

Service Schedule J – FirstLight Data Center/Colocation License

1. Grant of License.

General. FirstLight or “Licensor” (i) grants to Customer or “Licensee” a license (the “**License**”) to use the space located at [insert address] (the “**Facilities**”) to collocate Licensee’s computer and communications equipment (the “**Equipment**”) therein, and (ii) agrees to perform the service(s) set forth in the relevant Service Order (the “**Services**”), in each case subject to and upon the terms and conditions of this Agreement, and in each case for the applicable Order Term (as set forth in the applicable Service Order). Licensee acknowledges and agrees that any Services may be performed by Licensor, an affiliate of Licensor, or an independent contractor or contractors on behalf of Licensor. Use of the Facilities is strictly limited to Licensee. Licensee agrees that it will not sublet, sublease, sublicense, or otherwise resell the Facilities, or permit any Facilities to be used by anyone other than Licensee without the prior written consent of Licensor, which consent may be withheld in Licensor’s sole discretion.

- B. Rights Reserved to Licensor.** To the extent that Licensee is not the sole Licensee in the Facilities, Licensor reserves the right, in accordance with the provisions of this Section 1.2, to relocate any portion of the Facilities within the Datacenter in which the applicable Facilities is located (or within any expansion of such Datacenter located within the Building) without effecting an eviction or disturbance of Licensee’s use or possession or giving rise to any claim for setoffs or abatement of any amount due under this Agreement. Upon the occurrence of any relocation in accordance with such right, (a) the prior Facilities (in the applicable Order) will, upon the completion of such relocation, no longer be deemed to be the “Facilities” under such Order thereunder; and (b) the new Facilities will, upon the completion of such relocation, be deemed to be the “Facilities” under such applicable Order thereunder. Licensor shall use commercially reasonable efforts to effect such relocation or reconfiguration in a manner that minimizes any interruption or adverse effect on Licensee’s telecommunications systems. Licensor shall provide Licensee no less than thirty (30) calendar days’ prior notice of all such relocations or reconfigurations. Following receipt of such notice, if said relocation or reconfiguration requires the movement of any of Licensee’s equipment or property, Licensee shall relocate Licensee’s equipment or property to a new location designated by Licensor within the Datacenter in which the applicable Facilities is located (or within any expansion of such Datacenter located within the Building). Licensor shall reimburse Licensee for all reasonable out-of-pocket costs actually incurred by Licensee in relocating its equipment or property. Licensee’s right to reimbursement to the extent provided above in this Section 1.2 shall be Licensee’s sole remedy in the event Licensor elects to relocate the Facilities, and Licensee shall not be entitled to any additional compensation or damages for loss of, or interference with, Licensee’s business or use or access of all or any part of the Facilities resulting from such relocation.

2. Policies and Procedures. The Policies and Procedures of the Building in effect as of the Effective Date are attached hereto as Schedule 1 (the “**Policies and Procedures**”) and are hereby incorporated into this Agreement. Licensee shall comply with the Policies and Procedures at all times during the **Term**. Licensor reserves the right, from time to time, to amend the Policies and Procedures then in effect, which amendments shall become effective as to Licensee upon written notification by Licensor provided such additions or amendments do not materially diminish Licensee’s rights under the Agreement or alter the rates and charges payable by Licensee under this Agreement. If there shall be any inconsistencies between this Agreement and the Policies and Procedures, the provisions of this Agreement shall prevail. Licensor reserves the right to increase licensing costs, if third-party software providers such as Microsoft or VMware, raise their rates during the term of this agreement. Any pass-through rate increases for Licensing would be adjusted on a semi-annual basis, during the term of this agreement.

3. Electrical Power; Environmental Conditions; Service Level Agreement. Licensor agrees to provide electrical power to the Facilities sufficient to meet the Basic Capacity (the “**Basic Capacity Threshold**”; also referred to herein as “**Basic Capacity**”). The obligation of Licensor to provide electricity to the Facilities shall be subject to the rules, regulations and requirements of the supplier of such electricity and of any Governmental Authorities regulating providers of electricity and shall be limited, except as expressly set forth in the next sentence, to providing power sufficient to meet the Basic Capacity Threshold. For the avoidance of doubt, Licensee agrees that each of the electrical power circuits for the Facilities is limited to 80% of its rated capacity (e.g., for a 20 Amp 208 Volt electrical circuit (A-primary, and B-redundant), the maximum capacity that can be drawn is 3.328 kW). Accordingly, Licensee agrees that Licensee shall not draw more than 80% of each such electrical power circuit’s rated capacity at any time. Licensor shall furnish heating, ventilation and air conditioning (“**HVAC**”) to the Datacenter sufficient to cause the average temperature and humidity of the Datacenter to meet the HVAC Specifications, as more particularly described on **Schedule 2** (also referred to herein as the “**SLA**”). The obligation of Licensor to provide HVAC to the Datacenter shall be limited to providing HVAC sufficient to meet the HVAC Specifications. As it relates to (a) interruptions of electrical power, and/or (b) failures with regard to environmental conditions of the Facilities, the SLA will exclusively govern and control and shall be Licensee’s sole and exclusive remedies for any such failure; and Licensee hereby waives any other rights or remedies relating thereto at law, in equity or under this Agreement.

- A. Basic Capacity Threshold.** Licensee’s actual Basic Capacity for the Facilities, as reasonably determined by Licensor pursuant to such measurement method or methods as Licensor shall employ from time to time (including, without limitation, the use of sub-meters and/or pulse meters, electrical surveys, engineer’s estimates and/or branch circuit monitoring), shall not at any time, exceed the Basic Capacity. The power drawn by all of Licensee’s Equipment shall be included in the calculation of Licensee’s actual Basic Capacity for the Facilities. In the event that the power usage in the Facilities exceeds the Basic Capacity (a “**Basic Capacity Overage**”), Licensee agrees to take immediate action to cause power consumption in the Facilities to be at or below the Basic Capacity level upon the submission by Licensor of an e-mailed notice to Licensee at the address set forth on the signature page of the Order (without the need for follow-up notice by any other method) from Licensor (which may occur by virtue of Licensor’s building management system) notifying Licensee of a Basic Capacity Overage. In addition to Licensor’s remedies set forth in Section 10.1, below, if Licensee fails to cure a Basic Capacity Overage within twelve (12) hours (the “**BC Cure Period**”) following Licensee’s receipt of such Basic Capacity Overage notification e-mail, then Licensee agrees to pay Licensor the BC Overage Penalty (defined below), within thirty (30) days after Licensee’s receipt of written demand therefor. The “**BC Overage Penalty**” shall mean and refer to the sum of \$500.00 for each twenty-four (24) hour period (or part thereof) following the BC Cure Period, during which any Basic Capacity Overage is continuing.

B. Electricity Charges. Electrical power costs are charged to Licensee as set forth in the applicable Order. FirstLight reserves the right to increase electric rates if the electric utility raises their rates during the term of this agreement. Any pass-through rate increases for Electricity will be adjusted on a semi-annual basis, during the term of this agreement.

4. Condition of Facilities. Licensee understands that, aside from any work and/or installations expressly described in the applicable Order, the applicable **Facilities** are provided on an "AS-IS" basis, and Licensor makes no representation or warranty that the Facilities are suitable or fit for Licensee's intended purpose. Licensee acknowledges that: (a) Licensee has made such investigations as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relate to its use of the Facilities and Services, (b) neither Licensor, Licensor's agents, nor any broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Agreement or any Order, and (c) Licensor is under no obligation to perform any work or provide any materials to prepare the Facilities or the Building (as defined in the applicable Order) for Licensee. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY STATED HEREIN.

5. Equipment; Surrender.

A. During Term. Licensee agrees to install and remove Equipment into and out of the Facilities in strict compliance with the Policies and Procedures.

B. Termination. Upon the expiration or earlier termination of the applicable Order, Licensee shall quit and surrender possession of the Facilities to Licensor in good order and clean condition, reasonable wear and tear excepted and shall promptly remove all Equipment from the Facilities and from the Building in accordance with the Policies and Procedures. If Licensee fails to do so within five (5) days of such expiration or termination, Licensor may treat the Equipment as abandoned and either charge Licensee for the removal and/or storage costs or dispose of the Equipment in any manner that Licensor shall elect. For the avoidance of doubt, in the case of any sale of the Equipment by Licensor, to the extent permitted by applicable law, Licensee shall not be entitled to receive the proceeds of such sale. Licensor has no duty to preserve or care for any Equipment abandoned or deemed abandoned hereunder, and Licensee hereby waives and releases, and indemnifies Licensor with regard to, any claims it (or any other party) may have in connection with any such removal, storage or sale. Any wiring or other electrical components installed in the subfloor or overhead area of the Facilities to support the operation of the Equipment may be removed by Licensor after the expiration of the Order Term at Licensee's sole cost and expense. The cost of removal of such wiring or electrical components may be deducted by Licensor from any deposits held by Licensor in connection with the Agreement or billed to Licensee. Licensee shall pay any such fees promptly upon receipt of a bill therefor.

C. Holdover. Should Licensee not surrender the Facilities in accordance with the terms of this Agreement and the applicable Order on or before the expiration or earlier termination of such Order, Licensee shall be deemed to be occupying the entire Facilities as a tenant-at-sufferance (i.e., Licensor shall be permitted to cause Licensee to surrender and vacate at any time). During such holdover period, Licensee shall pay to Licensor (a) one hundred percent (100%) of the elements of any additional Fees attributable to the Facilities, and (b) monthly Base License Fees attributable to the Facilities in an amount equal to the greater of (i) the then-current rate being charged by Licensor for similar space and services, or (ii) one hundred fifty percent (150%) of the scheduled Base License Fees payable by Licensee to Licensor during the month of the Order Term immediately preceding the expiration date.

D. Waiver and Indemnity.

i. Licensee acknowledges (i) that the total value of the Equipment and its anticipated revenues at, or as a result of its use of, the Facilities far exceed the total consideration payable to Licensor under this Agreement, and (ii) that Licensee has reviewed this indemnification language with legal counsel and is entering into this Agreement understanding the limited liability of Licensor as provided in this Agreement. Licensee agrees and acknowledges that its use of the Equipment and Facilities is at its sole risk, and hereby absolves and fully releases Licensor, its employees, affiliates, agents and representatives from any and all cost, loss, damage, expense, liability and causes of action, whether foreseeable or not, from any cause whatsoever, that Licensee may suffer to its Equipment or personal property located at the Facilities. Licensee shall indemnify, protect, defend and hold harmless Licensor and its agents, partners and lenders, from and against any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) (collectively, "Claims") arising out of, involving or in connection with (i) the use and/or occupancy of the Facilities or Building by Licensee or its employees, agents, representatives and/or Licensees, and (ii) any negligent acts or omissions of Licensee or its employees, agents, representatives and/or Licensees, in each case, other than to the extent resulting from Licensor's gross negligence or willful misconduct. If any action or proceeding is brought against Licensor by a third party by reason of any of the foregoing matters, Licensee shall upon notice defend the same at Licensee's expense by counsel reasonably satisfactory to Licensor and Licensor shall cooperate with Licensee in such defense. Licensor need not have first paid any such Claim in order to be defended or indemnified.

E. Licensor shall have no liability or responsibility for the content of any communications transmitted via third party services, and Licensee shall, indemnify, protect, defend and hold Licensor harmless from any and all Claims (including Claims by any Governmental Authority seeking to impose penal sanctions) related to such content or for Claims by third parties relating to Licensee's use of the Facilities.

F. Liability with respect to the Facilities; Limitations on Consequential Damages. Licensor shall not be liable for injury or damage to persons or goods, data or other property of Licensee, Licensee's employees, contractors, invitees, Licensees, or any other person in or about the Facilities, whether such injury or damage results from conditions arising within the Facilities, or from other sources or places, other than damages proximately caused by reason of Licensor's gross negligence or willful misconduct. Licensor shall not be liable for any damages arising from any act or neglect of any other Licensee of Licensor. Notwithstanding

any other provision of this Agreement, neither Licensor nor Licensee shall be liable to the other party for any first party or third party indirect, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost rents or other revenues, lost data, failed communications, or the cost of purchasing replacement services, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring) arising out of the performance or failure to perform Licensor's or Licensee's obligations under this Agreement, as applicable, however caused, on any theory of liability, whether in an action in contract, strict liability, tort or otherwise, and whether or not the party has been advised of the possibility of such damage.

1. Casualty and Condemnation.

- A. In the event of material damage to, destruction of or condemnation of the Building or the Facilities, Licensor shall have the right, in Licensor's sole discretion, to terminate this Agreement upon notice to Licensee. In any such termination by Licensor, Licensor shall have no further obligations to Licensee under this Agreement, except for those that expressly survive termination.
 - B. In the event of material damage to, or destruction or condemnation of, the Building or the Facilities, which, according to Licensor, will take longer than 60 days to restore, Licensee shall have the right, in Licensee's sole discretion, to terminate the Agreement upon notice to Licensor within ten (10) days after receipt of notice from Licensor of the estimated amount of time to restore. Upon delivery of such notice, neither party shall have any further obligations to the other under the Agreement, except for those that expressly survive termination. Notwithstanding the foregoing, in the event of an occurrence of the type described in this Section 9.2, Licensee shall be precluded from exercising its rights under the SLA.
 - C. In the event that this Agreement is not terminated pursuant to Sections 9.1 or 9.2, above, Base License Fees shall be abated proportionately during such restoration period, to the extent that the Facilities (i) is unfit for use by Licensee in the ordinary conduct of Licensee's business, and (ii) actually is not used by Licensee.
2. **Brokers.** Each party hereto represents to the other that it has not engaged, dealt with or been represented by any broker in connection with this Agreement other than the brokers specified in the applicable Order. Each of Licensor and Licensee shall each indemnify, defend (with legal counsel reasonably acceptable to the other), protect and hold harmless the other party from and against all Claims related to any Claim made by any other person or entity for any commission or other compensation in connection with the execution of this Agreement or the leasing of the Facilities to Licensee if based on an allegation that claimant dealt through the indemnifying party. The provisions of this Section 13 shall survive the termination of this Agreement.
3. **Liens.** Licensee shall keep the Facilities free from any liens and shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Licensee at or for use on or in the Facilities.
4. **Miscellaneous.**

- A. **Survival.** Sections 7 (Removal of Equipment), 8.2 (Indemnity), 9.3 (Liability with respect to the Facilities; Limitations on Consequential Damages), 13 (Brokers), 15.4 (Limitations on Liability) and 16.12 (Attorneys' Fees) shall survive the expiration or earlier termination of the Agreement.
- B. **Subordination; Estoppel Certificates.** This Agreement shall be subject and subordinate to any ground lease, mortgage, deed of trust or other hypothecation or security device now or hereafter placed upon the Facilities or the Building (collectively, "**Security Device**"), to any and all advances made on the security thereof and to all renewals, modifications, and extensions thereof. Licensee agrees that the holders of any such Security Devices shall have no liability or obligation to perform any of the obligations of Licensor under the Agreement. Licensee agrees that, in the event that any such holder of a Security Device or any purchaser at a foreclosure sale or any entity that receives a transfer of the Building by a conveyance in lieu of foreclosure of the Building ("**New Owner**") and/or otherwise succeeds to the rights of Licensor under this Agreement, then Licensee recognize New Owner as the Licensor under this Agreement for the remainder of the term hereof, and Licensee shall perform and observe its obligations hereunder, provided that such New Owner shall not disturb Licensee's use and occupancy of the Facilities so long as Licensee is not in breach of its obligations under this Agreement. Upon written request from Licensor or Lender in connection with a sale, financing or refinancing of the Building, Licensee shall execute such further writings as may be reasonably required to separately document any subordination provided for herein. In addition, Licensee shall, within ten (10) days after the written notice from Licensor, execute, acknowledge and deliver to Licensor an estoppel certificate in the form requested by Licensor or any Lender, together with any additional information, confirmation and/or statements reasonably requested by Licensor.

Schedule 1 – Policies and Procedures

Data Center/Colocation Customer Access and Use Policy

This policy document only notes select key parts and is not comprehensive. Some facilities have additional requirements or restrictions. This policy is revised and distributed as needed.

1. Security

FirstLight maintains 24x7x365 secured facilities with alarms, closed-circuit video, dual authentication access control, multiple logging and other systems.

2. **FirstLight requires that all FirstLight ILA/COLO users fully comply with FirstLight security policy and procedures.** Customers shall cooperate in maintaining the security of the ILA/COLO by restricting access to authorized personnel. FirstLight expects customers to report any potential concerns to a member of the FirstLight Security Services (FSS) as soon as possible to physical_security@FirstLight.net or by phone 802-861-9210.

3. Definitions:

- A. ILA/COLO = FirstLight ILA & Colocation spaces.
- B. Network Operations Center (NOC) = team responsible for the operation of the FirstLight ILA/COLO sites.
- C. FirstLight Security Services (FSS) = team responsible for monitoring FirstLight ILA/COLO and for off hours access support.
- D. Customer Access Administrator (CAA) = pre-designated customer employee responsible for vetting customer employees or other customer agents for FirstLight data center access.

4. Access Categories

- A. **Customers:** are defined as non-FirstLight employees that have equipment or services in an ILA/COLO facility. Access is granted to a specific facility. A Customer in one facility may be a Visitor in a different facility. Carrier technicians with access to a ILA/COLO facility are Customers for this policy.
- B. **Contractors (Vendors):** are pre-approved and vetted contractors that provide goods or services for a specific ILA/COLO. The badge they are issued determines the areas they may access unescorted. If the badge they are issued does not allow entry into a specific space, they may only enter other spaces if escorted by a FirstLight representative.
- C. Any individual attempting to gain access to the ILA/COLO that does not have a Customer Access Request Form on file with FirstLight, will be denied entry into the facility. If the circumstances warrant, the person may be allowed access to the initial mantrap area of a facility, if it exists, until communication with the CAA is established and documented.

5. Access Requirements

- A. In most cases physical access into a ILA/COLO is allowed 24 hours a day and 7 days a week.
- B. Any person accessing a FirstLight ILA/COLO must have an ILA/COLO Access Request Form on file in advance of access. This form can be requested via email from Customer Service, Network Operations Center, or the FirstLight Security Services.
- C. The completed ILA/COLO Customer Access Request Form is kept on file and may also be stored in other systems.
- D. All customers and their employees, technicians, agents, contractors, vendors and affiliates must be individually specified to gain access into the ILA/COLO.
- E. Each Customer must designate at least one Customer Access Administrator who will be responsible for all documentation of access requests.
- F. Changes to Customer Access can only be made by the CAA and only with the appropriate form.
- G. Access Request Forms and special requests will ONLY be accepted by email from the CAA. Email forwards are not accepted.
- H. FirstLight Customers and Contractors shall be issued a FirstLight identification badge for verification of access and activation of selected access control devices. These may be issued in advance or on site depending upon the specific ILA/COLO.
- I. All persons in a FirstLight ILA/COLO must always display their FirstLight access badge while on ILA/COLO property or within a FirstLight building. The badge must always be clearly visible above the waist. If asked, a ILA/COLO user must give their name and the name of the FirstLight customer for which they have been granted access.
- J. An access card may be only used by the individual to whom it has been issued. Abuse or misuse of access cards may result in removal of the entrant from the building and denial of future access.
- K. Tailgating or piggybacking is not permitted. Each person with a badge must swipe at each access control device.
- L. If a customer requires third-party support, the Customer Access Administrator may grant the third-party temporary access. The request must come from or be explicitly approved by the CAA.
- M. FirstLight does not require ILA/COLO customers to provide advance notice to access facilities for approved users. However, all users accessing an ILA/COLO are required to follow the FirstLight Check In/Out process:
- N. Upon arriving at an ILA/COLO call FSS at 833-656-3232 to check in.
- O. You will be required to provide your name, company name, and location you are checking into.
- P. When departing call FSS, at the same TF number, to check out.
- Q. If a customer requires assistance from the FirstLight staff, especially outside of standard business hours, the request must be made 24 hours in advance, if possible, to physical_security@firstlight.net.
- R. Customers are required to verify their authorized access personnel list on at least an annual basis. Firstlight must periodically audit these lists for certain compliance requirements.

5. Temporary Access Requests

A. Temporary access requests should be sent to physical_security@firstlight.net. The request must indicate all the following:

- i. Customer Name:
- ii. Customer Account Number:
- iii. ILA/COLO Address:
- iv. User Name:
- v. Contact Phone:
- vi. Date of Visit:
- vii. Estimated Time of Arrival:
- viii. Access Type: **Full Access; Customer escorted;**
- ix. Visit Duration (best estimate):

6. General Rules of Use

- A. While moving through a facility, no person may block or attempt to shield his or her face from the FirstLight security systems.
- B. Doors within the ILA/COLO are secured and may not be propped open. Doors that are propped open for **more than 4 minutes** will generate an alert and, in some facilities, will trip the alarm.
- C. FirstLight reserves the right to access the customer space at any time for any reason, including and without limitation, to perform maintenance and repairs, inspect equipment, measure power draw and temperature and to perform any contracted colocation services.
- D. Customer space must be maintained in an orderly manner in good repair and condition and must be kept free of litter, cartons, packing material and packaging related items.
- E. Customers and affiliates are not allowed to eat, drink or smoke within the ILA/COLO except in areas specifically designated by FirstLight, if any.
- F. FirstLight does not allow packing materials, cardboard, food, or drinks in any controlled environment room.
- G. Customers and affiliates are not permitted to bring any alcohol, drugs, or weapons, including guns, knives and mace within the boundaries of the ILA/COLO.
- H. Customer shall insure that their space follows all Occupational Safety and Health Administration (OSHA) Standards. Customer will be responsible for all damage caused by failure to comply with these standards within the customer space and under the customer's control.
- I. No customer or affiliate may photograph or film any areas of the ILA/COLO unless specifically approved and accompanied by FirstLight Management.
- J. No ILA/COLO user or any of its agents or affiliates shall touch, access, tamper or interfere with equipment not specifically owned and operated by the user.
- K. All users must behave in a courteous and professional manner while in the FirstLight Facility. FirstLight reserves the right to refuse entry or request customers or agents of the customers to leave if they are unable to behave in a courteous and professional manner.
- L. Contact a member of the FSS team for general questions or for facility specific issues while on site or use the Contact information at the end of this Policy.

7. Equipment Installation

- A. No equipment may be placed directly onto the floor. Minimum installation height is four (4) inches off the floor using either rack rails or shelves.
- B. Nothing may be mounted or installed or stored that has the potential to restrict airflow through the rack.
- C. Where dual power feeds are available, FirstLight recommends customer equipment have dual power supplies or that single corded devices be powered by an ATS that is dual powered.
- D. Customer maintains sole responsibility for any connections, wiring, power cables inside the customer space between the demarcation equipment and customer's equipment.
- E. Customer shall not permit any wiring, cables, or equipment connections to enter any other space outside of the customer's defined cabinet, rack, or space.
- F. When and where available, common work areas may be utilized on a first come, first served basis. All shared work areas must be vacated daily, and customers may not leave any equipment in the work area without a customer technician present.

8. Storage

Prior to the initial installation, customer equipment can be stored in a secure storage room if there is enough space to accommodate the equipment. The availability of the secured storage space is at the sole discretion of FSS. Once the initial customer installation is complete, no spare equipment may be stored in any part of an ILA/COLO. Please contact physical_security@firstlight.net in advance to make storage arrangements.

9. Contact

Please contact the FSS at physical_security@firstlight.net. These emails will be seen and responded to more quickly than emails to any other address or individual. That email is monitored 24/7.

Any urgent communications should be made to the FirstLight Security Services via phone: 833-656-3232 option 1 (Check in/Out); option 2 (ILA/ COLO Support - to report an issue on site).

Customer Access and Use Policy – Addendum – Biometrics

Certain facilities utilize biometric fingerprint scanners as part of its access control. Upon their first visit customers will be enrolled in the biometric system. Please allow extra time for that process.

Questions regarding biometrics

Is the use of this system mandatory or could customer employees gain access to the FirstLight facility without providing biometric information? Does another option exist? All customer facing facilities are secured with biometric 2-factor authorization. If a potential user does not want to provide biometric data, please contact physical_security@firstlight.net for your options.

How will this information be used? Exclusively for 2-factor authorization for building access.

How is this information secured and where will it be stored? Fingerprints algorithms are stored on a secure server on our internal security network. Access is strictly controlled, restricted to the FirstLight Security Services Department.

How long will the information be retained? We retain this information until you leave as a customer, remove the individual from your access list, or we are requested to remove it.

Who owns the information collected? While FirstLight stores the data, and we manage the system that uses it for facility access, our end users own their fingerprint data.

Will this information be shared with any other entity? No, in addition the system is not accessible from outside our network, by any third party, or by any FirstLight employee that is not part the Security Services Department.

What meta data is being stored with the biometric information? Username and access level.

Schedule 2

Data Center/Colocation Service Level Agreement (SLA)

This Service Level Agreement (this “SLA”) provides certain abatement to Licensee in the event of certain Failures (as defined below). This SLA applies only to the Space set forth in this MSA and applicable Order, and applies only to the dedicated suite, cage and cabinet Space (and not to conduit or inner-duct or other Space). An individual cage or cabinet that is part of the Space under this MSA and applicable Order is sometimes referred to herein as the “Individual Space.” Notwithstanding anything to the contrary, the abatement described in this SLA shall be Licensee’s sole and exclusive remedy in connection with the Failures (as defined below), and Licensee shall not have any other Claims, rights or remedies in law or equity, and Licensor shall not have any other liabilities, In connection with any Failures, Licensee hereby waives all other Claims, rights and remedies. Under no circumstances shall Licensor have any liability to a third party and shall be indemnified fully as to any such claims consistent with the terms of the Parties’ MSA.

1. Power Availability.

A. Power Failure.

- i. **Redundant UPS-Level 1 Power Failure.** A “Redundant UPS-Level 1 Power Failure shall be deemed to have occurred on a particular day if any particular Redundant UPS Power Circuit (as defined below) licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability) is unavailable to Licensee (on both the A Circuit and B Circuit) for more than one (1) second at the demarcation point (i.e., the receptacle to which the applicable licensed electrical service is delivered) in the applicable Equipment (the “Demarcation Point”), provided that such unavailability simultaneously occurs and continues with respect to both the primary A power circuit (the “A Circuit”) and the redundant B power circuit (the “B Circuit”) at all times in question. A Redundant UPS Power Circuit” is defined as an A Circuit together with its corresponding B Circuit (not including any panel redundant circuits).
- ii. **Redundant UPS-Level 2 Power Failure.** A “Redundant UPS-Level 2 Power Failure” shall be deemed to have occurred in a particular calendar month if any particular Redundant UPS Power Circuit licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability) is unavailable to Licensee (on both the A Circuit and B Circuit) for more than twenty-six (26) cumulative seconds in any calendar month at the Demarcation Point, provided that such unavailability simultaneously occurs and continues with respect to both the A Circuit and the B Circuit at all times in question.
- iii. **Single/Panel Redundant-Level 1 Power Failure.** A “Single/Panel Redundant-Level 1 Power Failure shall be deemed to have occurred in a particular calendar month if any particular single power circuit (with only an A Circuit, and no B Circuit) (a “Single Circuit”) licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability) or any particular redundant panel power circuit with both an A Circuit and a B Circuit (a panel “Redundant Circuit”), licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability), is unavailable to Licensee for more than twenty-six (26) cumulative seconds in any calendar month at the Demarcation Point, provided that, with respect to any such Panel Redundant Circuit, such unavailability simultaneously occurs and continues with respect to both the A Circuit and the B Circuit at all times in question.

- iv. **Single/Panel Redundant-Level 2 Power Failure** Single/Panel Redundant-Level 2 Power Failure shall be deemed to have occurred in a particular calendar month if any particular Single Circuit licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability), or any particular Panel Redundant Circuit licensed by Licensee from Licensor (and otherwise used by Licensee in the ordinary course of business immediately prior to the unavailability), is unavailable to Licensee for more than two hundred seventy (270) cumulative seconds in any calendar month at the Demarcation Point, provided that, with respect to any such Panel Redundant Circuit, such unavailability simultaneously occurs and continues with respect to both the A Circuit and the B Circuit at all times in question.

A Redundant UPS Level 1 Power Failure, Redundant UPS Level 2 Power Failure, Single/Panel Redundant-Level 1 Power Failure and Single/Panel Redundant-Level 2 Power Failure are each referred to herein as a **“Power Failure.”**

A. Abatement to Licensee.

- i. **Redundant UPS-Level 1 Power Failure**. In the event any Redundant UPS-Level 1 Power Failure occurs on any particular day, then, with respect to the Redundant UPS Power Circuit that is the subject of the Redundant UPS-Level 1 Power Failure, Licensee's pro rata Monthly License Fees for the affected Individual Space for that particular day shall be partially abated by the Daily Circuit Abatement Amount (as defined below). The “Daily Circuit Abatement Amount” is defined as the pro rata Monthly License Fees for the affected Individual Space for that particular day, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the Total Power Circuits (as defined below). Total Power Circuits is defined as the total number of power circuit pairs (i.e., an A Circuit and its corresponding B Circuit would equal 1 circuit pair), plus the total number of Single Circuits licensed by Licensee from Licensor in connection with such Individual Space.
- ii. **Redundant UPS-Level 2 Power Failure**. In the event any Redundant UPS-Level 2 Power Failure occurs on any particular day (a “Redundant UPS-Level 2 Power Failure Day”), then, with respect to the Redundant UPS Power Circuit that is the subject of the Redundant UPS-Level 2 Power Failure, Licensee's pro rata Monthly License Fees for the affected Individual Space for the particular calendar week in which the Redundant UPS-Level 2 Power Failure Day occurs shall be partially abated by the Weekly Circuit Abatement Amount (as defined below). The “Weekly Circuit Abatement Amount” is defined as the pro rata Monthly License Fees for the affected Individual Space for that particular calendar week, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the Total Power Circuits.
- iii. **Single/Panel Redundant-Level 1 Power Failure**. In the event any Single/Panel Redundant Level 1 Power Failure occurs on any particular day, then, with respect to each Single Circuit (if any), or each Panel Redundant Circuit (if any), that is the subject of the Single/Panel Redundant-Level 1 Power Failure, Licensee's pro rata Monthly License Fees for the affected Individual Space for that particular day shall be partially abated by the Daily Circuit Abatement Amount.
- iv. **Single/Panel Redundant-Level 2 Power Failure**. In the event any Single/Panel Redundant-Level 2 Power Failure occurs on any particular day (a “Single Panel Redundant-Level 2 Power Failure Day”) then, with respect to each Single Circuit (if any), or each Panel Redundant Circuit (if any), that is the subject of the Single/Panel Redundant-Level 2 Power Failure, Licensee's pro rata Monthly License Fees for the affected Individual Space for that particular calendar week in which the Single/Panel Redundant-Level 2 Power Failure Day occurs shall be partially abated by the Weekly Circuit Abatement Amount.
- v. **Total Abatement**. Notwithstanding anything to the contrary set forth in this SLA, (i) in no event shall the total abatement in any one (1) calendar month under this Article I for any Individual Space exceed the Monthly License Fees payable for that Individual Space for that calendar month (notwithstanding the amount or length of any Power Failures in that month or otherwise); in the event there would otherwise be abatement under this Article I in excess of such Monthly License Fees for that month, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect; (ii) in no event shall the total abatement under this Article I for the applicable Individual Space on any one (1) day exceed the pro rata Monthly License Fees payable for that Individual Space for that day (notwithstanding the amount or length of any Power Failures on that day or otherwise); in the event there would otherwise be abatement under this Article I in excess of such Monthly License Fees for that day, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect; (iii) in no event shall the total abatement under this Article I in any one (1) calendar month for any individual power circuit exceed the Monthly Circuit Cap (as defined below) (notwithstanding the amount or length of any Power Failures relating to that power circuit or otherwise); in the event there would otherwise be abatement with respect to a particular power circuit in excess of the Monthly Circuit Cap, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect; and (iv) in no event shall the total abatement with respect to any individual power circuit on any one (1) day exceed the Daily Circuit Cap (as defined below) (notwithstanding the amount or length of any Power Failures relating to that Power Circuit or otherwise); in the event there would otherwise be abatement with respect to a particular power circuit in excess of the Daily Circuit Cap, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect. The “Monthly Circuit Cap” is defined as the Monthly License Fees for the Individual Space in question for the applicable calendar month, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the Total Power Circuits. The “Daily Circuit Cap” is defined as the pro rata Monthly License Fees for the Individual Space in question for the applicable day, multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the Total Power Circuits.

2. Environmental Stability.

A. ES Failure.

- i. **Humidity-Level 1 Failure.** A “Humidity- Level 1 Failure” shall be deemed to have occurred on a particular day if (A) conditioned air provided by Licensor on that day to a cold aisle reasonably designated by Licensor in the applicable Individual Space (a “Cold Aisle”) exceeds 70% relative humidity for more than twenty-four (24) consecutive hours, or is below 30% relative humidity for more than twenty-four (24) consecutive hours, all as measured by Licensor’s humidity sensors, and (B) the Equipment in the applicable Individual Space (which is then being used by Licensee in the ordinary course of business) is materially and adversely affected thereby.
- ii. **Humidity-Level 2 Failure.** A “Humidity- level 2 Failure” shall be deemed to have occurred on a particular day if (A) conditioned air provided by Licensor on that day to a Cold Aisle exceeds 80% relative humidity, or is below 20% relative humidity, all as measured by Licensor’s humidity sensors, and (B) the Equipment in the applicable Individual Space (which is then being used by Licensee in the ordinary course of business) is materially and adversely affected thereby.
- iii. **Temperature-Level 1 Failure.** A “Temperature-Level 1 Failure” shall be deemed to have occurred on a particular day if (A) sustained temperatures in a Cold Aisle exceed 80.6 degrees Fahrenheit, as measured by Licensor’s temperature sensors, and such temperatures in such Cold Aisle in excess of 80.6 degrees Fahrenheit continue for a period of more than twenty-four (24) consecutive hours, and (B) the Equipment in the applicable Individual Space (which is then being used by Licensee in the ordinary course of business) is materially and adversely affected thereby.
- iii. **Temperature-Level 2 Failure.** A “Temperature-Level 2 Failure” shall be deemed to have occurred on a particular day if (A) sustained temperatures in a Cold Aisle exceed 89.6 degrees Fahrenheit, as measured by Licensor’s temperature sensors, and (B) the Equipment in the applicable Individual Space (which is then being used by Licensee in the ordinary course of business) is materially and adversely affected thereby.

A Humidity-Level 1 Failure, Humidity-Level 2 Failure, Temperature-Level 1 Failure, and Temperature-Level 2 Failure are each referred to herein as an “**ES Failure.**”

B. Abatement to Licensee.

- i. **Humidity-Level 1 Failure.** In the event any Humidity Level 1 Failure occurs on any particular day, then Licensee’s Monthly License Fees for the affected Individual Space in question shall be partially abated for that particular day by the Daily ES Abatement Amount (as defined below). The “**Daily ES Abatement Amount**” is defined as the Monthly License Fees for the affected Individual Space in question for that particular day, multiplied by a fraction, the numerator of which is the square footage of the portion of the affected Individual Space that is the subject of the ES Failure (as such portion is reasonably determined by Licensor), and the denominator of which is the total square footage of the affected Individual Space.
- ii. **Humidity-Level 2 Failure.** In the event any Humidity-Level 2 Failure occurs on any particular day (a “Humidity Level 2 Failure Day”), then Licensee’s Monthly License Fees for the affected Individual Space for the particular calendar week in which the Humidity-Level 2 Failure Day occurs shall be partially abated by the Weekly ES Abatement Amount (as defined below). The “Weekly ES Abatement Amount” is defined as the pro rata Monthly License Fees for the affected Individual for that particular calendar week, multiplied by a fraction, the numerator of which is the square footage of the portion of the affected Individual Space that is the subject of the ES Failure (as such portion is reasonably determined by Licensor), and the denominator of which is the total square footage of the affected Individual Space.
- iii. **Temperature-Level 1 Failure.** In the event any Temperature-Level 1 Failure occurs on any particular day, then Licensee’s pro rata Monthly License Fees for the affected Individual Space in question shall be partially abated for that particular day by the Daily ES Abatement Amount.
- iv. **Temperature-Level 2 Failure.** In the event any Temperature-Level 2 Failure occurs on any particular day (a “Temp-level 2 Failure Day”), then Licensee’s pro rata Monthly License Fees for the affected Individual Space for the particular calendar week in which the Temp-Level 2 Failure Day occurs shall be partially abated by the Weekly ES Abatement Amount.
- v. **Total Abatement.** Notwithstanding anything to the contrary set forth in this SLA, (A) in no event shall the total abatement under this Article II for the applicable Individual Space in any one (1) calendar month exceed the Monthly License Fees payable for that Individual Space for that calendar month (notwithstanding the amount or length of any ES Failures in that month or otherwise); in the event there would otherwise be abatement under this Article II in excess of such Monthly License Fees for that month, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect and (B) in no event shall the total abatement under this Article II for the applicable Individual Space on any one (1) day exceed the pro rata Monthly License Fees payable for that Individual Space for that day (notwithstanding the amount or length of any ES Failures on that day or otherwise); in the event there would otherwise be abatement under this Article II in excess of such pro rata Monthly License Fees for that day, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

3. **Connectivity Availability.**

A. **Connectivity Failure.** A "Connectivity Failure" shall be deemed to have occurred on a particular day if (A) Licensor fails to use commercially reasonable efforts to ensure that all of Licensor's critical pathways and Main Distribution Frame equipment in the Data Center are properly operating, and (B) as a result of such failure, either (i) a redundant cross connection licensed by Licensee from Licensor in the applicable Individual Space is unavailable and interrupted on both the primary and redundant connections (simultaneously) for more than twenty-six (26) cumulative seconds within a calendar month after Licensor receives notice of any such failure.

B. **Abatement to Licensee.**

- i. **Connectivity Failure.** In the event any Connectivity Failure occurs on any particular day (a "Connectivity Failure Day"), then Licensee's Monthly Service Fees for the affected cross connection, or the affected connection, as applicable, for the particular calendar month in which the Connectivity Failure Day occurs shall be abated.
- ii. **Total Abatement.** Notwithstanding anything to the contrary set forth in this Article III, (A) in no event shall the total aggregate abatement under this Article III for any particular cross connection in any one (1) calendar month exceed the Monthly Service Fees payable by Licensee for that month for the cross connection in question (notwithstanding the amount or length of any Connectivity Failures with respect to such cross connection or otherwise); in the event there would otherwise be abatement under this Article III in excess of such Monthly Service Fees for that month for that cross connection, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

4. **SLA Applicability**

A. For purposes hereof, a Power Failure, ES Failure and Connectivity Failure shall each be referred to herein as a "Failure." Notwithstanding anything to the contrary in this SLA, Licensee Shall not be entitled to any abatement whatsoever (and shall have no rights or remedies under this SLA or otherwise), and no Failure of any kind shall be deemed to have occurred, if any of the following exists:

- i. Licensee Is In breach or default under this MSA at the time of the Failure in question;
- ii. The Failure in question results from any of the following: (i) any equipment (including, without limitation, any Equipment) or applications of (or otherwise used by or in possession of) Licensee or any of the other Licensee Parties; (ii) any act or omission of Licensee or any of the other Licensee Parties, or (iii) Force Majeure Event.

B. Notwithstanding anything to the contrary in this SLA, (i) in no event shall Licensee be entitled to abatement under more than one of Articles I through III above in connection with the same event that caused the applicable Failures; In the event the same event causes more than one (1) Failure, then Licensee shall receive abatement only with respect to one (1) single Failure (and not with respect to multiple Failures), which abatement shall be calculated based on the Failure that would yield the highest abatement to Licensee (and if more than one (1) of such Failures exists, Licensor shall stipulate which Failure shall apply for purposes of calculating the abatement), and (ii) in the event a particular Failure continues, only one (1) Failure shall be deemed to have occurred (and shall be deemed to have occurred on the day that the Failure first comes into effect), regardless of the length of such Failure.

C. Notwithstanding anything to the contrary in this SLA, (i) in no event shall the total aggregate abatement for a Power Failure or ES Failure under this SLA exceed an aggregate amount equal to three (3) months' worth of Monthly License Fees for the Space under this MSA and applicable Order (calculated at the average rate payable during the initial Term for such Space); and (ii) In no event shall the total aggregate abatement for a Connectivity Failure under this SLA exceed an aggregate amount equal to three (3) months' worth of Service Fees under this MSA and applicable an Order (calculated at the average Service Fee payable during the initial Term for the Services). In the event there would otherwise be abatement under this SLA in excess of the aggregate amounts set forth herein, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

5. **Facilities Management** Licensor shall use commercially reasonable efforts to maintain its physical facilities and functionality in accordance with all agreed upon specifications of the data center. Licensee shall provide written notification to Licensor of any Facilities Management issues, including but not limited to Licensee access, Licensor shall respond to Licensee within two (2) hours and endeavor to cure such issues within a four-hour interval.