

## MSx Backups Service Addendum

This MSx Backups Service Addendum amends and modifies the Master Service Agreement or Telecommunication Account Agreement, between TPx and Customer. All capitalized terms used but not defined herein will have the meanings given to such terms in the Master Service Agreement or Telecommunication Account Agreement, as applicable.

1. MSX BACKUPS MANAGED SERVICES (“MSx Backups”)

1.1 MSx Backups Service Descriptions. Information specific to MSx Backups is available online at [TPx.com/Support](http://TPx.com/Support).

1.2 Backup Cloud Retention and Use. Data associated with backup Equipment enrolled in any plan that provides for data to be backed-up to a third party hosting provider retained by TPx (a “Cloud Offering”) will be retained, as specified in the applicable retention length selected with the purchased service plan, for as long as the Equipment is under an active subscription for which payments are current. If a subscription terminates, TPx reserves the right to delete, after sixty (60) days, the backed-up data in the Cloud Offering associated with Customer’s Equipment. It is Customer’s responsibility, during this period, at Customer’s expense, to request a copy of the data if Customer would like to retain a copy of the backed-up data in the Cloud Offering associated with Customer’s Equipment. Customer may contact MSx support for further information. TPx reserves the right to limit backup usage with the Cloud Offering if TPx determines there is activity or usage that: (i) adversely impacts TPx, its vendors or other customers; (ii) results in excessive bandwidth or storage usage; or (iii) harms, disrupts, or otherwise diminishes the TPx brand, services, network, or any computer system.

2. RECOMMENDED PRACTICE IMPLEMENTATIONS, EQUIPMENT ENVIRONMENT, AND DISCLAIMER ON CONFIGURATION CHANGES. TPx reserves the right to refuse Customer requests for non-supported administrative configurations of MSx Backups deployments. If the local environment in which the Equipment is located is causing performance issues to the Equipment supported by TPx, or if any modifications to configurations are made by Customer or any agent of Customer that may cause the need for TPx to remediate and/or restore prior configurations, then that time would be billable at TPx’s standard time-and-material (“T&M”) rates.

3. TERMINATION. Customer may reduce “MSx Backups” without incurring early termination fees. In the event of termination of any other MSx Backups subscription services prior to the end of the Service Term, see Section 4 of the Terms and Conditions to the Master Services Agreement.

This Addendum is effective only upon Customer’s agreement to the Master Service Agreement or Telecommunications Account Agreement. Each party hereto warrants and represents that this Addendum constitutes the legal, valid and binding obligation of such party.