

1. POWER

1.1. Aggregate kW Cap

- (a) Provider (Provider) will provide the amount of kilowatt (kW) power capacity specified in the Order to be applied across the group of associated Cabinets in a facility, computer equipment room or Private Caged Space. Upon installation of all power circuits in the associated Cabinets identified in the Order, Provider will reserve and provide the full amount of contracted kW ("Committed Aggregate kW Limit") specified in the Order for Customer's use.
- (b) If Customer is ordering for kW Cap power, Customer is responsible for ensuring that the peak instantaneous power drawn at any time by any cabinet does not exceed its Individual Limit, and the peak instantaneous power drawn in aggregate across all cabinets does not exceed the Committed Aggregate kW.
- (c) Unless explicitly permitted in an amendment to the Order, Customer may not exceed the Committed Aggregate kW. The addition of any power circuits to the Order shall not be deemed to increase or otherwise modify the Committed Aggregate kW.
- (d) If the Utilized kW does not exceed the Committed Aggregate kW limit in any power period, no additional power charges apply.
- (e) If the power drawn at any time exceeds any such limit, Provider shall notify Customer in writing, specifying in detail which breaches have occurred and what steps, in the opinion of Provider, must be taken to remedy those breaches. Customer shall promptly (or immediately, at Provider's reasonable request) take corrective measures, including, without limitation, changing or removing Customer Equipment or ordering an upgraded power supply or additional cabinet capacity and/or floor space (if available) with Provider to ensure that the power drawn shall not at any time exceed the specified limits. If Customer does not do so, Provider shall (without liability and without prejudice to any other rights or remedies available to Provider) be entitled to limit the provision of power or otherwise suspend provision of its Services, and charge Customer for the excess power drawn. If the breach has the effect of compromising the safety of the Delivery Location or its other subscribers use of the Delivery Location, and Customer fails to remedy the breach or fails to avoid a re-occurrence of the breach, then Provider may terminate the Order.
- (f) Power overage charge assessed for kW used above the Customer's Committed Aggregate kW Cap limit will be invoiced monthly in arrears.

1.2. Cabinet Power kW

Provider will provide the amount of kW power capacity specified in the Order to be applied to the associated Cabinet. Upon installation of all power circuits in the associated Cabinet identified in the Order, Provider will reserve and provide for Customer's use the full amount of contracted kW specified in the Order.

1.3. Power Circuits – Protected

- (a) Unless specified on the Order, Provider will provision each circuit pair described on the Order to the designated cabinet with primary and redundant feeds from diverse Power Distribution Units via the relevant containment, either below the floor or above the racking (as determined by the data center's design).
- (b) Provider will provide all power cable management relating to the supply of power up until the cabinets or racks, but not within the cabinets or racks.

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1.4. Power Circuits – Unprotected

- (a) Unless specified on the Order, Provider will provision each power circuit described on the Order to the designated cabinet with a single feed from a single Power Distribution Unit via the relevant containment, either below the floor or above the racking (as determined by the data center's design).
- (b) Provider will provide all power cable management relating to the supply of power up until the cabinets or racks, but not within the cabinets or racks.

2. SPACE

2.1. Private Cage

Provider will provide the following for the Private Cage (formerly known as Secure Cage) identified in the Order:

- (a) The raised floor area identified in the Order or the amount of floor space necessary to support the number of cabinets identified in the Order.
- (b) Perimeter metal fence.
- (c) Security via lock and key.
- (d) The power configurations identified in the Order.

2.2. Customer-Provided Cabinet

- (a) Customer, at its own expense, may provide and install the number of Customer-Provided Cabinets identified on the Order, subject to prior approval by Provider Data Center Operations, based on cabinet dimensions and weight.
- (b) Customer shall bear all liability for the installation and continued maintenance of the Customer-Provided Cabinet. All Customer-Provided Cabinets must meet Provider's design specifications in effect for the Delivery Location. All installations shall be done and coordinated with supervision by Provider. Customer shall be responsible to pay Provider for the supervision at the rates then in effect. Customer-Provided Cabinets occupying raised floor space may be subject to monthly fees equivalent to those rates charged by Provider for the floor space being consumed.

2.3. Provider-Provided Secure Standard Cabinet

Each Provider-provided Secure Standard Cabinet specified in the Order shall be suitable for housing computer and telecommunications equipment and shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) (Approximate external enclosure measurements of 600mm x 1000mm (24 in x 42 in).
- (d) Lockable front and rear doors with mechanical lock and key or three-digit combination lock.
- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Single-phase or three-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

2.4. Provider-Provided Secure Wide Cabinet

Each Provider-provided Secure Wide Cabinet specified in the Order shall include:

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- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) Approximate external enclosure measurements of 800mm x 1000mm (32 in x 42 in).
- (d) Lockable front and rear doors with mechanical lock and key or three-digit combination lock.
- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Single-phase or three-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

2.5. Provider-Provided Secure Deep Cabinet

Each Provider-provided Secure Deep Cabinet specified in the Order shall be suitable for housing computer and telecommunications equipment and shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) Approximate external enclosure measurements of 600mm x 1200mm (24 in x 48 in).
- (d) Lockable front and rear doors with mechanical lock and key or three-digit combination lock.
- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Single-phase or three-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

2.6. Provider-Provided Secure Oversized Cabinet

Each Provider-provided Secure Oversized Cabinet specified in the Order shall be suitable for housing computer and telecommunications equipment and shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) External measurements of 800mm x 1200mm (32 in x 48 in).
- (d) Lockable front and rear doors with lock and key or three-digit combination lock.
- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Single-phase or three-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

2.7. Provider-Provided Half Cabinet

Each Provider-provided Half Cabinet specified in the Order shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) 18U useable rack space.
- (c) Approximate external enclosure measurements of 600mm x 1000mm (24 in x 42 in).
- (d) Lockable front and rear doors with lock and key or three-digit combination lock.

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- (e) Raised floor to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Single-phase power feeds in the quantities, voltages, amperages, and configurations specified in the Order.

2.8. Shared Cabinet Rack Unit

Provider will provide a powered, racked equipment space within a secured, shared cabinet in the identified delivery location. Each Rack Unit will have 1U of useable rack space within a secured, shared cabinet that shall include:

- (a) EIA standard 19-inch (483mm) rack rails.
- (b) Minimum of 42U useable rack space.
- (c) External measurements of 600mm x 1000mm (24 in x 48 in).
- (d) Lockable front and rear doors with lock and key or three-digit combination lock.
- (e) Raised floor space to support the cabinet with proper air ventilation in a secure facility monitored 24x7 with card key access and closed-circuit/TV monitoring, conditioned power that uses UPS systems and backup generator capability.
- (f) Dual IEC 60320 C14 power feeds to support all equipment within the secure shared cabinet. Power will be dedicated to the shared cabinet to be shared by all customers in the cabinet via shared power distribution strips within the cabinet.
- (g) A shared network patch panel that supports copper and optical fiber connections.
- (h) To maintain security for all customers, customers purchasing a Shared Cabinet Rack Unit will have access only to their equipment in the shared rack via Provider Data Center personnel escort. Customer can request access through use of Operational Support hours using the Customer Portal. Customer may purchase management and monitoring services for equipment in Shared Cabinet Rack Units. Customer may not place single power cord equipment in a Shared Cabinet Rack Unit. Maximum power draw per Rack Unit will be 125 Watts. Customer may not place servers or storage devices in Shared Cabinet Rack Units.

3. SECURITY

3.1. Cage Security

Provider can provide and install one or more of the security features below, as set forth in the Order:

- (a) **Cage Access Control – Proximity Reader:** Radio-frequency ID (RFID) proximity card reader to control access to Customer's cage and provide enhanced access security, monitoring and recording capability.
- (b) **Cage Access Control – Proximity Reader/Keypad:** A combination RFID proximity card reader and keypad to control access to Customer's cage and provide enhanced access security, monitoring and recording capability.
- (c) **Cage Access Control – Biometric/Proximity Reader:** An electronic combination biometric fingerprint and RFID proximity card reader to control access to Customer's cage and provide enhanced access security, monitoring and recording capability.
- (d) **Cage Closed-Circuit TV Camera:** A closed-circuit fixed-lens, inward-facing TV camera to digitally monitor and record activity strictly within the Customer's cage for enhanced access security. Each Provider-provided closed-circuit TV camera will

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be securely connected to a digital video recorder/network video recorder (DVR/NVR) port on Provider's building video surveillance system panel.

- (e) **Cage Under Floor Access Barrier:** Barriers under the raised floor panels surrounding a Private Cage perimeter to provide enhanced access restriction and security, while allowing proper airflow and cabling.
- (f) **Cage Above Ceiling Access Barrier:** Barriers above the ceiling over a private cage perimeter provide enhanced access restriction and security, while allowing proper airflow and cabling.
- (g) **Additional Single Width Cage Door:** The number of additional single-width Private Cage doors specified on the Order. The width is in compliance with local code minimums or standard data center policy.
- (h) **Additional Double Width Cage Door:** The number of additional double-width Private Cage doors specified on the Order. The total width will be twice the minimum requirement set by local code or standard data center policy.

3.2. Installation and Use

- (a) Provider will be responsible for installation and activation of all cage access-control devices and associated cabling. Provider Data Center Operations will connect all cage access readers to the Provider building access monitoring system. Provider will provide access cards to Customer's registered employees. Provider will be responsible for monitoring and logging cage access records and will retain access data for 3 years.
- (b) By ordering an access control service, Customer represents it is the data controller, and its legal basis for implementing access control is to protect its legitimate interests, property, and physical assets on the Provider premises. Customer may request access reports from Provider teams by opening a Technical Information Request ticket via the Customer Portal using Operational Support hours. Provider will look to provide access logs within three (3) business days of the request.
- (c) By ordering a video surveillance service, Customer represents it is the data controller, and its legal basis for implementing video surveillance is to protect its legitimate interests, property, and physical assets on the Provider premises. All cabling and installation of the cameras must be performed by Provider. Cameras must be "fixed" lens and, within the caged space, must point inward and must not show any common aisles or areas exterior to Customer's caged space. Provider will be responsible for monitoring and logging closed-circuit TV video records and will retain video for a minimum of 31 days or maximum days as allowed by local law. Customer agrees to not move, adjust, or tamper with the inward-facing cage closed-circuit TV cameras. Customer contacts with Administrator authority may request CCTV footage from Provider Operations using Operational Support hours. Customer must come to the Provider facility to view any closed-circuit TV video footage. Provider will only release closed-circuit TV video footage to proper authorities with legal authorization for purposes of criminal investigation.

4. CABINET OPTIONS

4.1 Cabinet Options

Provider can provide and install one or more of the Cabinet options below, as set forth in the Order:

- (a) **Cabinet Access Security:** On both the front and back cabinet doors of the designated Provider Cabinet(s), a combination badge reader and electronically

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- controlled cabinet lock, securely wired to Provider's existing building access monitoring and control system to control, monitor and log cabinet access.
- (b) **Cabinet Video Security:** On both the front and back cabinet doors of the designated standard Provider Cabinet(s), an outward-facing, closed-circuit, standard-definition TV camera with recording capability to capture images of personnel attempting to access the cabinet. The cameras will be securely connected to a DVR/NVR port on a Provider building video surveillance system panel. By ordering a video surveillance service, Customer represents it is the data controller, and its legal basis for implementing video surveillance is to protect its legitimate interests, property, and physical assets on the Provider premises. All cabling and installation of the cameras must be performed by Provider. Cameras must be "fixed" lens and, within the caged space, must point inward and must not show any common aisles or areas exterior to Customer's caged space. Provider will be responsible for monitoring and logging closed-circuit TV video records and will retain video for a minimum of 31 days or maximum days as allowed by local law. Customer agrees to not move, adjust, or tamper with the inward-facing cage closed-circuit TV cameras. Customer contacts with Administrator authority may request CCTV footage from Provider Operations using Operational Support hours. Customer must come to the Provider facility to view any closed-circuit TV video footage. Provider will only release closed-circuit TV video footage to proper authorities with legal authorization for purposes of criminal investigation.
 - (c) **1U Horizontal Cable Organizer:** The number of 1U, 19 inch, in-cabinet, horizontally mounted cable organizer for each Provider-provided cabinet or caged rack, as specified in the Order, to be used by Customer for inter-device cable management within the cabinet.
 - (d) **2U Horizontal Cable Organizer:** The number of 2U, 19 inch, in-cabinet, horizontally mounted cable organizer for each Provider-provided cabinet or caged rack, as specified in the Order, to be used by Customer for inter-device cable management within the cabinet.
 - (e) **Vertical Cable Management:** The number of zero U, vertically mounted, in-cabinet cable organizer for each Provider-provided cabinet or caged rack, as specified in the Order, to be used by Customer for inter-device cable management within the cabinet.
 - (f) **Vented Floor Tile:** The number of vented floor tiles as specified in the Order as required to support proper airflow for each Provider-provided or Customer-Provided Cabinet whose power density requires additional cooling.
 - (g) **Load Spreader Plate:** The number of load spreader plates as specified in the Order as required to support each Provider-provided or Customer-Provided Cabinet whose total weight, including customer equipment, exceeds the data center's weight limitations or requirements.
 - (h) **47U Side Panel with 10 Grommet Holes:** The number of 47U cabinet side panels with 10 grommet holes, as specified on the Order, to allow cables to be passed between adjacent cabinets.
 - (i) **Equipment Shelf:** A single 4-post expandable shelf to mount within the 19-inch rails of Provider's standard cabinets. The shelf will support up to 100 kg.
 - (j) **Cabinet Power Distribution Units.** As set forth in the Order, Provider will provide and install the selected rack-mounted power distribution units for each power feed into a Cabinet to distribute power to equipment located in the Cabinet that requires C13 and C19 outlets. PDU options supported include:

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Input Voltages: North America: 120V, 208V, 208 3-Phase; EMEA: 230V, 230V 3-Phase

Input Amperages: North America: 20A, 30A; EMEA: 16A, 32A

Orientation: Vertical Zero U, Horizontal 1U, Horizontal 2U

Intelligence: Basic, Metered, Switched

C13 Power Outlets: Various

C19 Power Outlets: Various

5. STRUCTURED CABLING

As set forth in the Order, Provider will provide and install the selected modular Cat6/CAT6A copper and OM4/OS2 fiber patch panels, cabling and fly leads to support connectivity of Customer equipment between Customer Cabinets. Panel port densities offered include 6, 12, 24 and 48 Port options.

6. STORAGE

6.1. Storage Area

Provider will provide the following for the Dedicated Storage Area specified in the Order:

- (a) The amount of floor space area not on raised floor, as identified in the Order, to be used for storage of Customer's data center equipment in compliance with Provider's data center policies.
- (b) Perimeter walls or metal mesh enclosure surrounding the square foot area with standard single cage door.
- (c) Security via mechanical lock and key.

6.1.1. Storage-Area Use

Customer may use the Storage Space to store Customer equipment and miscellaneous supplies. Contents of the Storage Area are the sole responsibility of Customer. To reduce the risk of fire, combustible materials or material with similar properties must not be stored in the Storage Area. All unpacking must be done in a designated area of the facility. Boxes and packing materials must be removed the same day from the facility. Paper for printers must not be stored in the Storage Area. Cabinets and shelves for equipment must be constructed of non-combustible materials.

Provider shall be entitled, at its sole discretion, to remove materials it determines to be flammable or combustible that have been stored in the Storage Area. Provider may invoice Customer for reasonable costs for material removal. Unless equipped with an electronic badge access or biometric reader, keys to Storage Area will be kept on site and managed by onsite Provider personnel. Customer must request Storage Area keys from Provider personnel and must return the key prior to leaving the facility. Storage Space Services are subject to Provider's Data Center Rules and Regulations, as updated periodically and located on the Customer Portal. Upon termination or expiration of the Order, Customer shall immediately remove all customer equipment from the Storage Area and return the Storage Area to its original state. If Customer does not remove Customer equipment from the Storage Area and return the Storage Area to its original state, as required, Provider shall be entitled:

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- (a) To charge Customer at Provider's then-prevailing rates for Customer's continuing use of the space (and any power consumed).
- (b) Without liability, at Provider option and at Customer's cost, remove, store, or dispose of such equipment. If any Customer equipment remains in storage for more than 60 days, Provider may dispose of the equipment. Provider may redeploy any Provider provided equipment to another use in its sole discretion.

The exercise of any of the above rights by Provider shall not relieve Customer of any of its payment obligations under the Order.

6.2. Equipment Storage Locker

Provider will provide the following for each Equipment Storage Locker specified in the Order:

- (a) Storage locker with lock and key access to be used for storage of Customer equipment in compliance with Provider's data center policies.

6.2.1. Equipment Storage Locker Use

Customer may use the Equipment Storage Locker for equipment pertaining to the Colocation environment. Contents of the Equipment Storage Locker are the sole responsibility of Customer. To reduce the risk of fire, combustible materials or material with similar properties must not be stored in the Equipment Storage Locker. All unpacking must be done in a designated area of the facility. Boxes and packing materials must be removed the same day from the facility. Paper for printers must not be stored in the Equipment Storage Locker. Provider shall be entitled, at its sole discretion, to remove materials it determines to be flammable or combustible that have been stored in the storage locker. Provider may invoice the customer for reasonable costs for material removal.

Unless otherwise specified on the Order, keys to the Equipment Storage Locker will be kept on site and managed by onsite Provider personnel. Customer must request Equipment Storage Locker keys from Provider personnel and must return the keys prior to leaving the facility. Equipment Storage Locker Services are subject to Provider Data Center Rules and Regulations, as updated periodically and located on the Customer Portal.

6.3. Data Center Office Space

Provider will provide the following for the Data Center Office Space specified in the Order to accommodate a Customer work area within the Provider facility in which the Colocation Services are located:

- (a) The amount of floor space specified in the Order.
- (b) Perimeter walls, as specified in the Order, with a single standard office space door.
- (c) One non-redundant house 120V/20A or 230V/16A power supply with quad outlets per 50 square foot (5 square meter) area.
- (d) One RJ45 CAT6 voice connection per 50 square foot (5 square meter) area.
- (e) Three CAT6 RJ45 data connections per 50 square foot (5 square meter) area.
- (f) Combination RFID proximity card reader and keypad to control access to the Data Center Office Space and provide enhanced access security, monitoring and recording capability.

6.3.1. Data Center Office Space Use

Unless otherwise agreed to by Provider in advance, Customer access to office space will be limited to normal business hours of 8AM to 5PM, Monday through Friday. Upon termination or expiration of the Order, Customer shall immediately remove all Customer equipment from the room and return the room to its original state. If Customer does not remove the Customer equipment from the room as required and return the room to its original state, Provider shall be entitled:

- (a) To charge Customer at Provider's then-prevailing rates for Customer's continuing use of the space (and any power consumed).
- (b) Without liability, at Provider's option and at Customer's cost, either remove, store, or dispose of such equipment. If any Customer equipment remains in storage for more than 60 days, Provider may dispose of the equipment. Provider may redeploy any Provider provided equipment to another use in its sole discretion.

The exercise of any of the above rights by Provider shall not relieve Customer of any of its payment obligations under the Order.

7. OPERATIONAL SUPPORT

7.1. Operational Support

Provider will provide Customer with access to operational support personnel to assist Customer during the site's support hours for the number of hours per month specified in the Schedule. Provider can perform the following tasks for non-managed devices, each as requested and directed by Customer. Where indicated, Customer must provide a signed Release of Liability Form for certain requests:

- (a) **Remote Hands:** Execution of command(s) to power up, restart, reboot, determine equipment operating status or facilitate configuration changes. Visual inspection of equipment. Un-racking equipment for preparation for shipping.
- (b) **Media Handling:** Under instructions of Customer, Provider will provide media handling as ad hoc changes taking place periodically or scripted changes that are pre-agreed to between Customer and the local Data Center Operations Management and are subject to both Parties agreement to the Media Handling Responsibilities Matrix. Tapes, CDs, and other media formats can be rotated periodically in accordance with Customer's rotation policy and procedures. Customer must provide all necessary procedures, media, storage containers and media pick-up arrangements.
- (c) **Hardware Installation:** Installation of OEM-supported, non-managed hardware devices and components identified in the request ticket. Receiving, unpacking, and installing of the hardware into computer racks or cabinets in accordance with completed customer design requirements (CDR) form. Installation of Customer-provided network patch cables within Customer's environment, with a maximum of 20 patch connections. If Customer needs assistance with more than 20 connections, it can engage Provider's Professional Services team. A signed Release of Liability Form is required for the following Hardware Installation tasks:
 - i. Hardware component support
 - ii. Replace memory (blade servers, servers, firewalls)
 - iii. Replace processor
 - iv. Replace CPU fan and cooling fans inside servers
 - v. Replace blade server components

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- vi. Replace hot-swappable cards
 - vii. Replace non-hot-swappable cards
 - viii. Replace hot-swappable power supply
 - ix. Replace non-hot-swappable power supply
 - x. Drive replacement
- (d) **Cabling Request:** Provider can install, move, or remove Customer-provided cabling for non-managed devices/services. Ad hoc requests for as-needed support will be limited to 20 cables. If Customer needs assistance with more than 20 cables, it can engage Provider's Professional Services department.
- (e) **Request for Technical Information:** Customer-Requested Power Utilization Reports, Audit Data, Rack info, Environment Audit reports. A signed Release of Liability Form is required for the following Information Request tasks:
- i. Provide pictures of Customer cabinets or devices
- (f) **Shipping and Receiving:** Prepare Customer equipment packages to be shipped. Provide chain of custody for package to shipping vendor.
- (g) **Other Tasks:** Provider can perform other as needed or recurring tasks as directed by Customer at Customer's own risk. Customer is required to provide concise tasks and be contactable for queries and any escalations. Customer may be required to provide a Release of Liability form.

8. COLOCATION GENERAL TERMS

8.1. Access

Provider will provide Customer's employees, agents, and other authorized representatives, as Customer may periodically reasonably designate, 24x7 access to its Provider-provided cabinets, Customer-Provided Cabinets, or Private Cage areas, where the Customer-provided equipment is located, as per Provider data center policy.

8.2. Security

The Colocation Services shall be in a secure facility monitored 24x7 with card key access and closed-circuit TV monitoring, conditioned power that uses UPS systems and backup generator capability. Provider controls physical access to the space as per Provider data center policy.

8.3. Facility Rules and Regulations

Colocation Services are subject to Provider's Data Center Rules and Regulations as well as associated policies, which are updated from time to time and located on the Customer Portal.

8.4. Right to Change

Provider reserves the right to change the location or configuration of the Services within the Delivery Location or to another Provider facility; provided, however, that Provider shall not arbitrarily or discriminatorily require such changes and that Provider shall work in good faith with Customer to minimize any disruption to Customer's Services. Provider shall provide Customer with at least 90 days prior written notice of such relocation or reconfiguration. In the event of a relocation, Customer shall have the right to terminate the Order without penalty by providing written notice within 30 days after receipt of Provider's written notice.

8.5. Power Charges

Included within Customer's contracted kW rate is the cost of power ("Facility kW Cost") used to support the equipment. The Facility kW Cost is made up of the facility cost per kWh from the energy supplier and/or associated partner which is then defined per Provider facility and updated from time to time when Customer contracted kW rates are set. The Facility kW Cost per Provider facility will be posted on the Customer Portal.

In the event the facility cost per kWh increases more than ten percent (10%) above the Facility kW Cost, Provider may charge Customer a monthly or quarterly Energy Cost Surcharge ("ECS") until such time as the facility cost per kWh returns to less than ten percent (10%) of the published Facility kW Cost. All calculations related to ECS will be documented in a power report. ECS will be invoiced monthly or quarterly, at Provider's discretion, and payment remitted by Customer in accordance with the terms of the Agreement. All such billing will reflect the prior month's or quarter's usage and fees. Supporting documentation of such usage and fees will be provided to Customer upon request.

The following is for illustrative purposes only:

A – Facility kW Cost as set by Provider from time to time.

B – Cost per kWh (for that specific facility) charged to Provider by the energy supplier and/or associated partner at time Facility kW Cost (A) was set.

C – Current cost per kWh (for that specific facility) charged to Provider by the energy supplier and/or associated partner.

D – Prior month's average kW usage as shown on the customer power report. If C is greater than 110% of B, then $ECS = D * A * (C/B - 1)$

So, if the previous month's average kW usage was 30 kW, the established Facility kW Cost is \$113, the established facility cost per kWh is \$0.09, and the current facility cost per kWh is \$0.11. Then, Provider may charge Customer an ECS for the prior month or quarter, which would amount to \$753.33 (calculated as $30 * 113 * (0.11/0.09 - 1)$).

8.6 Power Circuit Draw

Customer's power draw on any circuit or combined redundant pair may not exceed 80% of the rated amperage. In a redundant pair, each power circuit (A or B) may draw up to 80% of its rated amperage or kW in a failover situation. The power draw between a redundant pair must be balanced between both supplies (40% on A, 40% on B) wherever possible; however, the total draw of an individual power circuit cannot exceed 80% of the rated amperage or kW of the individual circuit and must be within the contracted allowance for these Services.

8.7. Power Audits

Provider may audit Customer's power consumption and, if Customer is using redundant power in a non-redundant fashion or is otherwise drawing more power than permitted, Provider will notify Customer and Customer will have 3 business days to balance or reduce its power loads, as the case may be. If Customer fails to balance or reduce its power loads as required above, Provider may, in addition to any other rights and remedies, charge Customer for the non-redundant or additional power usage.

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8.8. Power Density

Unless otherwise specified on the Order, Customer's power drawn at any time, in any area of the space, may not exceed an average power density of 100 Watts per square foot, averaged over the square footage of the allocated space. This limit applies to peak power draw and is not an average over time.

8.9. Cabinet Installation

Unless otherwise agreed to, Provider will provide, install, and maintain Provider-provided Cabinets and all related Provider equipment and Provider software. Customer is responsible for the operation, inspection, maintenance and repair of the Customer-Provided Cabinets, Customer equipment and Customer software as well as for using qualified and, if applicable, properly licensed agents or subcontractors. If Customer requires access to any associated cabling at the Delivery Location (whether power, networking, telecommunications or otherwise), then, unless otherwise agreed to by Provider, such access and any activities in relation thereto may only be done by Provider and are subject to payment of its then-current hourly rate.

8.10. Ownership

The Order does not grant exclusive possession of the whole or any part of any Colocation Services to Customer, nor does it create any landlord and tenant relationship between the Parties.

9. SERVICE-LEVEL AGREEMENTS

9.1. Power Availability Service-Level Agreement

Agreement: Power will be available 100% of the time to the equipment supported by the Colocation Services. The service-level agreement (SLA) is only available to equipment:

- (h) Connected to redundant power circuits that are not exceeding 80% of the power capacity of one of the circuits.
- (i) Supporting multiple redundant power feeds.

Measurement: Power availability is determined on a monthly basis as the unscheduled time that dual power feeds were simultaneously unavailable.

Remedy: If Provider fails to meet the Power Availability SLA, Customer is entitled to a credit equal to the percentages identified in the table below for each month in which the failure occurred:

Power Availability	Percentage Service Credit (% of Colocation Services Monthly Fee)
>=99.7% and <100%	10%
>=99.5% and <99.7%	20%
<99.5%	40%

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9.2. Temperature SLA

Agreement: Provider uses the latest ASHRAE TC 9.9 Allowable Class A1 for Data Centers for temperature and humidity settings (the “ASHRAE Standard”). In the event that the ASHRAE Standard is updated, this SLA shall be amended automatically to reflect the ranges reflected in the update.

The temperature in the space shall remain within the ranges below:

Minimum Temperature	Maximum Temperature
59 degrees Fahrenheit	89.6 degrees Fahrenheit
15 degrees Celsius	32 degrees Celsius

Measurement: Provider will monitor the average temperature across all Provider supply sensors or zonal air sensors, where applicable, within the computer room, every 15 minutes.

If requested by Customer on no more than a quarterly basis, or more frequently if Customer has a reasonable belief that Provider is exceeding the parameters set forth herein, Provider will provide Customer with written reports setting forth the temperature readings for the space measured in the previous 30-day period.

Remedy: If Provider fails to meet this SLA such that the temperature falls outside the target limits for more than 60 consecutive minutes and causes interruption of usage to any Customer-provided equipment, then, Customer is entitled to 1-day credit, equivalent to 1/30 of Customer's monthly Colocation charges, for each day service is in non-compliance with the temperature agreement. If, during any rolling 30-day period, eight or more cumulative hours of temperature outage occur, Customer shall be entitled to 30 days credit, equivalent to Customer's monthly Colocation charges.

9.3. Humidity SLA

Agreement: Provider uses the latest ASHRAE TC 9.9 Allowable Class A1 for Data Centers for temperature and humidity settings (the “ASHRAE Standard”). In the event that the ASHRAE Standard is updated, this SLA shall be amended automatically to reflect the ranges reflected in the update.

The humidity in the space shall not decrease below 20% and shall not increase above 80% as measured by Provider.

Measurement: Provider will monitor the average humidity across all Provider supply sensors or zonal air sensors, where applicable, within the computer room every 15 minutes.

If requested by Customer on no more than a quarterly basis, or more frequently if Customer has a reasonable belief that Provider is exceeding the parameters set forth herein, Provider will provide Customer with written reports setting forth the humidity readings for the space measured in the previous 30-day period.

Remedy: If Provider fails to meet this SLA such that the humidity falls outside the target limits for more than 60 consecutive minutes and causes interruption of usage to any Customer-provided equipment, Customer is entitled to 1-day credit, equivalent to 1/30 of

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Customer's monthly Colocation charges, for each day service that is in non-compliance with the humidity agreement. If during any rolling 30-day period, eight or more cumulative hours of Humidity Outage occur, Customer shall be entitled to 30 days credit, equivalent to Customer's monthly Colocation charges.

10. GENERAL SERVICE TERMS

These Services are also subject to the General Service Terms.