

SMART HANDS SERVICE DESCRIPTION ADDENDUM

This Smart Hands Service Description Addendum (Addendum) is made a part of the Service Description between Customer and Bluebird which incorporates the terms of the Service Agreement.

1. Definitions

“Billable Time” shall mean the time commencing when the Site Technician begins providing Smart Hands Services and shall cease when Bluebird closes the Ticket for such service rounded up to the next billing increment.

“Bluebird Facility” shall mean Bluebird Data Center or other Bluebird colocation facility.

“Customer’s Authorized Requestor” shall mean an individual authorized by Customer to request Smart Hands Services. Customer shall provide a written list of individuals authorized to initiate a Smart Hands Services TICKET for Customer. No other individuals other than the listed individuals may authorize a TICKET and Bluebird shall refuse to accept any requests from individuals other than the listed authorized individuals. Customer may provide written updates to its list of authorized individuals from time to time.

"Data Center Customer Portal" or "DCCP" means the online application Customer may use to request the Smart Hands Services.

“NOC” shall mean the Bluebird network operations center.

“Smart Hands Services” shall mean the service offerings where a Bluebird Site Technician shall be available to access Customer’s equipment at Bluebird’s Facility upon receipt of a TICKET as set forth in the then current Exhibit A, Smart Hands Services Activities, as Bluebird may update from time to time. For the sake of clarity, Smart Hands Services shall not include any services which require the Site Technician to log in to Customer’s equipment.

“Ticket” is the result of a Customer’s Smart Hands Services request submitted to Bluebird via the Data Center Customer Portal or by sending an e-mail to support@bbdcs.com.

“Site Technician” shall mean the Bluebird technician responsible for providing Smart Hands Services.

2. Services

2.1 Bluebird offers Smart Hands Services in the packages set forth in Exhibit B.

2.2 In the event Bluebird and Customer have not signed a Service Order for a Smart Hands Services package Customer may request services in accordance with the Ad Hoc Hours set forth in Exhibit B by submitting a TICKET in accordance with Section 3 below.

2.3 Bluebird will only provide Services requested by Customer upon receipt of a properly completed Smart Hands Services request for which Bluebird has issued a Ticket.

3. Ticket Process

3.1 The Customer will initiate a Smart Hands request by creating a ticket using the Data Center Customer Portal, via e-mail to support@bbdcs.com or via the portal’s web interface accessible at <https://portal.bbdcs.com/>.

3.2 Billable time will be recorded within each ticket, and visible to customer upon accessing the Data Center Customer Portal or by requesting a summary of incurred billable time to the Data Center staff.

3.3 Work will be performed by Site Technician with instructions provided by Customer within each ticket.

3.4 Once the requested Smart Hands Services are complete, the Site Technician will close the Ticket. Other reasons for closing the Ticket may include without limitation: the Site Technician has completed the requested Smart Hands Services, the Site Technician cannot complete the requested Smart Hands Services or has, in the sole opinion of the Site Technician, done all that can be done, Customer has cancelled the requested Smart Hands Services in accordance with Section 6.2 below, Bluebird has, in its sole discretion which may include any reason or no reason, decided to return the issue to Customer, or the request is otherwise resolved.

3.5 Termination of a Smart Hands request. Customer may terminate a Smart Hands request at any time by contacting the Data Center staff and requesting same, according to the applicable policies and procedures then in effect. Customer will be billed for Billable Time incurred through the time termination of the Smart Hands request is received by the Data Center staff.

4. Rates, Billable Time, and Billing

4.1 Smart Hands Services performed in accordance with the rates described in Exhibit B.

4.2 Billable Time for Smart Hands Services performed by a Site Technician shall be calculated in fifteen (15) minute billing increments rounded up to the next 15- minute billing increment.

4.3 Customers with a Smart Hands Services package shall be billed in advance monthly. Hours exceeding the monthly allotment shall be billed in arrears based on the Billable Time at the applicable Ad Hoc Hours rate.

4.4 Customers using Ad Hoc Hours shall be billed in arrears based on the Billable Time at the applicable Ad Hoc Hours rate.

5. Performance, Operating Standards; Access

5.1 Performance Standards. Bluebird's personnel will use commercially reasonable efforts to perform the Remote Hand Services. Bluebird reserves the right to decline and/or terminate any TICKET in its sole discretion. All Remote Hand Services are subject to availability of a Site Technician. Bluebird does not warrant or guarantee any services provided hereunder, or that performance will occur within any specific timeframe.

5.2 CUSTOMER'S RIGHT TO TERMINATE AN SMART HANDS REQUEST SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF AN INABILITY TO PROVIDE THE SMART HANDS SERVICES, ANY FAILURE TO PERFORM THE SMART HANDS SERVICES AS REQUESTED BY CUSTOMER, OR ANY RELATED ACTS OR OMISSIONS.

5.3 Access. Customer agrees that in Bluebird's performance of the Smart Hands Services, Customer does not permit Bluebird, provide Bluebird access to, or provide Bluebird the means to access Customer's content which may be stored in Customer equipment on the Bluebird premises. Customer retains full responsibility for the encryption and security protection of its content residing in or transmitted by Customer equipment included, without limitation to, any cross-connects.

Exhibit A

Smart Hands Services Activities

SERVICE DESCRIPTION – The information below refers to commonly requested actions customers request pursuant to this Addendum. Requests for services other than those listed below will be reviewed by the data center Facility Manager and pricing will be quoted to Customer.

SERVER REBOOTS: Restarts or power cycling of customer equipment for maintenance or troubleshooting purposes at customer's request.

SERVER HARDWARE INSTALLATION: Customer server swap outs

EQUIPMENT INSTALLATION: Assistance in installation of equipment ("rack and stack"). A written request with detailed instructions must be provided for all equipment installation activities.

RECEIVING: A storage fee will be charged for items stored for more than 2 weeks.

CUSTOMER-REQUESTED AUDITS: Typical audit requests include cross-connect audits, tracing cross-connects, port audits, power audits and equipment location verification.

Exhibit B

Smart Hands Plans	MRC	Hours Included	Effective Hourly Rate
Ad Hoc Hours - M-F 8-5		No plan - As needed	\$150/hr
Ad Hoc Hours - Evenings, Holidays & Weekends		No plan - as needed	\$175/hr
Annual Bucket of hours	\$4500 or \$375/mo	50	\$90/hr
(Can be used any time)	\$2500 or \$208/mo	25	\$100/hr
Month to Month	\$625/month	5 hr/month	\$125/hr