

Addendum: Abtech Colocation Services Agreement

This ABTECH COLOCATION SERVICES AGREEMENT is made between Abtech Technologies, Inc. and any of Abtech's subsidiaries, DBAs, agents, successors, or parent companies ("Abtech") and Client and any of its subsidiaries, DBAs, agents, successors, or parent companies ("Client") to establish the specific terms and conditions that govern the Service relationship between both parties.

Upon mutual written consent, Client and Abtech may add Amendments, Exhibits, and Schedules (each an "Addendum" and collectively "Addenda") that define more specific services and additional terms and conditions as Client and Abtech agree to. This Abtech Colocation Agreement and any Addenda (collectively "Colocation Agreement") shall automatically (whether or not explicitly stated) incorporate by reference, as if fully set forth herein as a full and binding part of this Colocation Agreement, the Abtech Master Services Agreement ("MSA").

1. DEFINITIONS

The definitions in this section shall apply to this Colocation Agreement. Any capitalized term used but not defined herein shall have the meaning as set forth in the MSA.

- **Abtech Equipment:** any equipment provided and operated by Abtech to provide the Services. Such equipment may be located inside or outside the Equipment Space.
- **Abtech Network:** that portion of the network Services beginning at the ingress port of Abtech Equipment used to provide network Services, and ending at the egress port of Abtech Equipment used to provide network Services.
- **Authorized Contract Administrator ("Administrator"):** Client designated administrator who may make changes to this Colocation Agreement or request, authorize, and commit Client to projects outside of the scope of this Colocation Agreement.
- **Client Environment:** Any unique intellectual property, including but not limited to operating systems, databases, applications, updates, tools, diagnostics, firmware, patches, fixes, and documentation thereof which is owned by Client or for which Client is the licensee and is accepted by Abtech to load on Hosted Environment to provide Colocation Services.
- **Client Data:** all information stored, maintained, received or transmitted by Client using the Services.
- **Client Equipment:** any equipment provided by Client in connection with the MSA, whether or not owned by Client.
- **Client Port:** the egress port on Client Equipment connecting to Abtech Equipment used to provide network Services.
- **Cloud Services:** Services related to an information technology system, operated, maintained, and housed by Abtech, which is comprised of software and hardware including data storage, physical computing equipment (hosts), and networking components used to provide Services to Client.
- **Colocation Services:** Services related to the storage of Client Equipment in the Equipment Space, including space and power as set forth on the applicable Service Order for its own internal use.
- **Colocation Services Technology:** Technology such as software, hardware, appliances, operating systems, firmware, patches, fixes, documentation, databases, updates, tools, diagnostics, cloud services, or hosted hardware that is owned or licensed by either Abtech or Abtech technology partners that Client is granted a right to use for the duration of this Colocation Agreement.
- **Dispute:** any controversy or claim arising out of or relating to the conduct of the parties under, or the interpretation of the terms, conditions or provisions of, the MSA.
- **Effective Date:** with respect to the MSA or any Service Order, the first date that the MSA or Service Order has been signed by both Abtech and the Client.
- **Equipment Space:** the designated area within the Facility that Client may access and use.
- **Facility:** the Abtech or Abtech partner data center(s) where the Client Equipment is located, for Colocation Services, and where Abtech Equipment containing Client Data is located, for Cloud Services.
- **Managed Services:** those additional information technology and network/data transport Services set forth in a Service Order.
- **Monthly Management Charge (MMC):** Monthly fee paid to Abtech by Client in consideration of Colocation Services and detailed in Schedule A.
- **Onboarding Document:** A detailed document produced by Abtech that itemizes hardware, software, schedules for service delivery (including but not limited to patch, downtime, and backup windows), site access data, escalation plan, etc. Once completed, the Onboarding Document will become part of this Colocation Agreement and will supersede the Schedule B to define the combined Client Environment and Colocation Services Technology.
- **Period of Maintenance:** The designated time during the day in which Authorized Users shall make Service Requests and within which Abtech shall deliver Colocation Services.
- **Project:** Any service beyond that detailed in Schedule A: including but not limited to backup validations and restoration of data. Projects are not part of the Colocation Services and are invoiced to Client separately.
- **Regulated Client Data:** any Client Data that is personally identifiable information ("**PII**"), protected health information ("**PHI**") or otherwise subject to legal or regulatory requirements.
- **Service Order:** an Abtech document entitled Service Order or a Client purchase order that incorporates in full as if fully set forth therein and Abtech Service Order.
- **Service Request:** A request made by an Authorized User to Abtech for the delivery of Colocation Services. Such Service Requests shall be made through the Abtech toll free service request telephone number, via email sent to the Abtech Helpdesk email account, or via the Abtech Client Portal.

2. SERVICE DESCRIPTION

2.1 In consideration of Client's payment of the Monthly Management Charge, Abtech shall provide and perform the Colocation Services for the Client Equipment listed in Schedule B.

2.2 Access and Use. Starting on the applicable Start Date for the Services providing for use of the Equipment Space, Abtech hereby grants the Client a limited, revocable as provided in this MSA, license to install and operate, maintain and access, as well as transmit and receive to and from, the Client Equipment within the Equipment Space. At all times during the applicable Service Term, Client will be entitled to access and use the Equipment Space only for placement, operation and maintenance of computer equipment, telecommunications or Internet access equipment. Abtech will have the right to access the Equipment Space as reasonably required to provide the Service (including, without

limitation, Service installation and Facility maintenance). Client will install and maintain the Client Equipment in a reasonable and professional manner that does not adversely impact the operations of Abtech or other Abtech Clients. Abtech, in its reasonable discretion, may require that Client and any of Client's agents be escorted when they are in the Facility, and may suspend Client's access as directed by partner or government order (including without limitation law enforcement, court or regulatory order) or emergency responders or, in Abtech's reasonable discretion, as may be required to prevent injury or illness to persons or damage to property.

20. **SERVICE AGREEMENT.** The parties acknowledge and agree that this MSA is a service agreement and is not intended to, and will not constitute, a lease, sublease or easement. With respect to Colocation Services, Client is hereby granted only a revocable license to occupy the Equipment Space and Client has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances. Except as set forth in Section 26 ("Assignment or Transfer"), Client further agrees that none of the MSA or any interest created herein may be assigned, subleased, mortgaged, encumbered, or otherwise transferred by any act or omission on the part of Client, directly or indirectly, to any third party.

3. SUITABILITY OF HOSTED ENVIRONMENT

3.1 In order for Client Environment to qualify Colocation Services, some minimum standards may apply. Such standards shall be discussed before and during Onboarding. Items in the Client Environment that do not meet these standards will be identified, presented to Client, and Abtech and Client shall determine if the device will be provided the Colocation Services on a good faith basis or not.

3.2 Should the Client Environment not meet the minimum standards, all Colocation Services shall be performed on a good faith effort basis. Abtech shall make no guarantees regarding the ability of Abtech's engineers or technologies to provide Colocation Services to any item of the Client Environment that does not meet the minimum standards. Abtech's may be required to, and without breach, delay in providing Colocation Services for any item in the Client Environment that does not meet these minimum standards until such minimum standards are met and after which Colocation Services on those items will resume.

3.3 Client shall provide Abtech full and free access to Client Environment both physically and remotely. Client agrees that any restrictions regarding full and free access to Client Environment or installation of managed service technology may hinder Abtech's ability to perform Colocation Services and that any Colocation Services provided to Client Environment with such restrictions shall be performed on a good faith basis. Abtech may be required to, and without being deemed to be breach, delay in providing Colocation Services on any part of the Client Environment with restricted access until such access is given and after which Colocation Service on those items will resume. Abtech shall make no guarantees regarding the ability of Abtech's engineers or technologies to back up any part of the Client Environment that is considered to be restricted.

3.4 Insurance. Client shall procure and maintain, at Client's sole cost and expense, the following minimum insurance coverage during the Term and, with respect to any claims-made policies, continuing until one (1) year after the end of the Term: (i) Workers' Compensation in an amount not less than that prescribed by statutory limits; (ii) Employer's Liability with limits of not less than \$1,000,000 per occurrence; (iii) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate; (iv) Auto Liability with a combined single limit of not less than \$1,000,000 per occurrence or, if Client does not provide automobiles to its personnel, Client must require each of its personnel driving to the Abtech Facility to maintain personal auto liability insurance in an amount not less than \$100,000; (v) "All Risk" Property insurance covering all of Client's Equipment collocated in any Facility in an amount not less than its full replacement cost, as well as business interruption coverage; and (vi) Cyber Breach Liability Insurance in an amount not less than \$1,000,000. Client's Commercial General Liability and Auto Liability policies shall be endorsed to show Abtech (and any underlying property owner, as requested by Abtech) as an additional insured, and must contain provisions providing that such insurance is primary insurance insofar as Abtech and Client are concerned, with any other insurance maintained by Abtech being excess and noncontributing with the insurance required of Client.

3.4.1 Client shall either require any contractor entering the Equipment Space on its behalf to procure and maintain the same types, amounts and coverage for Workers' Compensation, Employer's Liability, Commercial General Liability Insurance and Auto Liability as are required of Client, or add such contractor as an additional insured on such policies of Client.

4. EXCLUDED SERVICES

4.1 Service rendered under this Colocation Agreement does not include any service not explicitly stated in Schedule A, including but not limited to the following out of scope tasks:

- a) Any service is the result of a change of the Client Environment including but not limited to hardware or software installations, relocations, moves, or adding more storage or servers, service or repair made necessary by the alteration, upgrading, configuration, or modification of Client Environment by Client, manufacturer, or any other party including Abtech.
- b) Services to any user, equipment, software, or location that is not included in Schedule A.
- c) Consumable supplies including but not limited to batteries of any sort, toner, toner cartridges, ink, ink cartridges, pens, ribbons, paper goods, film and vellums, tape, tape cartridges, floppy disks, removable hard discs, and CD-ROMs;
- d) Relocating, installing, or upgrading system(s) or equipment not owned or licensed by Abtech; installing, upgrading, configuring, or training for software packages or programs;
- e) Non-standard configurations. Only standard systems as determined by the OEM will be maintained. Any 3rd party accessories, unless specifically listed in Schedule A, are not covered under this Colocation Agreement. Any breakage due to non-standard, non-OEM configurations, unless specifically listed in Schedule A, is not covered under this Colocation Agreement.
- f) Any programming, scripting, compiling, configuration, or consulting level work on software.
- g) System administration or day to day management of Client's environment
- h) Any additional services required to accommodate Client's regulatory requirements (including but not limited to HIPAA, PCI, or Sarbanes-Oxley) to bring Client and Abtech into compliance

4.2 Client understands and agrees that any request which is beyond the scope of this Colocation Agreement is considered a Project. Client may elect to have Abtech perform these Projects and will be invoiced at Abtech's then current consulting rates. Additional materials, supplies, and equipment may also be required which may be Service Order to Client upon Client's request. Project services and products will be provided only after Client's written acceptance of Abtech's written estimate and shall be invoiced separately from the MMC.

5. FEES AND PAYMENT

5.1 Payment of MMC and any setup fee shall be due upon execution of this Colocation Agreement. Payments will be invoiced to Client and will become due and payable on the first day of each month in advance of Colocation Service rendered. If applicable, any onboarding fees will be invoiced after the onboarding of Client has been completed.

5.2 Payment method will be Automated Clearing House (ACH) payment, or by bank or company check. Checks returned for insufficient funds shall be assessed the maximum returned check fee as limited by state law. Late payments shall accrue 1.5% interest for every day that payment is late.

5.3 Services requiring hourly billing or travel (after any minimums are executed) shall be invoiced in 15 minute increments, rounded up to an equal segment.

5.4 Client shall pay all applicable state and local sales and use taxes (notwithstanding their designation as excise or privilege taxes) in connection with Abtech's performance of any services to Client.

5.5 Client understands and agrees that the MMC to provide Colocation Services for the Client Environment was calculated in good faith and based on information given to Abtech by Client, including but not limited to: type, make, age, configuration, reliability, adherence to any Minimum Support Requirements, and quantity of Colocation Services Technology to accommodate Client Environment; and quantity and level of sophistication in terms of technical knowledge of Authorized Users..

5.6 As the MMC is a good faith estimate of the price Abtech will charge Client to provide Colocation Services for the Client Environment, Abtech may, at its sole discretion and on a quarterly basis, review and adjust the MMC if the amount of labor or technical resources need to be increased to meet changes in the Client Environment, Client's satisfaction, or Abtech's business requirements. If Client does not agree to the new MMC, Client's sole remedy is the termination of this Colocation Agreement subject to Section 6: Term and Termination.

5.7 Pass-Through Service Costs. If Abtech experiences an increase in rates and charges for Services provided by or through a third-party, including but not limited to increases in the electrical rate applicable to the Services and third-party software license, maintenance and support fees, Abtech may increase the applicable rates and charges to Client in a proportional amount upon thirty (30) days prior written notice.

5.8 Client agrees to pay Abtech for any goods delivered or service rendered regardless if such good or service provided the results Client expected. If an invoice for Colocation Services or other charges under this Colocation Agreement, or an invoice for other products or Colocation Services provided to Client by Abtech under a different agreement with Abtech remains unpaid following five (5) days from the payment due date Abtech may suspend performance of its obligations under this Colocation Agreement until all past due amounts are paid without liability to Client.

5.9 Client agrees that failure to pay invoices is a material breach of the Colocation Agreement and is subject to the termination remedies in Section 6.

5.10 Invoice disputes must be registered in writing to Abtech, via email to: ar@abtechttechnologies.com or such other method as Abtech may reasonably determine and communicate in writing. Client waives the right to dispute any invoiced amount, including all rights to otherwise claim it does not owe such disputed amount or to seek any set-offs or reimbursements or other amounts of any kind based upon or relating to such disputed amount, unless: (i) Client provides Abtech with written notice in accordance with this Section that it disputes such amount, describing the nature of the dispute with sufficient detail to reasonably permit Abtech to investigate the dispute, by no later than thirty (30) days after the invoice due date, and (ii) Client pays any undisputed amounts on the same invoice, by no later than thirty (30) days after the invoice due date. Any disputed amounts resolved in favor of Client shall be credited to Client's account, and amounts payable to Abtech shall be paid, within ten (10) days of dispute resolution.

5.11 If Abtech reasonably believes that Client will not be able to perform its payment obligations hereunder, and Client is unable to provide reasonable written assurances of due performance within ten (10) days after written demand from Abtech, Abtech may suspend Services until such reasonable written assurances are provided, or terminate the Colocation Agreement without penalty to Abtech by written notice to Client.

6. TERM AND TERMINATION

6.1 This Colocation Agreement shall commence on the Service Start Date when accepted by Abtech. Regardless of date of the execution of the Colocation Agreement, Colocation Services and payment for such Colocation Services will continue for a) the higher of twelve (12) months from Service Start Date or b) any term stated in Schedule C, after which time the Colocation Agreement will automatically renew for an additional twelve (12) month term. Client must notify Abtech in writing of its intent not to renew this Colocation Agreement in full or in part no less than ninety (90) days' notice before the end of the term.

6.2 Notwithstanding the foregoing, either party may terminate this Colocation Agreement or any Addendum immediately if the other party: (a) experiences a Change of Control; (b) experiences a Bankruptcy Event unless it is succeeded by a permitted assignee under this Colocation Agreement; (c) fails to fulfill in any material respect its obligations or breaches any material term or condition under this Colocation Agreement and does not cure such failure within thirty (30) days of receipt of written notice; (d) or is no longer in the commercial interest of Abtech to continue the Colocation Agreement or any Addendum.

6.3 Effect of Termination of Colocation Services. Upon termination of this Colocation Agreement and any Addenda for any reason (including the expiration of this Colocation Agreement by its terms for the termination of the Colocation Agreement for cause):

6.3.1 Upon termination or expiration of the Colocation Agreement or all or a portion of the Colocation Services for any reason (the "Facility Exit Date"): (i) Client shall promptly remove all Client Equipment from the Facility or, in case of partial termination or expiration, the applicable portion of the Equipment Space to be vacated, and (ii) Abtech may remove all Abtech Equipment from the applicable Equipment Space and repair any damage to the applicable Equipment Space. The Equipment Space to be vacated by Client shall be in the same condition as when Client first occupied the space, normal wear and tear excepted. Client shall reimburse Abtech promptly for the reasonable cost of any repairs required to restore the vacated Equipment Space to its original condition (normal wear and tear excepted). To the extent Client does not remove Client Equipment from the Facility or, in case of partial termination or expiration, the applicable portion of the Equipment Space to be vacated, upon the Facility Exit Date, Client shall continue to be billed for all Services except that the rates for all Services will be equal to 150% of the previously effective rates set forth in the applicable Service Orders until such Client Equipment is removed. If Client does not work in good faith with Abtech to coordinate the removal of Client Equipment from the Facility or, in case of partial termination or expiration, the applicable portion of the Equipment Space to be vacated, within ninety (90) days of the Facility Exit Date, subject to any applicable laws, Abtech shall be entitled to remove all Client Equipment (the "Abandoned Client Equipment") from the applicable Equipment Space to another location in the Facility and/or dispose of any such Abandoned Client Equipment as Abtech sees fit, including, without limitation, destruction of the property in question, all at Client's risk and expense. Abtech shall not be liable to Client or any third party as a result of such disposal for any reason or under any legal theory whatsoever. At Client's written request, Abtech shall provide transition services to another provider at the standard rates of Abtech, plus expenses, payable in advance; provided that any undisputed invoiced amounts due to Abtech are first paid in full.

6.3.2 Client shall pay to Abtech within ten (10) days of the termination date all charges due, including, if any, liquidated damages.

6.3.3 Abtech shall assist Client with the termination or transfer of Colocation Services, including assisting Client in the timely transfer of Colocation Services to another designated service provider. Client agrees to pay Abtech in advance for the rendering of such assistance as a Project.

6.4 If termination by either party results from any reason besides Abtech's failure under 6.2(c) or 6.2(d), Client agrees that it would be difficult to ascertain the damages to Abtech of such termination, and that Client shall pay Abtech all MMC for the remainder of the term and any term-based discounts as liquidated damages, and not as a penalty.

6.5 If termination by either party results from Abtech's failure under 6.2(c) or 6.2(d) within the cure period defined in 6.2(c), Abtech agrees to refund any pre-paid amount from Client for Colocation Services minus the charges to provide such Colocation Services to Client up to the last date that Abtech provides Colocation Services to Client.

6.6 Client may decrease the amount of Colocation Services needed to support Client Environment at any time after the initial term of the Colocation Agreement ends by providing a ninety (90) day written notice to Abtech prior to renewal Client may add Colocation Services at any time during the Colocation Agreement term by providing notice to Abtech and signing a new Addendum.

6.6.1 Service Modifications. Client may request in writing a modification of the Services provided the total fees for Services provided remain the same or increase. Upon receipt of such notice, the parties will work together in good faith to discuss the modifications and a reasonable implementation timetable. Any modifications are subject to the availability of Abtech resources and comparability of applicable product margins. By way of example and not limitation, if Client receives Service X for \$1,000 per month, Client may request that it instead receive Service Y and Z totaling \$1,000 per month.

6.7 Suspension of Services. Abtech reserves the right to suspend all Services in the event: (a) Abtech has the right to terminate the Colocation Agreement pursuant to Section 5.9 as a result of undisputed invoices being past due; or (b) Abtech reasonably believes: (i) Client is in violation of the Colocation Agreement, provided, however, that Abtech will make reasonable efforts under the circumstances to provide Client an opportunity to cure such breach; (ii) Client is in violation of any applicable law; (iii) it is required to suspend Services under applicable law; or (iv) continuing to provide the Services would result in significant damage to Abtech, the Abtech Network or other Abtech Clients. Abtech will have no liability for any damages that Client may incur as a result of any suspension of Services pursuant to this Section.

6.7 Sections 5.2, 5.4, 5.8, 5.9, and any section stating an explicit duration will survive the termination of this Colocation Agreement.

7. Provision of Service and Technology

7.1 Subject to this Colocation Agreement, Abtech agrees to provide Client limited access to Colocation Services Technology to facilitate the Colocation Services. Client acknowledges and agrees that Client has a non-exclusive, non-transferable license to use Colocation Services Technology during the term of this Agreement. Abtech and its technology partners shall retain all rights of ownership of the Colocation Services Technology, all copyrights and other intellectual property, and all modifications and changes to the technology. In no event shall title to all or any part of the Colocation Services Technology pass to the Client and all such Colocation Services Technology shall remain the exclusive property of Abtech and/or its technology partners. Any repair or replacement of Colocation Services Technology will be the responsibility of Abtech. So long as Abtech does not materially and adversely impact the Services, Abtech may, in its discretion, alter its provision of any Service to Client to, for example and without limitation, install, modify or change: (a) HVAC, power or networking equipment in, or third party providers used to operate and maintain, the Facility, or (b) Abtech Equipment or software, other technology, or third party providers used to provide Cloud or Managed Services; provided, that Abtech's ability to alter provision of any Service shall not in any way modify Abtech's obligations, or Client's remedies,

7.2 Client is responsible for any communications costs associated with the connection between Client's site and Abtech's or Abtech's partner's facilities. Client shall implement reasonable, industry standard security and environmental precautions for the Client Environment and Colocation Services Technology to ensure a high level of availability, data protection, and recovery.

7.2.1 Utilization of Abtech Network. Content of Transmissions. In the event that Client Equipment poses a threat to Abtech's ability to provide service to other Clients (e.g., malfunctioning or overheating equipment, spam or DDoS attack on Client's IP address, etc.), Abtech may immediately disconnect all or a portion of the Service or, in the case of DDoS attacks that impact infrastructure services for other Abtech Clients despite Abtech's automated scrubbing service, blackhole the affected IP address, with prompt notice to Client by email and phone. Abtech reserves the right to re-route IP data packets to any and all Internet carriers connected to the Abtech Network based upon current load and service issues at the time of re-routing. The removal of IP data packets and the re-routing to another Internet carrier shall not be calculated in the service level commitments set forth in Exhibit C. Client is solely responsible for the content of any transmissions utilizing the Services. The use of another organization's network or computing resources is subject to its respective permission and usage policies. Client further agrees not to use the Services for illegal purposes, or to interfere with or disrupt other network users, other Abtech Clients, network services or network equipment.

7.3 It shall be the primary responsibility of Client to ensure the security of their system, data, programs, and files. Client is responsible for the proper configuration and maintenance of physical, administrative and technical safeguards as they relate to access to and use Customer Environment. In no event will Abtech be responsible, nor will Abtech have any liability, for physical, administrative, or technical controls related to the products, systems, networks, devices, facilities, or information technology that Client partially or completely controls, including but not limited to content, third party applications, network connectivity and internet connectivity. Abtech and its partners use physical, technical and administrative safeguards designed to secure products, services, and content under Abtech's or partner's complete control against accidental or unauthorized loss, access or disclosure. However, no password-protected system of data storage and retrieval can be made entirely impenetrable, and Client acknowledges and agree that despite the measures employed, the Colocation Services are not guaranteed against all security threats or other vulnerabilities and Client uses the Service at Client's own risk. Client shall implement reasonable, industry standard security and environmental precautions for the Client Environment and Colocation Services Technology to ensure a high level of availability, data protection, and recovery. Transfer of Client data is across the public internet and encryption is highly recommended for security. Encryption, though not enabled by default, is available through the Colocation Service and may be purchased and installed during Onboarding as a Project. The implementation of encryption in Client's overall security strategy and its subsequent management is the responsibility of Client. The safeguarding of encryption keys are the responsibility of Client and Abtech cannot recover lost encryption keys. Due to the inherent nature of encryption technology, if Client loses encryption keys, data will not be recoverable. A reliable and verified system backup procedure shall be the responsibility of Client unless Client subscribes to Abtech's StorTrust Managed Disaster Recovery.

7.3.1 Security and Physical Access to Equipment Space; Access Devices. Client will provide to Abtech a written authorization of those employees, agents, or contractors of Client who may physically access the Equipment Space. Any changes to the listing must be provided to Abtech in writing or by use of the Client Portal. Abtech retains the right to deny physical access to the Equipment Space to any individual if

Client has not included such individual on the listing to be provided to Abtech pursuant to this Section. Abtech shall also provide Client with access cards, keys or other access devices (“Devices”) to permit Client entry to the Facility and, unless Client has elected to manage its own access devices for the Equipment Space, the Equipment Space. In the event that unauthorized parties gain access to the Equipment Space through Devices provided to Client, Client will be responsible for any damages incurred as a result of any such unauthorized access that occurs prior to such time as Client notifies Abtech in writing that the Device has been lost or stolen. Client will be responsible for the cost of replacing any Devices lost or stolen after delivery thereof to Client.

7.4 Client understands that Client Environment when hosted on Colocation Services Technology may perform or function differently than when hosted at Client site. It is the responsibility of Client to verify during a scheduled test that the functionality of the Client Environment provides the basic service needed for Client to perform basic day to day activities during a Disaster Event and reconfigure accordingly.

7.5 Colocation Services and Colocation Services Technology are for Client’s sole internal business use under the terms of this Colocation Agreement. Client shall not and shall not let others modify, customize, reverse engineer, reverse assemble, or reverse compile Colocation Services Technology.

7.6 Client acknowledges and agrees that Client shall not place any data on Colocation Services Technology that a) infringes the intellectual property rights or privacy right of any third party, b) violates any law, statute, ordinance, or regulation, c) is defamatory, libelous, unlawfully threatening or harassing, d) is obscene, e) contains any malicious software, code, or programming routines including but not limited to: Trojan horses, malware, viruses, spyware, root kits, bots, spam, worms, or any other such technology that may damage, interfere, intercept, or expropriate any system, data, or personal information.

7.7 Hazards or Interference. If Client or any Client Equipment creates a hazard or interferes with Abtech’s operation and/or maintenance of the Facility or with any other Abtech Client’s use thereof, and Abtech notifies Client of the hazard or interference by email or phone, then Client must promptly: (a) remove the hazard or cease the interference, (b) provide a plan to remove the hazard or cease the interference that is reasonably acceptable to Abtech, or (c) authorize Abtech to take such action as Abtech agrees it can reasonably take to remove the hazard or cease the interference (billed at applicable rates).

7.8 Abtech may disclose to third parties any Client data in which Abtech has a good faith belief that disclosure is necessary to (a) comply with a law, regulation, or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) protect the property rights of Abtech or our Colocation Service Technology Partners; or (d) prevent fraud or abuse. Abtech shall notify Client of any such request prior to releasing Client information.

7.9 Client acknowledges and agrees that Abtech is neither responsible for knowing what type of information may be created, stored, used or managed by Client in connection with the Services nor for knowing or investigating which laws may or may not apply to such information. If any international, state or federal law requires any specific agreement about such information, it is Client’s responsibility to notify Abtech and, in such event, the parties will work together in good faith to modify the Colocation Agreement as may be required. Client agrees that Abtech does not create, receive, transmit, process, have access to, use or disclose regulated data of any sort on behalf of Client. Client acknowledges and agrees that it: (i) has conducted an assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of Client information to be created, transmitted, stored, used or maintained in connection with the Services; (ii) has determined that the Services are sufficient for Client’s purposes and Client’s compliance with applicable law; and (iii) Abtech is not responsible for determining whether any Services are sufficient for Client’s compliance with any applicable law.

7.10 The adherence of any application and operating environment license agreements, especially as they relate to the Colocation, replicated, or hosted environment provisions of the software OEM, including any fees owed to the OEM, are the responsibility of the Client. In the event that fees from the OEM are invoiced to Abtech by the OEM because of Abtech’s ownership of Colocation Services Technology, these fees will be invoiced to Client at current OEM rates.

7.11 Acceptable Use Policy and Data Center Rules. Client shall, and shall cause any of its Clients, contractors, subcontractors or invitees permitted by Client to enter the Facility or directly use the Services to, comply with: (a) Abtech’s Acceptable Use Policy posted on Abtech’s website and attached hereto as Exhibit D, as it may be updated from time to time by Abtech in its discretion in compliance with this Section (the “AUP”), and (b) Abtech’s Data Center Rules posted at the Facility and attached hereto as Exhibit E, as it may be updated from time to time by Abtech in its discretion in compliance with this Section (the “Data Center Rules”). The AUP and the Data Center Rules are incorporated by reference into the Colocation Agreement. Abtech will provide Client with at least 30 days prior written notice (e-mail acceptable) of any substantive modifications to the AUP or the Data Center Rules. If Client (a) notifies Abtech in writing within fifteen (15) days of written notice of any modification to the AUP and/or Data Center Rules that Client does not approve of such modification and (b) can reasonably demonstrate an adverse impact to its use of the Services resulting from such modification, then Abtech and Client will use commercially reasonable efforts to agree upon a resolution or workaround of the issue during the thirty (30) day period following delivery of such notice by Client. If Abtech and Client cannot agree upon a resolution or workaround of the issue within such thirty (30) day period, then Client shall have the right to terminate this Colocation Agreement upon thirty (30) days written notice without liability delivered no later than thirty (30) days after expiration of the thirty (30) day dispute resolution period. Notwithstanding the foregoing, Client shall have no right to terminate this MSA pursuant to this Section in the event that the modification to the AUP and/or Data Center Rules is required in order for Abtech to comply with applicable law; provided, however, that Abtech shall provide to Client, upon Client’s request, a copy of, or legal citation for, such law.

7.12 Client agrees that violation of this Section 7 is a material breach of the Colocation Agreement and subject to the termination remedies of Section 6. Client agrees to defend, indemnify and hold Abtech and its Colocation Service Technology partners harmless against any third party action, settlements, or fines that arise from Client’s violation of this Section 7. Section 7.12 shall survive termination of this Colocation Agreement.

8. ACCEPTANCE

8.1 Each party to this Colocation Agreement represents that it is a sophisticated commercial party capable of understanding all terms of this Colocation Agreement, that it has had the opportunity to review this Colocation Agreement with its counsel, and that it enters this Colocation Agreement with full knowledge of the terms of the Colocation Agreement.

8.2 Client acknowledges that it has read this Colocation Agreement, the MSA, and any Addenda prior to execution and once all are executed be bound hereto. When executed, this and each Addendum will form a separate and complete agreement between both parties and will replace any other agreements or communications regarding that subject matter. This Colocation Agreement may not be modified or altered except by mutual written agreement and signed by both parties.

Exhibit D

AUP Acceptable Use Policy

Flexential Corp., formerly known as Peak 10, Inc., and its affiliated entities ("Flexential") and Abtech has published this acceptable use policy ("AUP") in an effort to provide reliable, high-quality service to our clients. By using Flexential's services or network, you agree to the latest version of this AUP. We may modify this policy at any time by posting a revised version on the Flexential website.

(i) Illegal, Harmful, or Offensive Conduct

You may not use Flexential's services or network for illegal purposes or to take actions that are infringing, offensive, fraudulent or harmful to the Flexential network or others. Examples of prohibited activities include any use of the Flexential services or network:

- in violation of any applicable local, state, or federal law or regulation;
- in a manner that infringes or may infringe upon any copyrights, trademarks, patents, trade secrets, or other types of intellectual property;
- to transmit offensive or threatening materials, including materials that are obscene, pornographic, defamatory, libelous, abusive, hateful, excessively violent, or otherwise inappropriate;
- to export software to points outside the United States in violation of applicable export control laws;
- to transmit fraudulent, deceptive, or misleading materials or to advance any type of financial scam;
- to transmit any materials that harass another person or entity;
- to transmit viruses, Trojan horses, or other materials or components harmful to any network or equipment or other users or third parties; or
- in a manner that exposes or may expose Flexential, its clients, partners, or vendors, or any other person or entity using the Flexential network to abuse, complaints, retaliation, connectivity issues, or other negative impact.

(ii) Network, Application and System Security

You may not use Flexential's services or network to violate, monitor or interfere with, or to attempt to violate, monitor or interfere with, the security or reliability of any network, service, data, or other system without proper authorization. Examples of prohibited activities include any attempt to:

- access any network, service, data, or other system that you are not authorized to access;
- probe, scan, or test the vulnerability of any network, service, or system without proper authorization;
- breach any security or authentication measures;

- monitor data or traffic on any network or system without proper authorization or in a manner that disrupts or impairs the network or system;
- interfere with service to any user, host, or network, including, without limitation, by means of overloading, mailbombing, flooding, crushing, or any denial of service attacks;
- forge any TCP/IP packet header or any part of the header information in an e-mail message or a newsgroup posting;
- attempt any action designed to circumvent or alter any method of measuring or billing for services; or
- use the account name of another person without proper authorization.

Flexential reserves the right to investigate any actual or suspected security violation or incident. In the event of an actual or suspected security violation or incident, Flexential may take any actions that Flexential deems reasonably necessary to prevent harm to Flexential and/or Flexential clients, including the network, systems and data of Flexential and/or Flexential clients. Such actions may include, but are not limited to, the following:

- removing, disabling access to, or suspending Services;
- disconnecting a host from the network and preparing for investigative services;
- reporting to appropriate law enforcement officials, regulators, or other appropriate third parties any activity that Flexential believes may violate any applicable law or regulation; and
- cooperating with law enforcement agencies and regulators to assist with any investigation and/or prosecution.

In order to maintain network, application and system reliability and security for you and other Flexential clients, you must use commercially reasonable efforts to keep your network, applications and systems secure and current by applying, or consenting to Flexential applying, if applicable, the most recent patches, updates and upgrades as they are made available by the applicable providers, and appropriately configuring your firewalls and other components of your network, application and system security.

If Flexential notifies you in writing, including by sending an email or notification through Flexential's ticketing system to any of the persons identified by you as administrators with respect to your Services, of particular patches, updates, upgrades or configuration settings that Flexential identifies as "critical", then you must apply those critical patches, updates, upgrades or configurations, or consent to Flexential applying those critical patches, updates, upgrades or configurations, as applicable, within thirty calendar days of the notification. If you fail to timely comply with your obligations in the previous sentence, then (1) you shall reimburse Flexential, at Flexential's standard rates, for all labor, administrative time, or other activity of Flexential's personnel expended in an effort to cure, mitigate or otherwise resolve any problems attributable to such failure and, (2) Flexential shall not be obligated to provide any credits to you with respect to any failure by Flexential to meet its service level commitments that is attributable to such failure.

You are prohibited from taking any action, intentional or unintentional with respect to the Services, which will negatively impact the Flexential business operations, the operations of our clients including shared infrastructure , such as cloud or network services, as a whole.

You are responsible for the use of the Services by any of your employees, any person to whom you have given access or any person who gains access to your data.

(iii) Abuse Violations

No spam. You may not use Flexential's services or network to transmit any unsolicited commercial or unsolicited bulk e-mail messages (commonly known as "spam"). In addition, you may not use the services or network of another provider to send spam or to promote a site hosted on or associated with Flexential's services or network.

Newsgroups and Online Forums. All postings to newsgroups and online forums must comply with the written charters, rules, or FAQs for that group. You are responsible for determining the policies of a newsgroup or online forum before posting to it. In addition, you may not attempt to flood or disrupt the newsgroups.

Web Pages. As part of the services, Flexential may provide web hosting services. You are solely responsible for any content that you publish or display on your web pages or web site, including ensuring that the content complies with the terms of this AUP.

Content. Flexential is not responsible for any material created, stored, distributed or accessible on or through the services. Flexential is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. Flexential reserves the right to block access to such material and suspend or terminate services in the event Flexential determines, in its sole discretion, that any materials may expose Flexential to civil or criminal liability. To the extent you use cloud-related services, all Microsoft® licenses must be provided by Flexential unless specifically approved by Flexential. In all events, you will provide Flexential with a count of all Microsoft licenses used by you in connection with the services.

(iv) Attacks

If you are using Flexential network services and:

- you are the subject of a network attack, such as a DDoS attack, that is large enough to affect network traffic, or
- your server and/or application is compromised;

Flexential has the right, immediately and without prior notice, to terminate routing, block ports and IP address space, and/or suspend services in order to protect the integrity of the Flexential network and preserve the services provided to other users.

(v) IP Addressing

Flexential endeavors to utilize its ARIN (American Registry of Internet Numbers) IP space allocations as efficiently as possible, as IP address space is a finite resource that is shrinking quickly and going up in cost. ARIN requires Flexential to justify current and future allocations

when additional IP space is requested for Client and or Flexential network use, which requires that 80% of all past allocations are in legitimate use and that the use of said space is within ARIN's allocation guidelines. Therefore your IP space assignments are required to meet the same ARIN guidelines, which can be found at: www.arin.net. In the event you violate the ARIN guidelines or this AUP with respect to IP Addressing, Flexential may revoke your IP addresses without liability to you.

You may not advertise your Flexential-assigned IP space, or use it outside of the Flexential ASN (13649) or outside of Flexential owned facilities without prior express written approval from Flexential. This includes utilizing Flexential IP space and 3rd party services such as DDOS or DNS.

You have no right to route IP addresses assigned by Flexential. Flexential shall retain ownership of all such IP addresses at all times, and your access to such IP addresses shall cease immediately upon termination of your Agreement for services with Flexential.

Flexential assigns IP space based off individual Client datacenter assignment/installation. IP blocks may not be transportable between datacenters below a /24. If you desire to move an IP block with /24 or larger IP assignments to a different datacenter, you must request approval for the move, and Flexential shall have no liability to you if Flexential is unable to accommodate such request.

(iv) INetU Terms of Use and Acceptable Use Policy

If you are using services pursuant to an agreement with INetU, Inc. ("INetU") then:

(1) This AUP supersedes, replaces, amends and restates in its entirety the Schedule B Terms of Service and Acceptable Use Policy of INetU applicable to you through your agreement with INetU, effective as of the date this AUP is first published online and provided to you in writing;

(2) you must provide INetU with accurate information to help INetU determine if any tax is due with respect to the provision of the services;

(3) you are responsible for keeping your billing and other account information with INetU up to date; and

(4) you must pay when due the fees for the services stated in your agreement with INetU and any additional services order(s) or other agreements between you and INetU.

(v) Consequences

If Flexential determines that you have violated any of the terms of this AUP, Flexential has the right to (i) demand immediate removal of the violating material and/or (ii) restrict, suspend or terminate all or a portion of your services. Flexential may involve and will cooperate with law enforcement authorities. In addition, if you violate this AUP, you may be subject to civil or criminal liability. Flexential shall not be liable for any damages suffered by any user or third party resulting directly or indirectly from any actions taken by Flexential pursuant to this AUP. All determinations by Flexential as to whether abuse or violations of the AUP have occurred shall be conclusive and binding.

(vi) Violation Reporting

Violations or potential violations of this AUP may be reported to Flexential at abuse@Flexential.com.

Exhibit E

Data Center Rules

Welcome to Flexential

These rules and procedures are designed to provide for the safety of the individuals visiting and working at our facilities, to protect the confidentiality of our Clients, and to support the safe operation of our facilities. All individuals accessing a Flexential facility must strictly comply with these rules. **Any individual found to be in violation of these rules while in the Flexential facility will have their access rights immediately terminated.**

1.2 General Rules

- Access badges must be worn and clearly visible at all times in all areas of the facility.
- Clients and vendors are responsible for requiring their employees, agents, vendors and contractors to comply with these Data Center rules.
- No one under 16 years of age may enter the raised floor.
- Drinking, eating, or smoking is not allowed except in designated areas, and is never allowed on the raised floor.
- Weapons, explosives, hazardous materials, electro-magnetic devices which could interfere with computer and telecommunications equipment, radioactive materials, mace, alcohol, or illegal drugs are never allowed in the facility.
- Doors may not be left partially open or blocked under any circumstances.
- No photographing or filming any areas in the data center or the entrances to the facility without Flexential's consent (see "Data Center Security" section below for rules governing security cameras in the Client space).
- Client-owned or operated wireless access points are not permitted in Flexential facilities without consent.
- Combustible materials, such as paper or cardboard, may not be stored in Client space/equipment space.
- Client space must be kept clean of debris and spare equipment at all times.
- No boxes or equipment may be stored in the facility unless arrangements for storage have been approved by Flexential.
- Clients must maintain their space in compliance with all applicable legal requirements (including OSHA).
- Clients are not allowed to remove floor or ceiling tiles and are not allowed to access under the floor tiles or above the ceiling tiles.
- Client must install equipment in accordance with hot and cold aisle arrangement as directed by Flexential. Flexential reserves the right immediately to disconnect power to any Client equipment installed contrary to the prescribed hot and cold aisle arrangement.

1.3 Access Procedures

- Each individual with data center access must pass through access control systems and use his or her own access badge to enter the data center, even when entering as a group. No tailgating is allowed.
- Access badges may not be transferred or loaned to other individuals, including other employees, subcontractors or vendors.
- Access badges are linked to a central monitoring system that identifies individuals and records access activities.
- Each Client must identify the individuals (employees or third-party vendors) who are authorized to access colocation facilities on their behalf through the Client's Client Portal account by Client-designated User Administrators.



2. DATA CENTER RULES

- Client representatives without a permanently issued access badge may exchange a valid government- issued photo ID (or approved substitute) for a temporary badge (day pass) if their contact record designates them as authorized for Day Pass or Permanent Badge distribution or a Client’s designated User Administrator has approved, in writing, the specific visit.
- Vendor permanent access badges must be approved by Flexential data center operations.
- Vendor representatives without a permanent access badge may exchange a valid government-issued photo ID (or approved substitute) for a temporary badge if Flexential data center operations approves the specific visit.
- Each properly badged Client or vendor representative is allowed up to three (3) visitors to accompany him/her into the facility for the purpose of installation or support assistance only. The Client or vendor representative must check-in and obtain the necessary temporary badges for their guests. Each Client or vendor has full responsibility for their guests and must accompany them at all times.
- Flexential, in its sole discretion, may require that Client and any Client agents be escorted in the Flexential data center, and may suspend Client’s access as directed or required in an emergency situation.
- **Notify Flexential immediately if an access badge is lost or stolen.**

2.1 Data Center Security

- Closed-circuit television security cameras monitor entrances and are strategically located throughout the facilities.
- Client-provided video monitoring must exclusively capture Client space. Camera placement is subject to Flexential review and approval. Client must provide camera screenshots to Flexential upon request.
- Client spaces are secured individually; it is each Client’s responsibility to ensure that their space is locked after use.
- Lost or stolen keys and access cards are subject to replacement fees at then-current rates.

2.2 Equipment Delivery & Storage

- Clients must provide Flexential with advance notice of all equipment deliveries.
- All shipping charges must be pre-paid by the Client.
- If any equipment is delivered for a Client by a third party, Flexential will receive the equipment on behalf of the Client provided that the Client has pre-scheduled the delivery with Flexential. ***The Client must arrange for shipping crate or pallet removal.***
- The following information must be included with all equipment delivered to the facility. Failure to follow these instructions may result in delays locating stored packages: Flexential ticket number; Client’s name and/or Client billing ID, if possible; and number of pieces shipped.
- Upon receipt of any equipment delivered by a third party on a Client’s behalf, Flexential will notify the Client of receipt and store the equipment
- Clients must claim their equipment within 7 calendar days of notification of receipt by Flexential or storage charges will be charged to the Client at the then-current rates.
- All equipment left in storage for more than 30 calendar days may be shipped back to the Client at the Client’s expense.
- Flexential is not responsible for loss or damage to Client equipment stored in the common areas of a Flexential facility or in transit or packaged and shipped by Flexential at Client’s request.
- Flexential cannot guarantee storage space availability and will provide this service on a “reasonable efforts” basis.
- Flexential package acceptance services do not include verifying the contents of a box or boxes.



3. DATA CENTER RULES

3.1 Power

- All individual power whips/power under the floor must be installed and maintained by Flexential.
- All equipment installed in the facility must meet the standards of Underwriters Laboratories (UL) listing or a similarly recognized governing board.
- No soldering or open flames are allowed.
- Client's primary/redundant, or A/B circuit pair total power utilization across the circuit pair must not exceed 80% of the rated power of the primary circuit, and Client's power utilization must not exceed 80% of the circuit breaker's rated current. If Client exceeds either of these thresholds, then one of the following must occur: (1) Client shall purchase additional power circuits in order to reduce the overall power load on the circuit pair below the threshold; or (2) Client shall reduce its power load on the applicable circuit pair below the threshold. If Client does not implement one of the two foregoing options within 7 business days of written notification from Flexential, then Flexential shall have the right to charge a power overage fee and/or limit power consumption or disconnect power circuits in order to reduce Client's power load across the circuit pair below the thresholds.
- Only data center rated electrical equipment allowed. Examples of equipment not allowed are: In cabinet UPS modules; lead acid batteries; home type 120V power strips; small step-down transformers for 208V to 120V. We reserve the right to deny installation or request removal of electrical equipment that does not meet our standards
- **None of Client's equipment, connections, or wiring is permitted to enter any space outside of the Client's cabinet and/or rack.**

3.2 Telecommunication Facilities

All interconnects (telecom cross-connect) must be approved by Flexential and are subject to fees and charges.