



DATA CENTER SERVICES TERMS AND CONDITIONS

These Data Center Services Terms and Conditions ("Data Center Terms and Conditions") govern certain services ("Data Center Services") provided by Missouri Network Alliance, LLC dba Bluebird Fiber or one of its affiliates or subsidiaries, including Bluebird Underground, LLC, Bluebird Quad Cities, LLC, and Bluebird Midwest, LLC (together, "Bluebird") to a customer ("Customer") at one or more Bluebird-owned or controlled data center locations. Bluebird and Customer may each be referred to as a "Party" and together as the "Parties."

- 1) **Standard Terms and Conditions.** These Data Center Terms and Conditions are a supplement to Bluebird's Standard Service Terms and Conditions incorporated by reference into an applicable Service Order. All Data Center Services are subject to Bluebird's Standard Service Terms and Conditions unless explicitly disclaimed on a Service Order. These Data Center Terms and Conditions shall be applicable only to Data Center Services. In the event of a conflict between these Data Center Services Terms and Conditions and Bluebird's Standard Service Terms and Conditions, these Data Center Terms and Conditions shall control only to the extent applicable to a Data Center Service.
- 2) **Data Center Services.** Data Center Services include Colocation Space, Power, Electrical Circuits, Cross Connects, Smart Hands, and other services provided entirely within a Bluebird owned or controlled data center location. All recurring charges associated with Data Center Services are subject to an annual increase of four percent (4%).
 - a) **Colocation Space.**
 - i) **Grant of License.** In accordance with a Service Order describing such Services, Customer may receive a right and non-exclusive license to use certain Colocation Space in a facility owned and/or controlled by Bluebird. Customer may not assign, lease, sublease, or sublicense all or any portion of any Colocation Space without Bluebird's prior written consent. All rights and licenses related to Colocation Space are revocable and subject to change based on changes to Bluebird's or an applicable third-party provider's underlying lease agreement(s). Customer acknowledges and agrees that it does not have, has not been granted, and will not own or hold any real property interest in the Colocation Space or the data center. Customer shall at all times be considered a licensee and not a tenant. Customer expressly agrees that it does not possess any rights or privileges afforded to a tenant under a real property lease or occupancy agreement. Bluebird reserves the right to relocate, change, or substitute Colocation Space at any time upon providing notice to Customer provided that the replacement space is substantially similar in size and configuration to the original space.
 - ii) **Scope.** Colocation Space may include floor space, equipment cabinets, racks and/or wire or mesh cages, and other space as described on a Service Order. To the extent Customer elects to license Colocation Space from Bluebird that is shared with other Bluebird customers, Bluebird shall have no liability to Customer for any acts or omissions of such other customers or third parties.
 - iii) **Permitted Use.** All Colocation Space shall be subject to use limitations described herein, within a Service Order, and as otherwise provided to Customer. Customer shall use Colocation Space solely for the purpose of (i) installation of Customer provided equipment ("Customer-Supplied Equipment") in the Colocation Space, (ii) maintenance and operation of Customer-Supplied Equipment, and (iii) removal of Customer-Supplied Equipment (each, a "Permitted Use"). Unless otherwise memorialized in a Service Order or agreed to by Bluebird in writing, Customer shall be responsible for all costs and expenses related to a Permitted Use.
 - iv) **Equipment Installation.** Customer will ensure that its employees, technicians, representatives, subcontractors, and visitors involved in the installation and maintenance of Customer-Supplied Equipment, or who are granted access to the Colocation Space, comply with the Policies and Procedures attached hereto as Exhibit A. Customer further agrees to comply with any additional Bluebird policies and procedures relating to the installation of Customer-Supplied Equipment, if applicable. Bluebird has the right to reasonably limit the type, size and location of Customer-Supplied Equipment located in the Data Center. Additional fees may be required, as agreed to between the parties, for Customer installation of any Equipment that significantly differs from any specified in any installation plan agreed with Bluebird or that does not fit into the purchased footprint. Customer agrees to maintain all Customer-Supplied Equipment in proper operating condition and to remove all Customer-Supplied Equipment upon expiration or termination of this Agreement. As between the parties, Customer is solely responsible to insure all Customer-Supplied Equipment. Bluebird retains ownership of all Bluebird -Supplied Equipment, including, without limitation, all power and signal cabling, ladder racks, cages, cabinets and racks.
 - b) **Power.**
 - i) **Scope.** Bluebird will provide AC or DC power circuits within Colocation Space in accordance with an applicable Service Order. Customer is responsible for managing the power draw on each circuit and Bluebird shall not be responsible for any outages or damage to Customer-Supplied Equipment, facilities, or applications in the event Customer exceeds the circuit or fuse rating. Bluebird may, in its sole and reasonable discretion, require Customer's Colocation Space to be enlarged to accommodate certain power circuits requested by Customer to ensure that the maximum recommended wattage density in Bluebird's data center space is not exceeded.
 - ii) **Charges.** Customer shall be charged for Power through MRC in advance and/or on a metered basis based on Customer's actual usage. In the event Customer's usage exceeds the amount purchased under a Service Order and paid via MRC in advance, Customer will be billed in arrears at Bluebird's standard metered rates. All charges for Power are subject to increase in the event there is an increase in power costs imposed upon Bluebird, in addition to any standard increases otherwise described herein or the applicable Service Order(s).
 - c) **Smart Hands Services.**
 - i) **Scope.** Smart Hands Services are service offerings for which a Bluebird technician is made available to access Customer's facilities and/or equipment within the data center upon Customer's request. Such request may be made pursuant to a Service Order memorializing certain Smart Hands Services, through the opening of a ticket by Customer using Bluebird's ticket protocols, or other means agreed upon by the Parties. Smart Hands Services include, but are not limited to, server reboots, server hardware installation, equipment installation, receiving, and certain auditing activities. For avoidance of doubt, Smart Hands Services shall not include any services which require a Bluebird technician to log in to Customer's equipment or platform(s).
 - ii) In the event Customer requests Smart Hands Services without having ordered Smart Hands Services pursuant to a Service Order, Customer must submit a ticket in accordance with Bluebird's protocols and instructions, and Bluebird's standard rates shall apply. All tickets shall be closed by a Bluebird site technician. Reasons for closing a ticket may include, without limitation: (i) the technician has completed the requested Smart Hands Services, (ii) the technician cannot complete the requested Smart Hands Services or has, in the sole opinion of the technician, completed the work to extent possible or commercially reasonable, (iii) Customer has cancelled the requested Smart Hands Services in accordance with subsection (c) below, (iv) Bluebird has declined or terminated the request in its reasonable discretion; or (v) the issue is otherwise resolved.
 - iii) Customer may terminate a request for Smart Hands Services by providing prior written notice to the technician or other applicable Bluebird staff. Customer shall be responsible for all time incurred and materials used in connection with the Smart Hands Services performed while an applicable ticket is open.
 - iv) Billable time for Smart Hands Services shall be calculated in fifteen (15) minute increments, rounded up to the next fifteen (15)-minute increment. Customers that have purchased Smart Hands Services pursuant to a Service Order or similar documentation shall be billed in advance. Any time exceeding the monthly allotment shall be billed in arrears at Bluebird's standard rates.
 - v) All Smart Hands Services are subject to availability of a site technician. Bluebird makes no warranties or representations regarding performance of any Smart Hands Services, including any guarantees related to performance within a specific time period. CUSTOMER'S RIGHT TO TERMINATE A SMART HANDS SERVICES REQUEST SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY NON-PERFORMANCE OF SMART HANDS SERVICES OR ANY RELATED ACTS OR OMISSIONS.
 - vi) Customer shall at all times remain fully responsible for encryption and security protection of its content residing in or transmitted by Customer equipment, including but not limited to cross connects.

EXHIBIT A

CUSTOMER POLICIES AND PROCEDURES

Customer will assure that its employees, technicians, agents, representatives, subcontractors, and visitors that are granted access to a data center location comply with the policies and procedures set forth in this Exhibit A, all local building and facility policies, and all laws, orders and regulations of all governmental bodies having jurisdiction over the applicable data center, services, or Customer's activities. Customer will be responsible for any damages caused by its employees, technicians, agents, representatives, subcontractors, and visitors.

Installation services and any ancillary equipment provided by Bluebird to Customer pursuant to this Exhibit A shall be invoiced to Customer unless provided for in the applicable Service Order.

Equipment Delivery and Storage

Bluebird will accept delivery of and store Customer-Supplied Equipment in accordance with the guidelines set forth below. Bluebird may, in its sole discretion, deny or limit the amount of storage space and storage time. Customer shall not ship anything to the Data Center facility that is not intended for use in the Customer Colocation Space.

Delivery Scheduling

Due to individual building requirements at each site, all Customer deliveries must be scheduled 24 hours in advance with Bluebird's data center site manager (or their designee) in accordance with Bluebird's standard procedures at the applicable facility. If Bluebird has not been notified in advance of Customer-Supplied Equipment arrival, Bluebird reserves the right to deny acceptance of such delivery. When scheduling the delivery of Customer-Supplied Equipment, Customer must provide Bluebird with a reasonable description of the Customer-Supplied Equipment in writing.

Bluebird will not accept shipments that require any payment whatsoever. Customer is responsible for all shipping and freight claims. Upon receipt of Customer-Supplied Equipment, Bluebird will provide the following:

- Verify that the shipment is for the correct colocation facility.
- Conduct a thorough visual inspection of the **external** packaging for possible damage.
- Inventory all boxes and verify that the carton count matches shipping receipt or bill of lading.
- Place the Equipment in the Customer's Colocation Space or store the Equipment in a secured area until the Customer's Colocation Space is ready or available in accordance with Bluebird's Equipment-storage policy.
- Notify Customer of receipt of all shipments and damages or shortages, if any.

In the event of damaged external packaging, Bluebird will accept the Equipment and indicate "damaged shipment/freight" on the shipping receipt and request the delivery driver to countersign acknowledging delivery of "damaged shipment/freight."

In the event of a discrepancy, Bluebird will accept the shipment and indicate "short shipment/freight" on the shipping receipt and request the delivery driver to countersign acknowledging delivery of "short shipment/freight."

Storage

No equipment may be stored in cardboard boxes within the confines of the Customer's Colocation Space or any other portion of the Data Center's floor. If there is not enough storage area in the Customer's Colocation Space, Bluebird may, at the sole discretion of the site operations manager, store Customer-Supplied Equipment in a designated and secure storage area if there is space to do so. Customer will have 15 days in which to retrieve its Equipment from the storage area from the date the Equipment was delivered, after which storage fees will apply. Customer shall not ship anything to the Data Center facility that is not intended for use in the Customer Colocation Space.

All Equipment left in Bluebird storage areas for more than 30 days will be shipped to a Customer-specified location at Customer's sole cost and expense. Bluebird is not responsible for loss or damage to Customer-Supplied Equipment stored in Bluebird facilities or in transit if returned to Customer.

Inventory of Equipment

As a means for providing a secure environment for Customer-Supplied Equipment located in Bluebird Data Center facilities and to clearly distinguish and segregate the Equipment of its respective clients, Bluebird requires a written inventory of Customer-Supplied Equipment upon execution of a Service Order for Colocation Services. Such inventory will be provided to Bluebird prior to installation of the Equipment. Upon receipt or installation of Customer-Supplied Equipment, Bluebird also reserves the right to affix "Customer-Owned Equipment" tags to Customer-Supplied Equipment. Customer is required to notify Bluebird of any significant changes in Equipment, including, without limitation, additions, upgrades, reconfigurations and de-installations. Bluebird may conduct, upon reasonable advance notice to Customer, periodic inventory of Customer-Supplied Equipment and Equipment configurations during the term of Customer's Colocation Service.

Installation

Prior to the use of the Customer's Colocation Space, Customer shall install, or have Bluebird install, within the Customer's Colocation Space an appropriate number of (i) patch panels, (ii) DSX panels for Category 5 twisted pair, coaxial, single and multi-mode fiber or (iii) other appropriate demarcation-point equipment. The appropriate amount of demarcation equipment required by Bluebird may be modified from time to time by Bluebird in its reasonable discretion. Upon such modification, Customer shall install, or have Bluebird install, within the Customer's Colocation Space the appropriate amount of demarcation equipment.

Customer is solely responsible for any connections, wiring and items inside the Customer's Colocation Space between the demarcation equipment and Customer-Supplied Equipment. All wiring, connections, circuitry and utility ports shall be labeled to include appropriate information in accordance with Bluebird standard identification procedure. Upon Customer's request, and if Customer provides the required information, Bluebird shall provide such labels. However, Bluebird shall have no liability with respect to such labels, even if Bluebird provides them.

All cables, interconnections, demarcation equipment and wiring must be cleanly wrapped and tied together and kept within the applicable cabinet or rack within the Customer's Colocation Space in a manner satisfactory to Bluebird. Upon request, Bluebird shall assist with cleanly wrapping wiring, interconnection, Customer-Supplied Equipment or cables through our Remote Hands services. Customer shall not permit any wiring, interconnections, Customer's demarcation equipment connections or cables to enter any other space outside of Customer's Colocation Space.

Customer shall not install any Equipment that cannot be securely affixed or bolted into a cabinet or rack in a manner reasonably acceptable to Bluebird. Any and all Equipment that is too large or heavy for a rack or cabinet (including, without limitation, large servers) shall be fastened, securely affixed or bolted directly to the floor by a Bluebird technician. Customer shall not stack or rest any Equipment on any other Equipment. In addition, nothing that may restrict the airflow through the Bluebird facility may be mounted on cage walls.

Security

Data Centers typically are secured with a 24x7x365 main entrance that is manned by Bluebird resources in the form of personnel or an electronic security system. A closed-circuit-television security system typically is located at entrances. All visitors at the Data Center must sign in and state their affiliation to a Bluebird customer. Customer may not prop open any doors within

the Bluebird facility. No one may shield his or her face in any manner from the Bluebird security system upon initial entry and as otherwise required by the individual facility. Customer understands and agrees that this requirement is for security purposes only.

Access

Customer shall comply with Bluebird's standard access and security procedures at the applicable Data Center, including without limitation by completing Bluebird's Customer badge/access request form and complying with any additional procedures regarding the identification of Customer employees, technicians, agents, representatives, subcontractors, and visitors authorized by Customer to enter a Data Center, including the Customer's Colocation Space, on Customer's behalf. It is Customer's responsibility to keep any such authorized person's information updated at all times by contacting Bluebird with any changes. Bluebird, at its sole discretion, reserves the right to deny access to, or request removal of, any person not in compliance with the Bluebird facility security guidelines.

Customer Visitors

Facility tours must be requested at least three (3) business days in advance unless otherwise approved in writing by the data center site manager. All visitors entering the Data Center will be required to sign in on the visitor roster and to present a valid driver's license or other government-issued form of picture identification.

Power

Power provided will be based solely on accepted Equipment configurations as set forth on any applicable executed Service Order for Colocation Services. Additional power required for Equipment reconfigurations, additions or upgrades must be approved by the site operations manager.

All individual power runs are to be installed and maintained by Bluebird only. All Equipment utilized in a Bluebird facility must adhere to state and federal electrical codes and meet the standards determined by Bluebird. Any electrical work that requires any contact with any Bluebird infrastructure must be performed by Bluebird, Bluebird-employed contractors or Bluebird-approved contractors.

Customer may not install any batteries in the Data Center without the prior approval of the site operations manager.

Customer must inform Bluebird immediately upon discovery of any worn, frayed or cut cables by contacting the Bluebird Customer Support Center or the site operation manager. No soldering or open flames are allowed in the Data Center.

By code, the load on any AC circuit should not exceed 80% of its maximum rating or exceed 70% on any DC circuit. To ensure the safety of the Data Center, there are restrictions on the maximum total power provided to any individual cabinet, rack or cage installed in the facility. The site operations manager must approve all specific Customer power requirements that exceed this threshold.

The standard power-circuit configuration is one primary 20A/120V AC circuit with one Bluebird power strip per cabinet or rack. Customer must use only outlets from Bluebird-provided (or -approved) power strips. Bluebird reserves the right to demand the removal of the additional power strips, and Customer must remove them immediately on demand.

Redundant AC circuit services for fail-over may also be purchased from Bluebird. Customer must use a redundant circuit for fail-over only and may not use it as a primary power feed. The actual combined power draw on a primary/redundant circuit pair may not exceed 80% of the primary circuit's maximum draw. If Customer's actual power requirement exceeds 80% of the primary circuit's maximum draw (for example, 16A on a 20A/120V circuit), Customer must purchase additional primary power circuits. Bluebird will periodically review Customer's usage of primary and redundant circuits to verify that Customer is not overloading the circuit or using redundant circuit as a primary power source. Customer will be charged the current monthly fee for a primary circuit for any redundant circuits used as a source of primary power or contributing to actual draw in excess of the primary circuit's maximum draw.

Bluebird may, with 24 hours' notice, temporarily remove from service any individual DC power feed for maintenance of the power infrastructure.

Use of Data Center and Customer's Colocation Space

Subject to the above security and access requirements, the Data Center will be accessible 24 hours a day, 7 days a week, except in the event of an emergency. Bluebird shall use reasonable efforts to provide advance notice to Customer regarding material changes to, or suspension of, the hours of operation at the Data Center.

Any common space (such as kitchenettes, conference rooms, restrooms and work areas), if any, available in the Data Center shall be used solely in accordance with the policies and procedures of the applicable Data Center.

Customer shall maintain the Customer's Colocation Space in an orderly and clean manner and in good repair and condition, satisfactory to Bluebird. Customer shall keep the Customer's Colocation Space free of litter, cartons, packing materials or packaging and related items (collectively, "Waste Materials"). Bluebird does not provide, and is not responsible for providing, receptacles for Customer's Waste Materials. Customer must remove all Waste Materials, and under no circumstances shall Customer leave Waste Materials in the Data Center (including the Customer's Colocation Space). With the prior approval of the site operations manager, Customer may deposit certain Waste Materials in designated trash receptacles that may be available within the Data Center or outside of the building.

Customer shall insure that the Customer's Colocation Space is in compliance with all Occupational Safety and Health Administration (OSHA) standards. Customer will be responsible for all damage that may be caused by failure to comply with OSHA standards within the Customer's Colocation Space and under Customer's control.

Customer and its officers, employees, technicians, agents, representatives, subcontractors or visitors shall not eat, drink or smoke within the Data Center, except in areas designated by Bluebird or the building management.

Customer and its officers, employees, technicians, agents, representatives, subcontractors or visitors shall not bring weapons of any kind—including guns, knives or mace—alcohol or drugs within the Data Center or the building.

Unless specifically approved by the site operations manager and accompanied by the site operations manager, **none of the Customer or any of its officers, employees, technicians, agents, representatives, subcontractors or visitors shall photograph, film, or audio record any areas in the Data Center or the entrances to the Data Center.** Customer and its officers, employees, technicians, agents, representatives, subcontractors and visitors shall behave in a courteous and professional manner at all times while in a Data Center.

Customer shall not and shall ensure its authorized persons at the Data Center shall not touch, access, tamper or interfere with another client's space or Equipment without such client's written authorization, even if Customer owns Equipment within another Bluebird client's space.

Customer and its officers, employees, technicians, agents, representatives, subcontractors or visitors shall not loiter or solicit within the Data Center, shall not do or permit anything to be done in, on or about the Data Center that might constitute a private or public nuisance or waste; or shall make any alterations, additions or improvements to the Customer's Colocation Space without the prior written consent of Bluebird, which shall be in Bluebird's sole discretion. Additionally, Customer and its authorized persons shall not wander through the Data Center but shall limit their travels within the Data Center to the public areas and a direct path to the Customer's Colocation Space.

Customer shall not, and shall not permit others to, (i) fail to maintain a suitable environment as specified by Bluebird, (ii) alter, tamper with, adjust or repair any Equipment or property of Bluebird or any other property (other than its own Equipment inside the Customer's Colocation Space) located within the colocation facility or the building, (iii) abuse or fraudulently access the building or the colocation facility to obtain, or attempt to obtain, service by any means or device with intent to avoid payment, (iv) gain unauthorized access, alter or destroy any information of Bluebird or any other client of Bluebird by any means or device, (v) use any Equipment in violation of the law or in aid of any unlawful act, (vi) use any Equipment in a manner that [a] interferes with the use of the telecommunications network operated by Bluebird, its other clients or its authorized users or [b] in the opinion of Bluebird, is not in accordance with its

generally accepted standards of telecommunications access and use or (vii) attempt to do any of the foregoing or permit others to so attempt. Customer shall inform Bluebird technicians immediately of any potentially unsafe facility conditions of which Customer is aware (e.g., loose ladder racks, slick floors or electrical issues).

Each cage and cabinet in Bluebird facilities is designed or partitioned to provide colocation for an individual client. Bluebird does not allow more than one client per cage or cabinet partition in any Data Center.

Customer agrees to safely configure, operate and maintain Equipment in the Customer's Colocation Space, including by appropriate engineering and designing equipment systems in adherence to manufacturer specifications. Failure to comply with these safety measures can result in an order to remedy or shut down unsafe Equipment.

When and where available, and with the prior approval of the site operations manager, cubicle work stations may be utilized on a first-come, first-served basis and must be vacated and cleaned daily. Customer may not leave Equipment in the work area without a Customer technician present.

Bluebird maintains the confidentiality of Customer's identity within the Data Center, including, without limitation, the location of Customer-Supplied Equipment. Customer may not post any signage in the Bluebird facilities, including Customer cages or cabinets. Customer may, at Customer's sole discretion and with appropriate Bluebird advance written approval, have its name displayed on Bluebird standard client signage within the Data Center.