

## Colocation Service Schedule

This Service Schedule ("**Service Schedule**") sets forth the terms and conditions applicable only to the specific Services as noted herein and provided by LightEdge, or an Affiliate thereof, to Customer, or an Affiliate thereof, from time to time. Any capitalized terms used but not defined in this Service Schedule shall have the meanings set out in the Agreement.

### 1. Definitions.

**"Colocation Service(s)" or "Services"** means the provision of Space and power for Customer owned servers or Equipment, as defined under Section 3 below and in the applicable Purchase Agreement.

**"Customer Equipment" or "Equipment"** means the Customer's property or third-party equipment brought into the Facility by Customer.

**"Data Center" or "Facility"** means the premises leased, owned and/or operated by LightEdge in which Services are provided to Customer.

**"Space"** means the space in the Data Center dedicated to Customer (i.e. portion of cabinet(s), cage(s) and/or Private Suite) as specified in the Purchase Agreement.

### 2. Billing.

**2.1. Billing Commencement Date.** The Billing Commencement Date (BCD) and Initial Term for all Colocation Services shall begin on the latter of (a) the date set forth in the applicable Purchase Agreement or (b) the date on which LightEdge has made such Colocation Service(s) available to Customer. If a Service installation is delayed, incomplete or is not usable by Customer due to Customer's actions or inactions (or the actions or inactions of any other party acting by or on behalf of Customer), LightEdge will have the right to commence the BCD as if such Service was installed and commence billing for such Service as of such BCD. Billing will begin, as specified below, for the specific Colocation Service:

- The BCD for Shared Collocation is the date (i) power and (ii) rack space have been made available to the Customer.
- The BCD for Rack Space is the date (i) power and (ii) rack space have been made available to the Customer.
- The BCD for Cage Space is the date all three of the following conditions are met: (i) physical cage is installed, (ii) power build out as defined by the customer is complete, (iii) functioning security Access Cards are activated.

**2.2. Separate Billing.** Notwithstanding anything to the contrary in the Agreement, if LightEdge partially begins providing one or several Services, LightEdge reserves the right to commence billing for such Service(s) on a pro rata basis.

**2.3. Pass Through.** LightEdge may increase the rates for Customer's Services to pass through increases in utility and power costs attributable to such Service(s) (e.g., power allocation or metered power). For the avoidance of doubt, such pass through shall be at no additional markup and will not include any allocation of increases in Facility costs.

**3. Colocation Services.** LightEdge will provide, as defined in the Purchase Agreement, any of the following Colocation Services:

**3.1. Shared Colocation.** Shared Colocation is space provided within a shared Rack Space for the purpose of hosting individual computing resources.

**3.2. Rack Space.** Rack Space means a cabinet with combination lockable doors and side panels. Side panels on adjacent cabinets will not be removed. There are lockable doors on the front and back. The dimensions of each cabinet shall be described in the Purchase Agreement.

**3.3. Cage Space.** Cage space is an option available to Customers who are managing their installation in whole or in part. Cage space is comprised of a mesh wall around the Customers racks / cabinets with dedicated connectivity infrastructure. This connectivity is built on a customer-by-customer basis and no pre-wired cabling is provided. All power to caged spaces is custom built to the customer's original ordering specifications.

**3.4. Private Suite.** Private Suite is a physically separate, dedicated Space with cooling, power, network and access options for a higher level of customized Colocation Service. Private Suite Services are custom-built on a customer-by-customer basis.

**3.5. Additional Services.**

**3.5.1. Cross-connects.** If requested by Customer, LightEdge may provide managed cross-connects for connection to third party telecommunications carriers located within the Data Center. Customer is subject to a monthly cross-connect fee from LightEdge to physically access such providers. All contractual and service agreements, including but not limited to, pricing, service level agreements, service monitoring and troubleshooting, are between the Customer and its selected service provider. Customer is solely responsible for its costs and all costs incurred from any third party for completing the connection. Any testing or diagnostic assistance provided by LightEdge in resolving problems with these third-party connections not found to be fault of LightEdge shall be billed to Customer at LightEdge's then-current Remote Hands Rates.

**3.5.2. Burstable Internet.** If requested by Customer, LightEdge will provide Customer with Burstable Internet Service ("Internet") as specified on the relevant Purchase Agreement. Internet Service is a dedicated IP transit service providing access to the LightEdge IP network and the global internet. The connection speed for the Internet Service, limitations on the amount of bandwidth that is available for Customer use in conjunction with the Internet Service, any overage charges that may be assessed should the Customer exceed the specified limitations, and other related matters, if any, will be specified on the Purchase Agreement. Billing will follow the "95th percentile" rule. Usage samples will be collected and sorted from highest to lowest and the top five percent (5%) discarded. The next highest sample (the 95th percentile number) will then be used as the basis in computing the charge for the month for incremental bandwidth beyond the committed level.

**3.5.3. IP Address.** If requested by Customer, LightEdge may assign IP addresses as requested by Customer and provided that Customer meets LightEdge's utilization criteria, and in accordance with industry requirements for utilization and management, subject to availability and at

LightEdge's then current rates. If Customer does not maintain utilization of at least eighty percent (80%) of the assigned address space (exclusive of reserved addresses) throughout the Term of the Agreement, LightEdge may, upon ten (10) business days prior notice, require Customer to renumber into a smaller address space. Upon termination of the Agreement, Customer agrees to immediately cease all use of and return LightEdge-assigned IP addresses to LightEdge. Customer may not make routing announcements for LightEdge-assigned IP addresses without LightEdge's prior written permission. It is Customer's sole responsibility to ensure that LightEdge-assigned IP addresses it uses are kept free from blocking lists and blacklists; should an address be blocked or blacklisted while in Customer's possession and not removed by Customer within thirty (30) days, Customer hereby agrees to bear LightEdge's costs in removal from such list. Any use by Customer of LightEdge's IP address space after the effective date of termination hereof, including route announcements made for any purpose, shall be an incurable breach hereunder.

#### **4. Access.**

**4.1. Access.** LightEdge will provide physical access to the Data Center 24 hours a day, 7 days a week to Authorized Staff subject to the terms further stated herein while (i) the Customer's account is in good standing and (ii) Customer is not in breach of any term or provision of this Service Schedule and the Agreement.

**4.2. Authorized Staff.** Customer's access to the Data Center will be limited solely to the individuals identified and authorized by Customer's Authorized Contact via the Service Portal to have access to the Data Center (each such person being "Authorized Staff"). Each Authorized Staff shall comply with LightEdge's Access Policy.

#### **4.3. Access Card, Codes and Biometrics.**

**4.3.1.** Each individual Authorized Staff requiring Data Center access needs a unique Card ("Access Card"). LightEdge will provide one Access Card granting access to the relevant Facility to each Authorized Staff persons at no cost. Additional Access Cards are available at additional cost. Access Cards cannot be shared among multiple people.

**4.3.2.** Biometrics account setup will be provided to Customer at no cost. Each individual requiring Data Center access requires a unique biometric code and "imprint". Codes and imprints cannot be shared among multiple people. An imprint is a unique physical aspect of the individual holding the access account. This may be one or multiple of the following biometric signatures: facial scan, handprint identification or fingerprint identification. LightEdge will retain and make available ninety (90) days of usage logs on biometric access system. These logs are available to Customer by request.

**4.3.3.** Customer access to Rack Space is granted via a 3-digit PIN code. Each cabinet has a unique PIN code. PIN code will be provided to Customer Authorized Contacts. Any Authorized Contact can request a reset or change of this PIN code. It will be this Authorized Contact's responsibility to communicate the new PIN code to all other Authorized Staff. Customer shall bear any costs resulting from Customer's loss of a PIN.

**4.4.** Customer is responsible for communicating change requests, revocation requests, lost codes or other items that can reasonably be considered to be security risks to LightEdge immediately. LightEdge will make reasonable effort to address such requests within one (1) business day.

**4.5.** All Access Cards and combinations issued to Authorized Staff by LightEdge are and shall at all times remain LightEdge's property and must be surrendered to LightEdge upon demand. Customer may not make its own copies of any Access Card for any reason.

**4.6. Shared Colocation.** Authorized Staff in shared Colocation are required to be accompanied by a LightEdge employee for the duration of their activity in the data center areas during business hours. Rates for this service shall be the same as the Remote Hands Rate. Escort services to data center areas are available during business hours.

**4.7. Shared Colocation Equipment Removal and Installation.** Customers not wishing to pay the escorting fees may have the LightEdge staff install and remove equipment from shared collocation spaces at LightEdge's Remote Hands Rate.

**4.8. Visitors.** Visitor access to all LightEdge facilities requires prior authorization by LightEdge. LightEdge requires at least twenty-four (24) hour notification of such visitors via Service Portal ticket. Visitors must be escorted at all times by LightEdge personel and/or by Customer Authorized Staff. If LightEdge is asked to escort a visitor of Customer, rates for this service shall be the same as the Remote Hands Rate Services. LightEdge will require a government approved form of identification from each visitor receiving escort services. If visitor identification does not match the request made by customer Authorized Contact, access will not be granted. Visitors accompanied by Authorized staff may be registered directly at the Facility.

**4.9. Physical Access Policy.** Customer will at all times ensure that its officers, employees, technicians, agents, representatives, subcontractors, and visitors agree to and shall at all times abide by and honor posted or otherwise communicated Facility rules and Physical Access Policy (altogether, the "Access Policy") with regard to the use of the Space and the Data Center and incorporated herein by reference. Failure to abide by the Access Policy shall be deemed to be a breach of this Agreement by Customer.

**4.10. LightEdge Access.** LightEdge retains the right to access the Space, without prior notice, at any time and from time to time to perform maintenance and repairs, inspect the Equipment, measure power draw, and to perform the Services and assure compliance with the terms of this Agreement.

**4.11. Revocation of Access.** LightEdge may temporarily revoke or deny access to the Space or the Data Center as it deems necessary: (i) in case of emergency; (ii) if an Authorized Staff person or visitor is suspected of being under the influence of alcohol or any drug or represents a danger to themselves or any other person or (iii) Customer is in default of the Agreement, including failure to pay past due invoices.

## **5. License.**

**5.1. Grant of License.** LightEdge grants to Customer the right and non-exclusive license to occupy the Space identified in the Purchase Agreement during the Term identified in the Purchase Agreement, solely for the Permitted Uses specified herein and in any applicable Purchase Agreement.

**5.2.** The Agreement, including this Service Schedule, is a services agreement and is not intended to and will not constitute a lease of any real property. Customer acknowledges and agrees that it does not have, has not been granted, and will not hold any real property interest in the Space or the Data Center in which the Space is located and that Customer is a licensee and not a tenant or lessee of the Customer Space. This license shall be subordinate and subject to any lease agreement (the "Underlying Colocation Agreement"), if any, between LightEdge and its landlord.

**5.3. Underlying Colocation Agreement.** LightEdge shall have the right to terminate any or all of the affected Services without liability of any kind as a result of the expiration of or termination of LightEdge's Underlying Colocation Agreement for the Facility at which such Services are being provided. LightEdge will use commercially reasonable efforts to provide Customer at least ninety (90) days advance written notice of termination of a Service(s). In the event LightEdge is unable to provide Customer with at least ninety (90) days advance written notice of such termination, LightEdge will provide Customer as much notice as is reasonably possible. In the event LightEdge terminates a Service in accordance with this Section 5.3, and Customer shall not be obligated to pay any additional amounts specified in the Purchase Agreement in connection with such termination following the effective date of termination.

**6. Relocation of Services.** If the Customer Space and/or any Service needs to be moved, within the same Facility, due to LightEdge's reasonable business needs (e.g., repair, remodel or upgrade the area at which the Customer Space is located), LightEdge shall be entitled, upon a minimum of 30 days written notice, to relocate such Customer Space and/or Service, as applicable, to another area within the same Facility; provided that (i) the replacement space is substantially similar in size and configuration to the original Space, (ii) such relocation does not create any undue burden to Customer, (iii) LightEdge shall bear all costs of such changes and relocation directly attributable to the physical relocation of the Customer's Equipment, including recabling of such Equipment, and (iv) Customer's Equipment and/ or Space had not been relocated by LightEdge under the provisions of this Section 6 for the previous two (2) years. Customer will cooperate in good faith with LightEdge to complete such relocation and LightEdge will use commercially reasonable efforts to minimize any interruption in Services during any such relocation. In the event of a relocation of Customer equipment, Customer waives all rights and remedies of any applicable Service Level Agreements for a twelve (12) hour period of time to allow LightEdge sufficient time to execute such relocation in accordance with best practices provided that, Customer was given proper written notice that a relocation of Customer equipment was going to occur provided for in this Section 6.

## **7. Permitted Use.**

**7.1. Permitted Uses.** Customer shall use the Space solely for the purpose of (i) installation of the Equipment in the Space, (ii) maintaining the Equipment, (iii) operating the Equipment, and (iv) removing the Equipment (the "Permitted Uses"). In connection with the foregoing, Customer shall maintain the Customer Space in an orderly and safe condition, in accordance with nationally published OSHA standards, and shall return the Customer Space to LightEdge in the same condition (reasonable wear and tear excepted) as when such colocation Space was delivered to Customer. Unless otherwise provided in a Purchase Agreement, Customer shall perform the Permitted Uses at its sole cost and expense. In no event shall Customer, any Authorized Staff or any Customer Equipment (a) interfere with, harm or cause personal injury or property damage to (i) a Facility, (ii) any of LightEdge's or any third party's equipment or property contained at a Facility or (iii) any of

LightEdge's or any third party's personnel at a Facility or (b) adversely impact or interfere with the services provided by LightEdge to its other customers. Customer will ensure that its Authorized Staff and visitors who are involved in the Permitted Uses, or who are granted access to the Customer Space, comply with the terms of this Service Schedule and the Agreement.

**7.2. Acceptable Use.** Customer shall use Colocation Services in accordance with LightEdge's Acceptable Use Policy.

**7.3. Emergency Power Off Buttons.** Customer hereby acknowledges and agrees that the "EPO" (emergency power off) buttons in the Data Center are for use by LightEdge staff only and are not to be operated by Customer, Customer's Authorized Staff, or visitors, for any reason, even in an emergency, unless authorized and directed by LightEdge's staff to do so. The EPO is not a fire alarm.

**7.4. Photography.** Photography or videography of any kind in the Facility is expressly prohibited without LightEdge's prior written permission.

## **8. Removal of Equipment.**

**8.1.** Within five (5) business days following the expiration or termination of the Service Term for any Purchase Agreement (the "Removal Period"), Customer shall remove all Customer Equipment from the Customer Space. In the event Customer fails to remove the equipment within the Removal Period, LightEdge may disconnect, remove and dispose of such equipment without prior notice nor liability. If Customer cannot access the Data Center and promptly contacts and cooperate with LightEdge prior to the expiration of the Removal Period, LightEdge shall use commercially reasonable efforts to get Customer's Equipment shipped to Customer. Customer shall pay LightEdge's reasonable expenses, including LightEdge's labor at the Remote Hands Rate, related to the retention, removal, abandonment, shipment or disposal of the Customer Equipment and any third-party equipment. LightEdge shall not be liable for any loss or damage incurred by Customer arising out of LightEdge's disconnection, removal, storage or disposal of Customer's or third party's Equipment.

**8.2.** All fixtures, excluding Customer Equipment, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Space or any conduit and/or pole, whether by LightEdge at its expense or at the expense of Customer, or by Customer at its expense or by previous occupants of the Space, shall be and remain part of the Facility and shall not be removed by Customer at the end of the Service Term. Although Customer may be licensed to use certain conduit and/or pole during the Service Term, LightEdge will retain all title to conduit and/or pole.

**8.3. Facility Materials.** LightEdge retains ownership of all installation materials supplied by LightEdge, including, but not limited to, all power and signal cabling, ladder racks, cages, cabinets, and racks, even if the installation costs paid by Customer included LightEdge's costs to purchase those materials.

**9. Environmental.** LightEdge will provide and maintain the physical attributes of the Data Center including security, temperature, humidity, and fire protection, as detailed in its specifications for the Service Level Agreement.

## **10. Power.**

**10.1.** The amount of Customer Space provided is determined by a combination of the deployed power density of the Facility Customer has requested Service in, the amount of power purchased by Customer, and any allowance of additional space as provided for by LightEdge and defined in the applicable Purchase Agreement.

**10.2.** LightEdge shall exclusively provide any AC or DC power circuits and/or power outlets for the Customer Space in accordance with the Purchase Agreement. It shall be Customer's responsibility to manage the power draw on each circuit and/or outlet to not exceed the amount of power allocated to Customer as defined in the applicable Purchase Agreement. LightEdge shall not be liable for any outage or damage to Customer's Equipment or applications should Customer exceed the allocated power; provided, however, that LightEdge shall have the right to monitor, on an ongoing basis, Customer's power draw.

**10.3. Customer-Provided Electrical Equipment.** All power strips, power cords, and other current-carrying equipment, fixtures, and cables of whatever kind used by Customer in the Space shall be UL listed/certified, in good condition, and of a type, construction, and capacity appropriate for data center use. Power strips, surge suppressors, and similar Customer equipment must have metal cases and not plastic; use of plastic-cased power distribution is subject to LightEdge's prior approval and may be refused in LightEdge's sole discretion. Power strips and similar distribution equipment may not be "daisy chained".

## **11. Onsite Technical and Support Services.**

**11.1.** Upon Customer request, LightEdge staff and/or LightEdge contractors are available to perform various "Remote Hands" technical tasks on Customer's Equipment. Typical activities provided by the Remote Hands services include, without limitation, racking and cabling of equipment, rebooting or power-cycling Customer Equipment, testing or swapping defective cables, visual reporting on status indicators.

**11.2.** Customer may order Remote Hands services by executing a Purchase Agreement or opening a ticket in the Service Portal or by any other means that may be provided to Customer from time to time by LightEdge. Remote Hands services may be purchased, in advanced, at contracted rates for monthly blocks of time or on demand at LightEdge then current hourly rate. Unused time expires at the end of each calendar month. Remote Hands services are billed at LightEdge's then current market rate in 30 minutes-increments (the "Remote Hands Rate").

**11.3.** Although LightEdge staff and their contractors are skilled in troubleshooting and repairing a variety of equipment, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. LightEdge and its respective contractors shall not be liable for any losses or damages due to any failure of the equipment or for any loss of data or damages resulting from Remote Hands Services.

**12. Receipt or Deliveries.** The receiving and handling of packages by LightEdge is being done for convenience purposes only. LightEdge shall have no liability with respect to any shipment (a shipment may comprise one or more boxes) from Customer (or a third party on behalf of, or for, Customer) that is received and/or stored by LightEdge on Customer's behalf, regardless of the cause of any damage thereto.

**12.1. Addressing and Delivery Time.** Customer may have equipment or other packages containing property intended for Customer's use in a Facility delivered to a Facility. LightEdge requires 48-hour advance notice of routine Customer shipments (or as reasonably feasible for emergency shipments). All deliveries must take place during normal business hours (deliveries made outside of normal business hours or on LightEdge holidays will be subject to availability of LightEdge's staff and charged at then-current rates for an off-hours call out). Customer notifications of shipments to Facility shall include the following information: (i) expected delivery date, (ii) tracking number associated with shipment, (iii) total pieces, size and weight of shipment, (iv) authorized recipient of shipment. LightEdge reserves the right to refuse delivery of any shipment not made in compliance with the foregoing. In such case, LightEdge will not be liable for additional delivery charges, whether foreseen or unforeseen.

**12.2. Inspection and Damages.** LightEdge shall not be responsible for inspection or validation of shipment beyond verifying receipt and will not be responsible for any damage to shipment prior to, or while in our possession.

**12.3. Handling Charges.** Deliveries handled received on behalf of Customer by LightEdge staff are subject to Remote Hands Rate.

**12.4. Claiming Deliveries.** Customer must claim (and remove from LightEdge's storage all deliveries within 10 days business days of receipt by LightEdge. Any deliveries not claimed by Customer within the foregoing period shall be subject to a storage charge at LightEdge's then-current rates for the space used in the storage room.

**12.5. Storage Room.** The customer storage room is not meant to be used for long term storage. Any packages left for more than 10 days may be subject to charge. In the event Customer fails to remove any equipment from the storage room after 60 days notice, LightEdge may remove and dispose of such equipment without further notice nor liability.

**12.6. Use of Space and common area.** Customer may not store or leave in plain view any cardboard boxes, paper, books, paper or plastic bags, or any other similar combustible material in the Space nor in any common area within the Facility.

## **13. Equipment approval.**

**13.1. Approved Equipment.** Prior to installing any Equipment not specifically detailed and agreed to in a Purchase Agreement, Customer should submit installation plans to LightEdge to obtain LightEdge's written consent. LightEdge will use reasonable efforts to respond to Customer's proposed plans within two business days from receipt.

**13.2. Rack Mounting.** In Shared Colocation, the Equipment cannot be racked back-to-back, such that the rear of two devices are facing each other in the middle of a rack. Only one device shall be used per shelf or unit (U). If LightEdge finds that the Customer did not supply the rack-mounting materials, or the Customer-Provided Equipment is not rackmountable and an additional shelf or tray is needed to securely mount the Equipment to the rack, the Customer shall incur an additional cost to correctly rack the equipment and the delivery timeline may be delayed while additional colocation space is allocated.