

Facility Principles of Behavior and Safety Regulations ("Regulations")

Charlotte, NC Segra's Data Centers, LLC

The following Regulations set forth the general rules to regulate Licensee personnel and activities within the Licensed areas and Premises of Licensor. All Regulations incorporate by reference the relevant Interconnection Facilities License Agreement between Segra's Data Centers, LLC ("Licensor") and Client signing below (the "Agreement"). Any continuing breach of any of the Regulations which remain un-remedied following written notice from Licensor shall constitute a material breach of the Agreement, and shall entitle Licensor to take remedial actions outlined in these Regulations and/or as provided for in the Agreement. Licensor reserves the right to modify, update, or enhance these Regulations on occasion when deemed appropriate by Licensor.

Minimum Standards Guidelines (Standards, Codes, and References)

Schedule A is attached to these Regulations and is a listing with references to precise industry standards, codes, and references ("Codes and Standards Schedule") by which all Clients and their representatives, employees, contractors, and agents shall be required to adhere to as they apply to collocation activities within and upon the Premises or when otherwise performing any work or related activities at the Premises. Compliance and adherence to these Standards and Codes is required as a condition of this Agreement, applicable to all Licensees. These Standards and Codes are intended to ensure the integrity of all Licensor and Licensee networks and equipment, as well as the facilities as a whole. These such Codes and Standards shall be controlling in connection with the application and interpretation of the Regulations set forth below.

1.0 Facility Space Regulations

Clarification of Licensor 24/7 access rights: Client acknowledges the understanding of the definition of Vertical Common Areas (VCA) in all Licensor facilities. The VCA refers to the physical area of space in each facility operated by Licensor that descends from the ceiling to the floor of the facility, and in the case of raised flooring, the area of space underneath the raised flooring, between the raised flooring and the floor. The VCA area is intended for exclusive use of the Licensor to allow for proper operation of each facility (such as the installation of infrastructure elements such as conduit, junction boxes, and other necessary elements) and access to these areas is prohibited by Licensee unless otherwise noted in a written agreement executed by both the Licensee and Licensor.

- 1.1 No access to the VCA is granted to Licensee with this agreement. In order to maintain VCA in accordance with a properly functioning facility, Licensor employees and subcontractors retain the right to have unrestricted access to all areas, including the Licensee Approved Areas (LAA). Licensor will provide advance notice, where due, to Licensee when maintenance and/or other Licensor operations regarding VCA affects LAA. Adequate liability insurance shall be maintained by ALL employees, subcontractors, or personnel who access VCA abutting to LAA. This provision allows for the safety and benefit of Client equipment within the affected areas where maintenance or construction work is performed.
- 1.2 Client agrees not to damage any property of or related to other clients, the Licensor, the building landlord, or any portion of the property or premises.
- 1.3 Client agrees to operate in cautious manner that does not jeopardize any equipment belonging to other clients. Due to the critical importance of sanitization and facility stability, client agrees to notify Licensor prior to beginning any major activity involving any element of construction. Client agrees to regard all elements of structure inside of Licensor facilities when on Premises, and pledges to be non-disruptive when on Premises. All activities engaged by client shall comply with this agreement and the applicable provisions herein.
- 1.4 Client pledges to adhere to "good housekeeping" policies, such as prompt removal of any trash generated by Client or Client's employees or subcontractors. Licensor will assume no expense for removal of Client's trash, and Client will incur any and all charges associated with trash removal if Licensor has to address a situation. Licensor reserves the right to remove and dispose of any items not disposed of properly by the Client. Food and beverages of any type are strictly prohibited in and around the VCA and LAA.
- 1.5 Client agrees not to encumber the area outside of their assigned rack within the LAA with any equipment. All Client equipment and property must remain inside of their assigned rack, allowing for 30" of minimum space at the both the front and rear of the assigned rack.
- 1.6 Any hazardous or combustible material is strictly prohibited from all facilities and their surrounding premises. This includes cardboard inside of a cabinet, rack or any LAA area.
- 1.7 All equipment must be installed within the assigned rack footprint
- 1.8 Cabling of any type must be terminated on DSX panels in the area designated by the Licensor. Any and all Client representatives are forbidden from entering this area unless escorted by Licensor personnel. An appropriate Fiber Distribution Panel will allow for proper fiber termination.





- 1.9 Client is fully responsible for the termination of the power and signal cabling in their equipment; including A&B DC power.
- 1.10 Client is liable for any outages resulting from the DC power exceeding a single feed rating. The maximum DC power provided to Client as A & B power will be rated for a single feed. Client is fully responsible for payment of any consumed power that exceeds the single feed rating that is specified in the related Licensor agreement for Colocation services.
- 1.11 All installations are subject to approval by Licensor and must comply with the terms and conditions of this agreement. Standards supplied by the Licensor shall be followed for the connecting of cables that interface or cross-connect with Licensor (or any other carrier equipment or panels) within the Premises. Client agrees to adhere to proper telecommunications industry standards with regards to installation and removal of equipment in a central office environment.
- 1.12 Power may not be cross shared between cabinets. Each power circuit is dedicated only to an assigned cabinet and power may only be used within the assigned cabinet.
- 1.13 Extension cords (also known as "drop cords") are to be used for temporary uses only; extended use will not be tolerated, permanent use is prohibited.
- 1.14 Client agrees not to put at risk the Licensor's (or any other client's) ability to conduct business in any manner.
- 1.15 All Federal, State, and Local laws shall be fully complied with.
- 1.16 Client agrees to adhere to all and any Licensor policies for physical visitation logging procedures. Client shall have access to Client's equipment per the terms stated in the Agreement that is executed by both parties. The initial Client visit to any facility must be coordinated with the Operations Department at the specific facility. A minimum of five (5) days' notice is required.
- 1.17 Client agrees to correct, within seven (7) days, any violation of these Regulations, or any other unacceptable situation, circumstance, issue, or practice once they have been provided with a notice by the Licensor. If the violation requires more than seven (7) days then the Client must provide a written plan with information detailing the anticipated timeline and solution. Licensor reserves the sole right in determining the validity of any plan of correction. If the Licensor deems the correction of the violation to be unacceptable for any reason, the Licensor will either have the option of (i) correcting the violation at the Client's expense, or (ii) pursuing a course of action which is provided for in the related Client Agreement for services, which may include disconnection of services (including but not limited to power, connectivity, and restriction of access to any facilities.)

2.0 Equipment Specifications

- 2.1 Client agrees to ensure that all Equipment located anywhere on the Premises of any Facility does not pose any safety hazard to any personnel including: any and all electrical hazards, slip hazards, falling hazards, hazards related to overloaded ladders or equipment racks, hazardous materials, improper storage deficiencies, improperly secured items, and inadequate egress or ingress space. All Federal, State, and Local safety codes and OSHA standards shall apply.
- 2.2 Slack coil is only permitted inside of Client's cage/cabinet, provided that they are kept tidy and secure. No slack coil is permitted in junction boxes, on a ladder rack, or in MMA Relay Racks (unless RUs are reserved by Client's for such a purpose).
- 2.3 Client agrees not to encumber, interfere, or encroach the rack space or other designated area of any other Client. Client further agrees that all of Client's equipment and any other items of Client's shall remain within the allotted space provided to Client by Licensor.
- 2.4 Client agrees to notify Licensor of any and all Equipment removals or additions (i.e. rack or shelf). The provisions of the applicable agreement will apply to these activities.
- 2.5 Unless a rack is located inside of a Client's private cage, no device shall exceed eleven (11) inches from the center of the vertical post of any rack.
- 2.6 Customer equipment must remain in satisfactory operational state. Segra's Data Centers staff may alert customer of visual or audible alarms residing on their equipment. All equipment alarms must be cured within a 1 week period from notification.

3.0 Procedures Regarding Corrective Actions

In certain situations where Licensor determines through its professional analysis and conclusion that Actions must be taken to correct a situation, Licensor will act in accordance with Telcordia guidelines and the following procedures shall apply:

Immediate Action – Problems that usually consist of safety or service require the following:

Direct personal interface

"Real Time" action management

Expedited handling

Scheduled Action - Problems to be rectified at an agreed upon date





Prioritized corrective action Agreed upon due date Escalation if necessary Penalty for non-compliance

Extreme safety violations are subject to immediate correction by Licensor without prior notice to Client. Corrections made by Licensor in these situations will be performed at the expense of the Client and the Client will be billed for the time and materials that are consumed to enact the correction.

4.0 Facility Access

Physical access to the data center for customers will be limited to those with administrative need to enter the data center. Access will be provided via PIN authorization and biometric scanner through an approved enrollment process. Only direct customer employees are permitted to have unescorted access to the data center. All vendors and subcontractors of a customer must be escorted by the customer at all times within the data center or scheduled 24 hours in advance for a Segra's Data Centers provided escort on customer's behalf. All escorted access by Segra's Data Centers staff will be billed as standard remote hands fees.

SCHEDULE A

CODES AND STANDARDS

This Codes and Standards Schedule is an integral component of the Regulations, as to which this document is an incorporated Schedule. The following list of documents details the standards to which all individuals performing work at the Premises are required to adhere. Compliance to these details is mandatory. Adherence to these standards shall ensure the integrity of the Premises and as a result shall ensure the integrity of the networks of those Clients and companies that have permission to be within the Premises. I. Telcordia¹

GR-1502-CORE Central Office Environmental Detail Engineering Generic Requirements

GR-1275-CORE Central Office Environment Installation/Removal Generic Requirements

TR-NWT-001275 Central Office Environment Installation/Removal Generic Requirements

TR-EOP-000063 Network Equipment Building Systems (NEBS)

TR-TSY-000078 Generic Physical design Requirement for Telecommunications Products and Equipment

TR-EOP-000295 Isolated Ground Plains: definition and Application to Telephone central Offices

TR-TSY-000785 System Equipment Engineering Associated Services Quality Program Analysis

TR-TSY-000893 Telecommunications Installation Service Quality Program Analysis

TR-NWT-00108 Electromagnetic Compatibility and Electrical Safety Generic Criteria For Network Telecommunications Equipment

TR-NWT-001252 Bellcore's (Telcordia) Quality System Generic Requirements for Hardware

II. National Electric Code, NFPA 702

Article 110 Requirement for Electrical Installations

Article 250 Grounding

Article 645 Information Technology Equipment

Article 770 Optical Fiber Cables and Raceways

Chapter 8 Communications Systems

III. ANSI / TIA / EIA³ (Telecommunications Industry Association/Electronics Industry Association) TIA/EIA-455 Fiber Optic Standards

TIA/EIZ-526 Optical Fiber Systems Test Procedures

ANSI/TIA/EIA-568A Cabling Standard

ANSI/TIA/EIA-569A Pathways and Spaces

ANSI/TIA/EIA-606 Administration Standard

ANSI/TIA/EIA-607 Grounding and Bonding

ANSI/TIA/EIA-758 Customer Owned Outside Plant (OSP)

TIA/EIA Bulletin TSB67 Transmission Performance Specifications

IV. The BICSII (Building Industry Consulting Service International) Telecommunications Distribution Methods Manual

¹ TELCORDIA Technologies

www.telcordia.com

(800) 521-2673

² National Fire Protection Association

1 Batterymarch Park Quincy, MA 02269

www.nfpa.org

³ Global Engineering Documents

15 Inverness Way East 8610 Hidden River Parkway

Englewood, CO 80112

(800) 624-3974

www.global.his.com

BICSI

8610 Hidden River Parkway Tampa, FL 33637

(800) 242-7405

www.bicsi.org

