

BLUEBIRD DATA CENTER SERVICE DESCRIPTION

This Bluebird Data Center Service Description (“Data Center Service Description”) governs the relationship between Bluebird Network, LLC, (“Bluebird”) and a Customer purchasing Services as set forth on a Service Order (“Customer”), (each a “Party” and collectively the “Parties”).

1. Services. This Data Center Service Description shall govern the relationship between the Parties solely as it relates to Services offered by Bluebird Underground, LLC or Bluebird Quad Cities, LLC. Bluebird shall provide Services to Customer as set forth on a Bluebird Service Order or on an accepted Data Center Customer Portal online order (either a “Service Order”) entered into between the Parties. Unless otherwise expressly stated in the applicable Service Order, Bluebird may, at its option, increase pricing for the Services up to four percent (4%) annually during the initial term. Upon expiration of the initial term, and in addition to any other rights granted in the Services Agreement, the Service(s) shall automatically renew on a month-to-month basis until the Service terminates in accordance with the terms of the Agreement with a four percent (4%) increase annually.
2. Customer shall not directly or indirectly interconnect utilizing wired, wireless, or other technologies, to any other customer cabinet, space or carrier without the prior written approval of Bluebird. Customer will follow industry standards with regard to installation and removal of their equipment. No equipment or wiring shall protrude beyond and shall be wholly contained within the Colocation space. “Colocation” means the designated area, including HVAC, floor space, and cabinet space designated for use by Customer, as set forth in the applicable Service Order.
3. Bluebird Default. (i) In the event of a Chronic Problem as defined in Section 6.K of this Service Description, Customer, upon thirty (30) days written notice to Bluebird, may terminate this Data Center Service Description, regardless of any term remaining without penalty or liability associated with such termination. (ii) If Bluebird fails to restore the power availability guarantee as detailed in Section 6(A) within forty-eight (48) hours following an outage, Customer may terminate this Data Center Service Description by giving thirty (30) days' written notice to Bluebird within five (5) days after the occurrence. Failure to give such notice shall waive Customer's right to terminate for that Service Interruption. This remedy shall not apply to the extent the power outage is caused by Customer.
4. This Data Center Service Description shall be governed by the laws of the state of Missouri and the venue for any action arising out of this Agreement shall be Jackson County, Missouri.
5. Data Center Services. Services provided by Data Center include:
 - Colocation.
 - Rooftop Colocation as described in the Rooftop Colocation Addendum
 - Power.
 - Cross Connect or XC. XC include simple XC, dark fiber XC, and dark fiber XC extended.
 - Dedicated Internet Access or DIA
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 - Smart Hands as defined in the [Smart Hands Addendum](#) to this Service Description

Service Level Agreement

If the Bluebird obligation is not met, the credit set forth below will be issued to Customer if requested and verified by Bluebird; except in the event Customer is a cryptocurrency miner, in which case no credits shall be given for any SLA deviation.

Calculation of any missed SLA shall begin upon the earlier of Bluebird's actual knowledge of the incident or Bluebird's receipt of notice from Customer of the alleged incident. To receive credit if the obligations in this SLA have not been met, Customer must immediately contact Bluebird at 877.766.2662 and submit a written report with instances to DisputeResolution@Bluebirdnetwork.com and the Data Facility Manager within thirty (30) days of the end of the month for which credit is requested.

The maximum aggregated amount of Service credits to be issued to Customer under this Data Center Service Description shall not exceed one-hundred percent (100%) of the total Monthly Recurring Charge for the applicable Service Order.

A. Power Availability

Power will be available to Customer's cabinet(s) 100% of the time, measured over calendar month, when redundant A+B circuits are delivered; otherwise 99.99% for single circuit fed cabinets. Should Bluebird fail to meet the Power Availability, Bluebird, upon Customer's request, will credit Customer's monthly invoice in accordance with the following credit schedule. The Power Availability applies to the affected cabinet(s) only. A power outage shall begin when Customer loses complete power to a cabinet. A credit will not be issued if Customer experiences a power loss on one side of an A+B power configuration; additionally, such power loss will not be deemed a non-compliance to the SLA for purpose of Chronic Problem calculation.

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| “A Side” (single circuit) SLA Schedule | | “A + B Side” (dual circuit) SLA Schedule | |
|--|--------------------------------------|--|--------------------------------------|
| Length of Interruption | Credit Against Monthly Power Charges | Length of Interruption | Credit Against Monthly Power Charges |
| < 5 minutes | 0% | < 5 minutes | 5% |
| 5 – 60 minutes | 10% | 5 – 60 minutes | 25% |
| 61 – 120 minutes | 25% | 61 – 120 minutes | 50% |
| 121 – 360 minutes | 50% | 121 – 360 minutes | 100% |
| > 361 minutes | 100% | | |

The 100% Power Availability does not apply to non-redundant (“A side” power only) customers during announced temporary power outages due to Event Maintenance, Scheduled Maintenance, or Emergency Maintenance (as such are defined in the Bluebird Data Center Customer Guidelines available at www.Bluebirdnetwork.DataCenterServices/AgreementsandCustomerGuidelines) operating above 80% of the breaker rating.

B. HVAC

Bluebird will maintain an average temperature of 65-78 degrees Fahrenheit at the outlet of cold aisles within the Colocation space over a 24-hour period. However, temperatures may temporarily fluctuate in the range of 64 to 80 degrees Fahrenheit, and Bluebird does not commit to any temperature range inside cabinets. If the HVAC service level is not met in any twenty-four (24) hour period, Bluebird will credit Customer’s account for the actual time that Service was not in compliance with the HVACs service level. Bluebird reserves the right to modify the upper and lower limit for cold aisle temperatures in accordance with the latest ASHRAE recommendations for IT equipment upon fifteen (15) days’ notice to Customer. A missed SLA shall be deemed to have occurred, however a credit shall not apply during such related Event, Scheduled or Emergency Maintenance notifications.

| Length of noncompliance | Credit Against Colocation Charges |
|-------------------------|-----------------------------------|
| 30 – 60 minutes | 10% |
| 61 – 120 minutes | 50% |
| 121 – 360 minutes | 100% |

C. Relative Humidity

Bluebird will maintain ~ over a 24-hour period ~ an average relative humidity within the Colocation space that meets the currently published ASHRAE data center standards. However, operating percentages may temporarily fluctuate plus or minus 5 to 7 percent outside of the published standards and Bluebird does not commit to humidity percentages within specific cabinets. If Bluebird does not meet the Relative Humidity service level in any twenty- four (24) hour period, Bluebird will credit Customer’s account for the actual time that Service was not in compliance with the Relative Humidity service level. Bluebird reserves the right to modify the upper and lower limit for relative humidity in accordance with the latest ASHRAE recommendations for IT equipment.

| Length of noncompliance | Credit Against Colocation Charges |
|-------------------------|-----------------------------------|
| 30 – 60 minutes | 10% |
| 61 – 120 minutes | 50% |
| 121 – 360 minutes | 100% |

D. Cross-Connect and Dark Fiber Cross-Connect Availability

Cross-connects (“XC”) will be available to Customer 100% of the time after initial installation. If the Cross- Connect Availability is not met and upon Customer's request, Bluebird will credit Customer's monthly invoice in accordance with the following credit schedule. The Cross-Connect Availability applies to the XC for the affected circuit only and does not apply during related Event, Scheduled or Emergency Maintenance notifications.

| Length of Interruption | Credit Against XC Charges |
|------------------------|---------------------------|
| < 5 minutes | 10% |
| 5 – 60 minutes | 25% |
| 61 – 120 minutes | 50% |
| 121 – 360 minutes | 100% |

E. Dedicated Internet Access

Dedicated Internet Access (DIA) is a high capacity, full duplex, Internet Protocol (“IP”) Service connecting the Customer’s network to Bluebird’s IP Network.

The Bluebird IP Network, as defined in this section, shall be available and capable of forwarding IP packets 99.99% of the time, as averaged over a

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calendar month. The Bluebird IP Network includes the customer's access port (the port on the Bluebird aggregation router upon which the customer's circuit terminates) and the Bluebird IP Backbone Network. The Bluebird IP Backbone Network includes Bluebird owned and controlled routers and circuits (including any transit connections). Credits are based upon a percentage of the MRC for the non-performing Service from the Bluebird IP Network to Customer demarcation point as follows:

| Availability | Credit Against DIA Charges |
|--------------|----------------------------|
| <99.99% | 10% |
| <99.9% | 20% |
| <99.8% | 30% |
| <99.7% | 40% |
| <99.6% | 50% |
| <99.5% | 100% |

F. Latency

The Bluebird IP Backbone Network (as defined in the previous section) shall have an average round trip packet transit time within the Bluebird IP Backbone Network over a calendar month of 40 ms or less. The average latency is measured as the average of 15-minute samples across the Bluebird IP Backbone Network taken throughout the calendar month. Latency is measured using the Bluebird network management system which is the sole and conclusive measurement. Credits are based upon a percentage of the MRC for the non-performing Service from the Bluebird IP Network to Customer demarcation point as follows:

| Latency Metrics | Credit Against DIA Charges |
|---------------------|----------------------------|
| 40.01 to 50.00 ms | 5% |
| 50.01 to 60.00 ms | 15% |
| 60.01 to 70.00 ms | 35% |
| 70.01 ms or greater | 50% |

G. Exceptions

In addition to exceptions elsewhere in this Service Description, a missed SLA shall not be contributory to a Chronic Problem and Customer shall not receive a credit if the missed SLA is due to or caused by:

1. Customer or others authorized by Customer to use the Services under the Agreement, or those parties' failure to follow Bluebird Data Center Customer Guidelines.
2. Actions or inactions of Customer (unless undertaken at the express direction of Bluebird) or third parties beyond the control of Bluebird.
3. A result of Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Bluebird.
4. Event, Scheduled and Emergency Notification activities.
5. A force majeure event as defined in the Agreement.
6. Issues related to or caused by a third party's network, hardware or facility or any third-party outages.

H. Event, Scheduled and Emergency Maintenance Notification

Event, Scheduled and Emergency Maintenance notification policies are defined in the Bluebird Data Center Customer Guidelines, which is available at www.Bluebirdnetwork.DataCenterServices/AgreementsandCustomerGuidelines.

I. Additional Data Center Services.

Service Description terms and conditions for SmartHands and Rooftop Equipment Services are found at [SMARTHANDS ADDENDUM](#) AND [ROOFTOP EQUIPMENT ADDENDUM](#).

J. Invoice Credit

Credits shall be credited on Customer's next monthly invoice for the affected Service provided that in the event the Service Term of the affected Service expires or terminates prior to Customer's receipt of any and all credits, then Bluebird shall pay to Customer a dollar amount equal to the unused credits within

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thirty (30) calendar days of such expiration or termination.

K. Chronic Problems

Subject to the terms of Section G of this Service Description, a “Chronic Problem” will be deemed if more than three (3) missed SLA of the service levels set forth in Sections A and B of this Service Level Agreement occur within any three (3) month period.

[END]