of RN, and may be used only in connection with the Edge ADN Services purchased and for the Term specified in an applicable Order Form. In the event, for any reason, Customer discontinues use of Edge ADN Services or RN suspends or terminates Customer's use of Edge ADN Service or the Agreement or relevant Order Form terminates, Customer's right to use the IP Addresses is immediately terminated. On each and every Customer website utilizing RN's IP Addresses and/or Edge ADN Service, Customer must post relevant Customer contact information and a means for any third party to post take-down notices and/or other reports relating to the website, its contents, privacy policy or other terms. If RN receives any third party complaint(s) relating to Customer's website and/or Customer's use of the Edge ADN Service and/or RN's IP Addresses, RN shall be entitled to terminate (in whole or in part, including with respect to any one or more specific web properties) Customer's use of RN's IP Addresses and/or RN's Edge ADN Service.

### 1.3 Definitions.

Unless otherwise defined herein, capitalized terms shall have the definitions attributed thereto in the Agreement.

**ADN** - the application delivery network utilized by RN which consists of the physical hardware, software and networking used to provide the Edge ADN Service.

**Edge ADN Service** – RN's Edge application delivery network service which provides global routing, load balancing, and protection against Threats for Customer applications through a managed reverse-proxy service from one or more selected points of presence to Customer's origin.

**Customer Account Information** - the information Customer provides in connection with RN's Services, including audit logs, and Customer account settings.

**End User Log Files** - the raw logs of End User interactions with the Customer's Internet Properties that RN uses on behalf of the Customer during the course of providing the Edge ADN Service.

**Customer-specific Aggregations** - Customer-specific aggregated information derived from the End User Log Files (including, without limitation, device and IP intelligence, usage analytics, bandwidth consumption, availability performance, rules, and settings) which RN uses to provide certain components of the Edge ADN Service.

**Customer Data** - collectively, Customer Account Information, End User Log Files, and Customer-specific Aggregations.

**Downtime** – a period of time that the Edge ADN Service is not Available, causing Customer's website to be unavailable to its end users for two or more consecutive 5-minute periods (based on RN's measurements, and subject to RN'S ability to independently verify).

**Operational Metrics** - server and network activity data, and observations and analyses derived from traffic data collected by RN in the course of providing the Edge ADN Service.

**Service Data** - collectively, Customer Data and Operational Metrics.

**Threats** - Any attack intended to cause degradation or disruption to Service or exploitation of application or any Service used by the application.

## 2. SERVICE-SPECIFIC TRAFFIC DATA

**2.1 General Operation.** The ADN operates in front of Customer internet properties and collects, analyzes, and logs portions of end user traffic data required to deliver the Edge ADN Service. The data that it collects and derives includes but is not limited to IP addresses (which are logged independent of any other specific Customer or end-user data), ISP data, device information, error tracking, end user request headers and data, Customer application response headers, and end user behavioral metrics. This data is analyzed and used to provide routing, load balancing, analytics, observability, optimization of data science and internal security purposes including protection against threats for the Customer properties.

**2.2 Other Networks.** Customer is responsible for paying any fees, obtaining any required approvals and complying with any Laws or usage policies applicable to transmitting data beyond the RN Network and/or through other public and private networks. RN is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

**2.3 Limitation on Use.** Customer shall not resell or otherwise use the Edge ADN Service for the benefit of any third party unless expressly authorized by RN in writing.

## 3. DISCLAIMER OF REPS AND WARRANTIES

RN makes no representation, warranty or guarantee that the Edge ADN Service will: (A) provide complete security for Customer or any End User; or (B) protect Customer's Internet Properties or any Customer's or End User's Network, files, content, information, data, devices from any attacks, malware, viruses or error-free, continuous operation.

## 4. CUSTOMER INDEMNIFICATION OBLIGATION

Customer shall indemnify, defend and hold RN and its affiliates, licensors, service providers and all of its/their direct and indirect officers, directors, shareholders, managers, members, employees, contractors, agents, successors and assigns from any and all losses, liabilities, damages (including taxes), costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties due to, arising from or relating to claims, demands, actions or threat

of action (whether in law, equity or in an alternative proceeding) arising from or relating to (A) any action or omission of Customer and/or its End Users including any breach of these Terms and/or the Agreement (including, without limitation, RN's AUP and/or Privacy Policy); (B) Customer providing lawful notice to its End Users of RN's use and processing of End User Log Files and Customer-specific Aggregations; (C) unauthorized access to, or use of, the Edge ADN Service by Customer and/or any End User; (E) Customer's or Customer End User's failure to comply with all applicable laws, rules and regulations; (E) content, data or information of Customer or any End User which is delivered, processed or otherwise used in connection with RN's Edge ADN Service.

## 5. LIMITED LIABILITY

IN NO EVENT WILL RN OR ITS AFFILIATES BE LIABLE TO CUSTOMER, ANY END USER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR RELATING TO CUSTOMER'S OR ITS END USERS' ACCESS OR USE OF, OR UNAVAILABILITY OF THE EDGE ADN SERVICE, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THE TERMS BETWEEN CUSTOMER AND RN, WITHOUT WHICH, RN WOULD NOT RENDER ITS EDGE ADN SERVICE.

## 6. SERVICE LEVEL AGREEMENT

Subject to the terms and conditions contained herein, and provided Customer is not in breach or default of the Agreement AND ONLY IN THE EVENT THAT CUSTOMER SUBSCRIBES TO RN'S EDGE ADN SERVICE PURSUANT TO A SPECIFIC ORDER FORM:

6.1 Availability. RN provides an uptime guarantee for Edge ADN Service of 99%. In the event of any Downtime, Customer will be eligible for a service credit equal to one day's worth of the committed monthly recurring charge (if any) paid by Customer for Edge ADN Service specifically (and not relating to any other Services), multiplied by each 24-hour period in which Customer experiences Downtime during a particular month. Notwithstanding anything in this Supplement to the contrary, total credits issued to Customer in connection with Edge ADN Service in any calendar month will not exceed the monthly recurring charges paid by Customer for Edge ADN Service in such month.

6.2 Limitations. Customer will not be entitled to receive any otherwise applicable service credit (including a termination right) if the failure to achieve the SLA results from (a) inaccessibility, erroneous measurements or non-responses of the testing agents; (b) Customer Equipment or Customer act/omission; or (c) an Excused Outage. Service Levels are not valid for customers with geographic restrictions on application delivery or in months in which a Disproportionate Peak occurs. Customer shall not be entitled to service credits under multiple SLAs for a single event or for non-recurring charges, incremental bandwidth usage, and hourly support charges, which are excluded in the calculation of applicable credits.

6.3 RN's suspension or modification of Edge ADN Service in accordance with the terms of this Supplement and/or any applicable Order Form and/or the Agreement shall not be deemed to be a failure of RN to provide adequate service levels under the Agreement. In no event shall Customer be entitled to any credit on its Edge ADN Service charges to the extent that the latency or

Downtime is caused by Customer attempting to exceed the maximum bandwidth of Customer's connection to the RN network or otherwise violating the terms of this Schedule and/or the Agreement

6.4 Exclusions. Customer shall not receive any credits in connection with Downtime or any failure or deficiency caused by or associated, in whole or in part with any of the following:

A. Force Majeure and/or circumstances beyond RN's reasonable control, including but not limited to acts of any governmental body, war, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption of delay in telecommunications or third party services, failure of third party software or hardware, failure or unavailability of Customer's hardware or software or code (or interactions of the foregoing), or inability to obtain raw materials, supplies or power used in or equipment needed for provision of this service level agreement.

B. Failure of local access circuits to the RN Network, unless such failure is caused solely by RN.

C. DNS issues beyond RN's direct control.

D. False SLA breaches reported as a result of outages or errors of any SLA measurement system as opposed to actual Downtime.

E. Acts or omissions by Customer, Customer's agents, Customer's contractors, or Customer's vendors and/or Customer's customer(s) including but not limited to negligence, willful misconduct, breach of RN's AUP or Anti-SPAM Policy, failure to provide RN or its agents adequate access to the facilities, or otherwise causing RN to be unable to meet any of the criteria set out in this SLA.

F. Third party access to the Edge ADN Service via Customer's account or equipment.

G. Scheduled maintenance, emergency maintenance, or necessary network upgrades.

H. Customer's continued use of the Edge ADN Service after RN directs Customer to cease, restrict or otherwise modify its use of the Edge ADN Service, where Customer fails to fully and timely comply with RN's direction.

I. Failure of a beta service, trial service or any Service that is not covered or guaranteed by this Supplement.

J. Termination and/or Disconnection or Suspension by RN for non-payment or other Customer default or breach under the terms of the Agreement.

6.5 Customer Credit Request. Customer must notify RN as specified in the applicable Agreement or Order Form, providing reasonable detail and supporting evidence to document its claim within five (5) business days from the time Customer becomes eligible to receive a credit under this SLA to receive such credit. Customer's request must contain descriptions of the incident, duration of the Downtime, relevant URL(s) and steps taken, if any, by Customer to address the Downtime. Failure to comply with these requirements will forfeit Customer's right to receive a credit. Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges, and similar additional charges. To be eligible for a credit, claims must be received by RN during the billing month following the month in which the incident giving rise to the credit occurs.

6.6 RN Evaluation. RN will use reasonable good faith to evaluate claims submitted pursuant to these Terms and will consider all information provided by Customer to determine eligibility for credit as specified herein.

**7. EXECUTION**

This document may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. This

document may be executed by facsimile and/or e-mailing of executed documents. The Parties have executed this document as of the last date of execution below.

**REFLECTED NETWORKS**

**CUSTOMER**

DocuSigned by:  
 Signature: Michael Paulete  
 Print Name: Michael Paulete  
 Title: Director of Finance  
 Date: 8/19/2022

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_