



CONVERGE ENTERPRISE CLOUD (“CEC”) TERMS

REV 2025-07-21

These Converge Enterprise Cloud Terms (“CEC Terms”) set forth the additional terms and conditions that apply to Pellera’s performance of data center and hosting services delivered out of a Pellera data center as further specified in a Statement of Work (“CEC Services”). These CEC Terms supplement the Professional Services Terms or other effective written agreement in place between Pellera and Client governing Pellera’s performance of managed services (the “Agreement”). These CEC Terms, together with the Agreement, exclusively govern Pellera’s provision of CEC Services. In the event of a conflict between these CEC Terms and the Agreement, these CEC Terms shall prevail.

1. DEFINITIONS

- a) “Active Cloud Resource”: A Cloud Resource provisioned and consumable by Client for a minimum contractual Service Term greater than one (1) calendar month. The Minimum Contracted Quantity of a Cloud Resource shall be invoiced per calendar month, even if the Actual Quantity consumed and subsequently measured is less. If the Actual Quantity consumed and subsequently measured is greater than the Minimum Contracted Quantity, then the Actual Quantity shall be invoiced.
- b) “Actual Quantity”: The actual quantity of units utilized and measured each calendar month during the applicable invoice period.
- c) “CEC Data Center”: A physical data center location for delivering CEC Services. A list of locations is set forth below:

Abbreviation	CEC Data Center Location
LEX	Lexington, Kentucky, USA
ORD	Chicago, Illinois, USA
LAS	Las Vegas, Nevada, USA
AGC	Agora, California, USA
NOR	Norcross, Georgia, USA
CLT	Charlotte, North Carolina, USA

- d) “Client Environment”: Shared and/or Dedicated Infrastructure components provisioned by Pellera to deliver the CEC Services in scope of Client’s active SOW(s).
- e) “Client Equipment”: Equipment owned or leased by Client that is delivered to a CEC Data Center for use in connection with the CEC Services.
- f) “Cloud Resource”: A specific compute resource type such as vCore, Core, CPW, vRAM, RAM, storage, software licensing, etc. that is provisioned by Pellera to deliver a CEC Service to Client.
- g) “Cloud Resource Consumption Measurement Frequency”: The frequency at which the Cloud Resource consumption is measured (e.g., hourly, daily, weekly, or calendar monthly). Client shall be invoiced for the number of hours, days, weeks, or calendar month of consumption occurring within a calendar month. By default, CEC Services have a frequency of a whole calendar month, unless explicitly defined in a CEC service description (e.g. CEC-IaaS-Platform-Intel, and CEC-IaaS-Platform-Networking bandwidth).
- h) “Cloud Resource Pool”: A set of Cloud Resources allocated by Pellera to deliver a CEC Service to Client.
- i) “Dedicated Infrastructure”: Pellera and/or Client infrastructure is physically or logically partitioned into Client Resource Pools and not shared amongst Pellera’s clients.
- j) “Emergency Maintenance”: Reactive, unplanned, critical, and urgent maintenance activities performed on infrastructure located in a CEC Data Center to ensure the availability and performance of CEC Services.
- k) “Hypercare Fee”: A one-time fee applicable to the initial Service Term only and covers the charges applicable to the period between the Service Go Live Date and the Service Start Date.
- l) “Minimum Contracted Quantity”: The minimum number of units identified in the section *Pricing Summary*.
- m) “NRC”: A one-time fee for a service identified in the section *Pricing Summary*.
- n) “OnDemand Cloud Resource”: A Cloud Resource provisioned and consumable by Client for a contractual Service Term equal to one (1) calendar month. The Actual Quantity consumed and subsequently measured shall be invoiced per calendar month.
- o) “Pellera Equipment”: Equipment owned or leased by Pellera to deliver the CEC Services, including but not limited to server, storage, network hardware, and software.
- p) “Recurring Charges”: A charge that repeats in accordance with the frequency noted in the section *Pricing Summary*. The Recurring Charge is the subscription service’s Quantity multiplied by its Unit Price.
- q) “Reserved Cloud Resource”: A Cloud Resource that is committed by Pellera to Client for future OnDemand Cloud Resource consumption. The Minimum Contracted Quantity of the Reserved Cloud Resource shall be billed per calendar month. Once actually consumed and measured, the OnDemand Cloud Resource fees shall apply.
- r) “Service End Date”: The Service Start Date plus the Service Term until 11:59 PM EST of the last day of the Service Term. For a One-Time service in the *Pricing Summary*, the “Service End Date” shall be defined as the date the service was delivered and accepted, according to section *Delivery*.
- s) “Service Go Live Date”: The date a service was delivered and accepted, according to the section *Delivery*.

- t) “Service Start Date”: The first (1st) of the calendar month following the Service Go Live Date. For each auto-renewal period, the renewal Service Start Date shall be the previous Service End Date plus one (1) day, commencing at 12:01 AM EST. For a One-Time service in the *Pricing Summary*, the “Service Start Date” shall be defined as the date of execution of the applicable SOW.
- u) “Shared Infrastructure”: Pellera infrastructure that is shared amongst Pellera’s clients but logically partitioned into Client Resource Pools.
- v) “Standard Maintenance”: Proactive and planned maintenance activities performed on infrastructure located in a CEC Data Center used to deliver the services.
- w) “TCV”: The total contract value of a service in the section *Pricing Summary*. When Recurring Charges apply, TCV is equal to the sum of all Recurring Charges multiplied by the Service Term.
- x) “Term,” “Service Period,” and “Service Term”: The minimum number of calendar months a service shall be delivered to Client.
- y) “Unit Price”: The price for each unit noted in the section *Pricing Summary*.

2. CALCULATIONS

- a) Subscription Service Recurring Charges. The invoice charge for the Minimum Contracted Quantity will be the same each invoice period based on the subscription service’s Recurring Charge, as stated in the section *Pricing Summary*; provided, however, that the Actual Quantity of that service delivered and measured each calendar month during the invoice period is equal to or less than the Minimum Contracted Quantity. If the Actual Quantity exceeds the Minimum Contracted Quantity, the Recurring Charge shall equal the Unit Price of the subscription service multiplied by its Actual Quantity. An increase in the Minimum Contracted Quantity of a subscription service shall be according to the section *Change Order Request Procedure*. Furthermore, unless otherwise noted in the section *Pricing Summary*, an NRC shall be invoiced that is equal to the Unit Price of the subscription service multiplied by the increase in its quantity above the Minimum Contracted Quantity.
- b) Estimated or OnDemand Subscription Service Recurring Charges. When a subscription service in the section *Pricing Summary* is explicitly noted as “OnDemand” or “Estimated” with a quantity greater than zero, the Recurring Charge in the section *Pricing Summary* is an estimate only. The invoiced Recurring Charge is equal to the Unit Price of the subscription service multiplied by its Actual Quantity delivered and measured each calendar month during the invoice period. An OnDemand or Estimated subscription service can be decreased without a termination fee and without using the COR Form (as detailed in the section *Change Order Request Procedure*).
- c) Fixed One-Time Service NRCs. When a One-Time service in the section *Pricing Summary* has a quantity equal to one, then the NRC is a fixed fee. The NRC shall be invoiced in advance unless milestone payments are documented in the section *Pricing Summary*.
- d) Estimated One-Time Service NRCs. When a One-Time service in the section *Pricing Summary* is explicitly noted as “Estimated”, then its quantity (e.g., hours or days) is an estimate only. The invoiced NRC is equal to the Unit Price of the Estimated One-Time service multiplied by the Actual Quantity delivered and measured each calendar month during the invoice period.
- e) Rate Card Subscription Service Recurring Charges. When a subscription service in the section *Pricing Summary* is explicitly noted as “Rate Card” and has a quantity equal to zero, then its Service Term is defined as month-to-month and its invoiced Recurring Charge is equal to the Unit Price of the Rate Card subscription service multiplied by the Actual Quantity delivered and measured each calendar month during the invoice period. Furthermore, unless otherwise noted in the section *Pricing Summary*, an NRC equal to the Unit Price of the Rate Card subscription service multiplied by the Actual Quantity delivered and measured each calendar month during the invoice period. A Rate Card subscription service may be decreased without a termination fee and without using the COR Form (as detailed in the section *Change Order Request Procedure*).
- f) Rate Card One-Time Service NRCs. When a One-Time service in the section *Pricing Summary* is explicitly noted as “Rate Card” with a quantity equal to zero, then the NRC is equal to the Unit Price of the Rate Card One-Time service multiplied by the Actual Quantity of the service delivered and measured each calendar month during the invoice period.
- g) Retainer Service NRCs or Recurring Charges. For a service in the section *Pricing Summary* that is explicitly noted as “Retainer.” If the Retainer service has an NRC, it shall be invoiced in advance. The “Retainer Hours” are the total hours available during the Service Term and can be requested by Client as needed during the Service Term. If the Retainer service has a Recurring Charge, it shall be invoiced in arrears for each invoice period, unless otherwise noted in the section *Pricing Summary*. Client shall use the section *Change Order Request Procedure* to request additional Retainer Hours. At the end of the Service Term, any unrequested and unconsumed Retainer Hours are forfeited.
- h) Hypercare Fee. When applicable, the Hypercare Fee is calculated using the Service Start Date minus its Service Go Live Date divided by the number of days in the calendar month where the Service Go Live Date occurred and then multiplied by its Recurring Charge.
- i) When a subscription or a One-Time service in the section *Pricing Summary* can be requested and delivered by Client without Pellera involvement (i.e., “Self-Service”), the sections *Change Order Request Procedure* and *Delivery* do not apply, and Client shall be invoiced by Pellera once consumption of the service is measured.

3. CHANGE ORDER REQUEST PROCEDURE

A Change Order Request (“COR”) to the applicable SOW shall be documented using one of the following methods, depending on the change type:

- a) Changes to Services. Except for changes requested and delivered via Self-Service, changes to services in the section *Pricing Summary* shall occur according to this section. Decreasing the Minimum Contracted Quantity of a service may incur a termination fee.
- b) Service Request Form: A change that: (i) increases the Minimum Contracted Quantity of a service in the section *Pricing Summary*, or (ii) adds a new project or consulting One-Time service not in the section *Pricing Summary* but is related to the scope of the services of this SOW (e.g. install additional Client equipment, upgrade or decommission Client equipment) shall use a service request ticket in Pellera’s ticketing system to document the scope and pricing of the change with authorized e-approval from both Parties prior to execution. If Client’s procurement and approval policies and procedures do not support this method, Client may then use the COR Form.
- c) COR Form: A change that: (i) decreases the Minimum Contracted Quantity of a service in the section *Pricing Summary*; (ii) adds a subscription service that is not in the section *Pricing Summary* but is related to the scope of the services of this SOW; (iii) removes completely a service from the section *Pricing Summary*; or (iv)



otherwise, modifies the terms and conditions and service descriptions of this SOW, shall use Pellera's COR Form to document the scope and pricing with authorized signatures from both Parties prior to execution.

- d) SOW Form: A change will require a new SOW if it: (i) adds a service not in the section *Pricing Summary* and its scope is not related to the services of this SOW; or (ii) consolidates this SOW, its CORs, and other mutually agreed upon changes upon renewal of this SOW.

4. DELIVERY

- a) For each service in the *Pricing Summary*, the Service Go Live Date, acceptance test plan and criteria, and subsequent invoicing are subject to a mutually agreed upon project plan that shall be defined after the SOW is signed by both Parties (and for subsequent CORs). Client shall propose Service Go Live Dates for each service no later than one (1) month of the date of SOW execution to ensure timely planning and delivery of each service. All Service Go Live Dates (including subsequent changes thereto) require the mutual agreement of both parties.
- b) Both Client and Pellera shall regularly attend project meetings and perform their assigned project tasks according to the mutually agreed upon project plan. Any potential or actual delays in the delivery of a party's assigned project tasks shall be escalated as soon as possible to the other party for resolution.
- c) Upon delivery of all or a portion of a service by Pellera, Client shall perform its acceptance test. The delivery of a service is deemed accepted and invoiceable if Client either: (i) provides written acceptance within fifteen (15) days of the delivery date; or (ii) fails to provide written acceptance or rejection (with written punch list) within fifteen (15) days of the delivery date.
- d) When the delivery of a portion of a service is mutually agreed upon and subsequently delivered and accepted (i.e., the Actual Quantity of the service delivered is less than its Minimum Contracted Quantity, as defined in the *Pricing Summary*), Pellera shall prorate the first invoice after delivery to the Actual Quantity delivered. Any subsequent increases in the Actual Quantity of the service delivered shall be reflected in future invoices.
- e) If a service could not be fully delivered by Pellera within six (6) months from the date of SOW execution (or mutually agreed upon extension thereof) where the delay in delivery is directly attributable to Client performance, the Minimum Contracted Quantity of the service shall be invoiced by Pellera for the remainder of the service Term.

5. SOC 2 RECORDS

- a) SOC 2 Type 2 Audit Report. Client may request a copy of Pellera's SOC 2 Type 2 Audit Report no more than once per calendar year. Pellera does not warrant or represent that the audit report meets Client's specific compliance standards or regulatory requirements.

6. POLICIES

- a) Client hereby accepts Pellera's Acceptable Use Policy, which may be updated from time to time, and is located online at: <https://pellera.com/acceptable-use-policy/>.
- b) Client hereby accepts Pellera's Privacy Policy, which may be updated from time to time, and is located online at: <https://pellera.com/cec-privacy-and-cookies-policy/>.
- c) Client hereby accepts the Pellera's CEC Supported Software Versions List, which may be updated from time to time, and is located online at: <https://pellera.com/cec-supported-software-versions-list/>.

7. DATA CENTER INFORMATION SECURITY SAFEGUARDS

- a) **Compliance**. Client is responsible for compliance with all regulations applicable to Client data and ensuring CEC Services adequately support Client requirements. Information regarding technical safeguards applicable to the CEC Services is available upon request. Client must notify Pellera in the applicable SOW of any geographical restrictions or specific technical safeguards applicable to Client data. Pellera will not access or disclose Client data except as contemplated by the scope of services, or as necessary to comply with applicable law or a government issued warrant. Unless it violates the law or a government issued warrant, Pellera will provide notification to Client of any formal, legal requests to provide Client Data. Client is responsible for the security and use of Client's credentials issued as part of the CEC Services, including all access to and use of the Client Environment through such credentials.
- b) **Client Data Encryption**. Client shall encrypt all Client data (in-flight or at-rest) that is considered sensitive or must be treated confidential under state, federal law, compliance standards or regulations, or other contractual obligations. Client is responsible for maintaining all encryption keys. Client data encryption is the responsibility of the Client unless additional services are purchased by Client from Pellera.
- c) **Client Data Backup and Recovery**. Pellera shall not provide data backup or disaster recovery services to Client unless additional services are purchased by Client from Pellera. Client is encouraged to establish their own contingency plan to address restoration of Client Environment components not in scope of the services.

8. DATA CENTER EQUIPMENT

- a) Each Party retains all rights, title, and interest in and to its respective equipment. Client is responsible for risk of loss of any Client Equipment, including obtaining any insurance necessary to protect against loss or damage to Client Equipment. Installation of Client Equipment shall be performed by Pellera personnel in one of its data centers and the costs of such installation, if applicable, shall be responsibility of Client. Client represents and warrants that it owns, or has the authority to use, and is entitled to grant Pellera the right to use, all Client Equipment, and that all Client Equipment will be in good condition and proper working order. Client represents and warrants that it holds a valid and legal software license for all software provided by Client and grants or passes through to Pellera the right and authority to use any such software as needed to provide the services pursuant to the terms of the SOW.
- b) On Shared Infrastructure, the Client Environment is logically separated from other client environments. Client Equipment and/or Dedicated Equipment noted in the applicable SOW will not be shared with other clients.

- c) Client is solely responsible for all third-party applications hosted on Pellera Equipment. Pellera shall not be liable for any software licensing, upgrades, troubleshooting, decommissioning, or configuration changes for such third-party applications and/or any costs or subscription fees associated therewith unless additional services are purchased from Pellera. Client acknowledges that, from time to time, third-party application licensors/manufacturers may request Pellera to provide inventory and/or usage reports concerning Client's third-party applications hosted on Pellera Equipment, and Client hereby expressly consents to Pellera complying with such requests. Client is solely responsible for, and Pellera disclaims all responsibility with respect to, Client's compliance with usage metrics, terms, and conditions established by third-party application licensors/manufacturers pertaining to third-party applications.
- d) If Client makes changes to the Client Environment that adversely impact the availability and performance of the Client Environment, Pellera shall be released from all service level performance obligations of the services delivered on the Client Environment and any work performed by Pellera to bring the Client Environment back to normal operations shall be billable to Client.
- e) Upon conclusion of a service, all Client Equipment in scope of the terminated service shall be removed from the CEC Data Center at Client's expense.

9. DATA CENTER MAINTENANCE

- a) From time to time, Pellera may schedule data center maintenance activities to change, update, or upgrade equipment used to provide the services. In such event, the following provisions shall apply. Pellera shall use best efforts to minimize the impact of Standard and Emergency Maintenance on the availability or performance of the services.
 - a. **Standard Maintenance.** All Standard Maintenance activities are performed no more than once per calendar month and are documented and approved according to Pellera's change management process. Standard Maintenance is performed between 5pm Friday through 11:59pm Sunday, local time of the data center where the Standard Maintenance activity will be performed.
 - i. **Maintenance Notification.** Pellera will endeavor to provide five (5) business days advanced written notification if any of the Standard Maintenance activities could impact the availability or performance of the Client Environment. Client can then perform any preparation steps it deems necessary prior to performance of Standard Maintenance (e.g., shut down systems and/or software applications in the Client Environment), and then perform any recovery steps it deems necessary after resumption of the service (e.g., restart system or software application, or test user application access).
 - ii. **Standard Maintenance Exceptions.** All business-critical periods when Client would like to avoid performance of Standard Maintenance shall be agreed to in the applicable SOW ("Standard Maintenance Exceptions"). Pellera shall use its best effort to honor Client's Standard Maintenance Exceptions. However, Client agrees and accepts that Pellera may not be able to honor Client's Standard Maintenance Exceptions when performing Standard Maintenance on Shared Infrastructure.
 - b. **Emergency Maintenance.** All Emergency Maintenance activities are performed as required and are documented and approved according to Pellera's change management process. Where practical, Pellera shall endeavor to perform Emergency Maintenance outside normal business hours (Monday – Friday 8am to 5pm local time of the applicable CEC Data Center). However, Client understands and accepts that some Emergency Maintenance, due to criticality and urgency, may have to be performed during normal business hours.
 - i. **Maintenance Notification.** Pellera will endeavor to provide advanced written notification to Client if Emergency Maintenance impacts the availability or performance of the Client Environment. However, Client agrees and accepts that advance written notification may not be provided in all circumstances. Where possible, Client shall receive written notification with the details and justification of the Emergency Maintenance activity.