

**PRODUCT SUPPLEMENT – COLOCATION**  
**to the**  
**Master Service Agreement**

This Product Supplement – Colocation (this “Supplement”) is incorporated by reference into and made a part of that certain Master Service Agreement (including all attachments and incorporated documents, the “Agreement”) entered into between the Seller and the Buyer who signed the Master Service Agreement, as expressly provided therein and shall be effective as of the Effective Date defined in the Master Service Agreement. This Supplement provides additional terms and conditions governing the Colocation License (as defined in Section 1 below) and other Services as set forth herein (collectively, the “Colocation Services”). Inasmuch as this Supplement addresses only a grant of a license (as further set forth herein) and not the sale or purchase of any interest in property, Seller is referred to herein as “Licensor” and Buyer is referred to herein as “Licensee.” Capitalized terms or phrases not defined in this Supplement shall have the meanings ascribed thereto in the Agreement.

**1. LICENSE SERVICES:**

(a) In consideration of the payment of the Charges set forth in the applicable Service Order and subject to the terms and conditions hereof and of the Agreement, Licensor hereby grants to Licensee, as of the Commencement Date, a limited, non-exclusive license to install, operate, and maintain (the “License”) certain communications and/or IT equipment listed and described in the applicable Service Order (the “Equipment”) in the equipment space in that portion of each Facility as designated by Seller (the “Equipment Space”), together with a non-exclusive right to use common areas within each Facility as a means of ingress and egress for gaining access to the Equipment and the Equipment Space.

(b) Licensor and Licensee hereby mutually acknowledge and agree that Licensor hereby grants Licensee a license only, and that this License does not and shall not be deemed to grant, demise, transfer, or otherwise convey to Licensee any right, title, or interest whatsoever in or to any portion of the overall property, including the Equipment Space, or to Licensor’s leasehold interest thereof, if applicable.

(c) Licensor hereby reserves all rights not specifically granted to Licensee, including, without limitation, the right to: (1) access to and use of each Facility for its own use and for the use of its agents, representatives and licensees; (2) grant additional licenses for the Facility to other parties; and (3) exercise or grant other rights not inconsistent with the rights granted hereunder.

(d) The License is expressly made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Licensor has acquired its interest in each Facility (the “Master Lease”). Licensee agrees to comply with any terms and conditions of such Master Lease, together with all building rules, regulations, and other requirements that the Lessor under such Master Lease (“Master Landlord”) may impose, which are subject to change from time to time. If the consent of the Master Landlord or other holder of the Master Lease is required in order for the parties to enter into the License, then this License shall not become effective until Licensor obtains such consent. Licensee understands and agrees that its rights under this License are subordinate to Licensor’s rights under the Master Lease, and in the event that the Master Lease terminates for any reason, this License will terminate, and Licensee shall have no further rights hereunder.

**2. TERM AND RENEWALS:**

(a) The Service Term for the License shall be as set forth in the accepted Service Order, which, in turn, shall be governed by the relevant provision of the Agreement. The foregoing notwithstanding, in no event shall any Service Order and/or License be construed to extend beyond the term of the Master Lease or beyond the term of Licensor’s superior interest in each Facility. No provision of this License shall impose any obligation on Licensor to exercise any option to renew the Master Lease, to extend its tenancy under the Master Lease or to cause the Master Landlord not to exercise any right it may have to terminate the Master Lease.

(b) Holding-Over. At the termination or expiration of the Service Term of the applicable Service, continued occupation of the Equipment Space by Licensee shall be deemed “holding over” and shall be charged at one hundred and fifty percent (150%) of the last applicable Recurring Charge for the Service. Such occupancy shall be terminable by Licensor at any time after commencement of the “holding over” status by written notice, sent registered or certified mail. Licensee agrees to removal by Licensor pursuant to this Supplement, and also, if required, covenants to accept an Order of Ejectment, Eviction or Notice to Quit, after such notice during such “holding over” status, regardless of the length of occupancy by Licensee or the applicable Service Term and regardless of payment of any rents made in advance to Licensor. During the “holding over”

status, all other terms, conditions and provisions of this Supplement (except duration, notice of termination and extension) shall apply.

(c) Termination for Interference or Threat to Safety. Licensee shall ensure that the installation and operation of the Equipment does not interfere electrically, or in any other manner whatsoever, with the equipment or operations of Licensor or with any other licensee or tenant in each Facility or the building. Notwithstanding anything in this License to the contrary, it is expressly understood and agreed that if, for a given Facility:

- (i) The installation or operation of the Equipment is reasonably determined by Licensor to interfere with any other communications systems or equipment at any time,
- (ii) Licensee's equipment poses an immediate threat to the safety of Licensor's employees or those of any other licensee, or to the public,
- (iii) Licensee's equipment interferes with the performance of Licensor's service obligations, or the use by other parties of their fiber, Ethernet, or other facilities, or
- (iv) Licensor's equipment poses an immediate threat to the physical integrity of Licensor's Facilities or equipment, or the facilities of other parties,

then Licensee shall upon Licensor's request (which may be telephonic) as soon as possible, but in no event later than 24 hours, at Licensee's expense, eliminate or remedy such interference or other improper activity. In the event of an emergency or if Licensee fails to take such other actions required by the foregoing sentence, Licensor may perform such actions on behalf of Licensee, or relocate the Equipment Space, the Equipment and/or the Licensee installations, without incurring any liability thereby, and Licensee shall reimburse Licensor for any costs incurred in connection therewith. If Licensor reasonably determines that such interference cannot be rectified, then Licensor may at its option after written notice to Licensee, terminate Service and/or the Service Order for the applicable Facility, whereupon Licensor may also remove all of the Equipment and other property of Licensee in the Facility or the building, at Licensee's sole cost and expense.

### 3. LICENSE FEES AND OTHER CHARGES:

(a) Recurring Charge. Recurring charges for the Colocation Service shall be governed by the terms of the Agreement, subject to the following additional terms, which shall apply to the Services under this Supplement:

- (i) Site License Fee. That part of the Recurring Charges identified in the Service Order as the Site License Fee shall be increased by three (3) percent per year on the first and each succeeding anniversary of the Commencement Date.
- (ii) AC or DC Power Fee. That part of the Recurring Charges identified in the Service Order as the AC or DC Power Fee shall be increased by three (3) percent per year on the first and each succeeding anniversary of the Commencement Date. The AC or DC Power Fee is subject to additional increases at Licensor's reasonable discretion where such increase or escalation is directly related to the increased costs for securing and providing such services, by providing notice of such increases to Licensee.

(b) Non-Recurring Charge. Non-Recurring Charges for the Colocation Services shall be governed by the terms of the Agreement and the applicable Service Order.

(c) Usage Charges. Any Usage Charges shall be governed by the terms of the Agreement and the applicable Service Order.

### 4. USE OF EACH FACILITY:

(a) Licensee shall complete the Service Order for the requested Services in the form provided by Licensor, and agrees to pay the fees and charges set forth in such Service Order.

(b) Licensee shall use each Facility solely for the purposes of installing, maintaining, repairing, replacing, operating, utilizing and removing its communications and/or IT Equipment and other similar or related personal property of Licensee to support the provision of information and/or IT services, and telecommunication services, all as authorized by Licensor, and for no other purpose. Licensee shall not use any Facility, or allow access thereto or use thereof, except in accordance with the terms of this License. Licensee shall not use any Facility for storage of equipment or for any administrative function unless expressly allowed within this License.

(c) Licensee shall not interfere, or allow the operation of its Equipment to interfere, with the operations, equipment or services of Licensor or any other occupant with rights in each Facility. Without limiting the foregoing, Licensee shall not use any portion of the Facility in any way that interferes with the operations of Licensor or its Equipment beyond levels acceptable under then-current FCC or other applicable regulations and guidelines.

(d) The License does not include the provision of local access. The License does not provide the basis for Licensee to connect any of its Equipment in each Facility to any facilities outside each Facility. Nothing in the License is intended to modify or preempt the requirements of any such other access agreement. Licensee must enter into separate agreements for local access and for interconnection with any other user of each Facility subject to Licensor approval. All such access and interconnections within each Facility must be requested from and performed by Licensor, subject to Licensor's charges therefor.

5. **ACCESS TO FACILITY; INSTALLATION AND MAINTENANCE OF EQUIPMENT:**

(a) All access to and activity in each Facility shall be governed by Licensor's then-current Security Policies and Procedures for Colocation Services ("Security Policy") as further set forth under the Terms & Conditions link at [www.alpheuscommunications.com](http://www.alpheuscommunications.com), and Licensee agrees to abide by same at all times. The Security Policy may be reasonably modified by Licensor from time to time.

(b) Notwithstanding any other provision in the Agreement, Licensor shall, without liability, have the right to immediately terminate the right of access of any Licensee personnel, agent or representative should it determine in its sole discretion that termination of such access is prudent. Licensor shall promptly notify Licensee of any such termination, and Licensee shall have a reasonable opportunity to demonstrate that the individual access rights should be reinstated. Any termination of an individual's access shall remain in effect pending such demonstration and Licensor's determination as to the advisability of such reinstatement. Any determination by Licensor shall be final.

(c) Licensor will furnish to Licensee keys, security access codes, and/or cards required to enter each Facility, as more fully described in Licensor's Security Policy. The Licensee will be responsible for control of the security cards or keys and confidentiality of any security access codes. Licensee will be charged for lost or additional keys or cards at the rate of \$50.00 per key or card (provided that this amount is subject to change without notice to Licensee), plus any commercially reasonable charges necessary to secure each Facility.

6. **NO WARRANTY:** Licensor makes no warranty or representation that the Colocation Services, the Equipment Space, and the Facilities, including but not limited to the building, the power systems, and related facilities and equipment supplied or to be supplied under this Agreement, are suitable for Licensee's use, it being assumed that Licensee has or will, for each colocation for which Licensee submits a Service Order, satisfied itself thereof. Licensee, has, or will, inspect each Equipment Space and Facility provided for in this Agreement and accepts the same, together with the Colocation Services, "AS IS" for the duration of the Term, and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the aforementioned Equipment Space and Facility provided for in this Agreement unless expressly agreed to herein. LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE COLOCATION SERVICES, THE EQUIPMENT SPACE, AND THE FACILITIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

7. **MAINTENANCE OF FACILITY:** Licensee at its own cost and expense, shall protect, maintain and keep in good order the Equipment Space and any Equipment in the Equipment Space, and shall ensure that neither Licensee nor its agents, contractors or invitees damage any part of each Facility, each Equipment Space or any Equipment located in or about each Facility, and shall not allow any debris or supplies to be left in or about each Facility.

8. **INSTALLATION AND ALTERATIONS:**

(a) Licensee shall not need to notify Licensor before entering the Equipment Space to perform minor maintenance items, such as adding/removing a cross connect, switching a card, rebooting or troubleshooting a piece of equipment, replacing a failed piece of equipment with an equivalent piece of equipment, or any other equipment affecting activity that does not materially affect the size, shape, weight, power usage, or emissions of a piece of equipment ("Minor Maintenance"). Other than these Minor Maintenance activities,

however, Licensee shall notify Licensor before commencing any installation, addition, or alteration within or about each Facility or undertaking any installation, upgrade or modification to Licensee's Equipment. Without the prior written approval of Licensor, which may be withheld in Licensor's sole judgment, other than for Minor Maintenance Activities, Licensee shall not:

- (i) Undertake any installation, addition or alteration within or about each Facility and/or Equipment Space, and/or
- (ii) Undertake any activity that would in any way result in an increased cost to Licensor, or that might affect the use of each Facility or other equipment by Licensor or any other user of each Facility.

(b) Whenever Licensor's approval of work is required, Licensee shall deliver a written request to Licensor, and shall specify all of the following:

- (i) The names and addresses of each proposed contractor and subcontractor,
- (ii) A summary of the qualifications and experience of each contractor and subcontractor,
- (iii) Contractor insurance coverage in conformity with the standards, terms and conditions in Master Landlord's and Licensor's rules and otherwise consistent with the requirement of the Agreement,
- (iv) A description of the services to be performed via a Method of Procedure (MOP), and
- (v) The planned dates and times of such activities.

Licensor shall have the right in its sole discretion to disapprove or require the removal of any contractor or subcontractor selected for work in each Facility. For avoidance of doubt, Licensee shall be responsible for all acts or omissions of its contractors or subcontractors while present in a Facility and any breach by any such contractor of the provisions of the Agreement or of this Supplement shall be deemed a breach by Licensee. All approvals by Licensor shall be valid only if given by Licensor's Facilities Construction Department, Engineering Department, or their designated representative. If approval of any contractor or subcontractor is required by the terms of the Master Lease or any other agreement with Master Landlord or other party holding a superior interest in each Facility, Licensor shall also submit the written request to the Master Landlord and/or such other party for approval, and Licensee's Use of each Facility shall be subject to the Master Landlord's or other party's approval as set forth in the underlying Master Lease or other agreement.

(c) Licensee will give Licensor the above written notice, the names and addresses of the persons supplying labor and materials, and the certificates of insurance from each proposed contractor for the proposed work on a schedule as follows:

- (i) At least three (3) Business Days (Monday through Friday, excluding weekends and holidays) before commencing any work other than major alterations, additions, improvements or installations, and
- (ii) At least five (5) Business Days (Monday through Friday, excluding weekends and holidays) before commencing any major alterations, additions, improvements or installations.

(d) All maintenance, installation, interconnection, addition, upgrade, modification or other alterations within each Facility shall: (i) comply with all manufacturers' specifications; (ii) meet or exceed all industry quality assurance standards to which each of Licensee and Licensor are subject, including as applicable, but not limited to, those of NEBS, IEEE and Bellcore; and (iii) be performed in a good and workmanlike manner.

(e) Licensee will obtain all required permits and licenses pertaining to the installation, operation, maintenance and repair of its Equipment at each Facility.

(f) Licensee shall pay or cause to be paid all costs and charges:

- (i) For work done by Licensee or caused to be done by Licensee on or about each Facility,
- (ii) For all materials furnished for or in connection with such work; and
- (iii) For alterations or additions to each Facility or Equipment that requires Licensor to incur costs.

(g) Licensee shall indemnify Licensor against and hold Licensor and each Facility and Licensor's other property free and clear of and from all mechanics' or materialman's liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work done by or on behalf of Licensee. If any such lien is filed at any time against each Facility, or any part thereof, Licensee shall cause such lien to be discharged of record within ten (10) days after the filing thereof, except that if Licensee desires to contest

such lien, it will furnish Licensor, within such ten-day period, security reasonably satisfactory to Licensor of at least 150% of the amount of the claim, plus estimated costs and interest. If a final judgment establishing the validity or existence of a lien for any amount is entered, Licensee shall pay and satisfy the same without delay. If Licensee fails to pay any charge for which a mechanics' lien has been filed, and has not given Licensor security as described above, Licensor may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Licensee to Licensor. Nothing contained in this License shall be deemed to constitute a consent or agreement of Licensor to subject any Facility or any of Licensor's other property to liability under any mechanics,' materialman's or other lien law. If Licensee receives notice that a lien has been or is about to be filed against any Facility or any of Licensor's other property, or any action affecting title to any Facility or any of Licensor's other property has been commenced on account of work done by or on behalf of, or materials furnished to or for Licensee, it will immediately give Licensor notice of such filing. Licensor shall have the right to post notices of non-responsibility or similar notices on each Facility in order to protect each Facility against any such liens.

(h) If any part of Licensee's fiber, Interconnect Facilities or Equipment is not placed and maintained in accordance with the terms and conditions of this License and Licensee fails to correct the violation within fifteen (15) Business Days from receipt of written notice thereof from Licensor, then Licensor may, at its option, without further notice to Licensor, correct the deficiency at Licensee's expense without liability for damages. As soon as practicable thereafter, Licensor shall advise Licensee in writing of the work performed or the action taken. Licensee shall reimburse Licensor for all expenses reasonably incurred by Licensor associated with any work or action performed by Licensor pursuant hereto plus an administrative fee of twenty percent (20%). Licensee shall remit payment to Licensor within thirty (30) days from its receipt of Licensor's invoice therefore.

(i) On not less than sixty (60) calendar days' prior notice to Licensee, Licensor may request Licensee to relocate its equipment on or within each Facility or the Equipment Space. Following receipt of such notice, Licensee shall relocate Licensee's equipment to the new location on or within each Facility or Equipment Space, as provided by Licensor. Licensor shall reimburse Licensee for all reasonable out-of-pocket costs incurred by Licensee in relocating its equipment pursuant to Licensor's request.

#### **9. SERVICES PROVIDED BY LICENSOR:**

(a) Licensor shall make available the following services for Licensee's use of the Equipment Space:

- (i) Conditioned Equipment Space, maintaining proper levels of temperature and humidity consistent with industry standards for similar conditioned facilities,
- (ii) AC power as more fully described in the applicable Service Order,
- (iii) DC power as more fully described in the applicable Service Order,
- (iv) Fire suppression system, either sprinkler system or other system that conforms to local, state, and federal laws and regulations,
- (v) UPS or battery backup, as applicable,
- (vi) Grounding,
- (vii) Back-up generator power sufficient to power Licensee's Equipment in the event of an interruption in power. Licensor shall have no liability for any such interruption or for any failure of such back-up generator power other than as set forth in the Service Level Objective in Section 9(d) below.

(b) Installation of Licensee's Equipment shall be performed in accordance with Licensor's installation policies and specifications. As applicable, Licensee shall supply the racks, cabinets (if applicable), fiber, cable and the equipment that will be installed on the shelves. For coax cable terminations, and as applicable, all connectors between Licensee and Licensor shall be compatible with BNC connectors. For fiber terminations, and as applicable, all connectors between Licensee and Licensor shall be standard SC connectors. All Licensee work shall be under the direction and instruction of Licensee's personnel. Only Licensor may physically perform any interconnection to Licensee's Equipment.

(c) Licensee shall pay to Licensor the costs of labor and materials and other costs incurred by Licensor to make the services available to Licensee hereunder, as more fully described in the applicable Service Order.

(d) Licensor will use commercially reasonable efforts to meet the following Service Level Objective:

Power. 100% uptime for power specified on service order (as amended, if applicable). In the event this Service Level Objective is not met and both power and back-up power are out at a Facility for one (1) hour or more in any calendar day (“Service Outage”), then (unless such outage is caused by: (i) an act or omission of Licensee or its employee, contractor, affiliate or agent; (ii) a Force Majeure Event; or (iii) the failure of facilities or equipment not owned or operated by Licensor) Licensee shall be entitled, if requested in writing within thirty (30) days of the applicable outage, to Performance Liquidated Damages of 1/30 of the monthly Site License Fee for such Facility for each separate calendar day in which such outage occurs; provided that the aggregate Service Level Credits in any calendar month shall not exceed 100% of the Site License Fee for such month. In the event that three (3) or more such calendar days occur at the same Facility in any one calendar month, Licensee may upon thirty (30) days written notice to Licensor terminate all Service Orders for Colocation Services applicable to such Facility, provided that such written notice is received no later than the last day of the calendar month following the calendar month in which the three (3) applicable calendar days occurred. **THE PARTIES ACKNOWLEDGE THAT THE REMEDIES IN THIS SECTION 9(d) SHALL CONSTITUTE LICENSOR’S PERFORMANCE LIQUIDATED DAMAGES FOR THE SERVICES OFFERED UNDER THIS SUPPLEMENT AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE AND THE SOLE AND EXCLUSIVE LIABILITY OF LICENSOR TO LICENSEE FOR THE FAILURE TO PROVIDE SERVICES OR OTHERWISE PERFORM ITS OBLIGATIONS AS RELATED TO THE SERVICES UNDER THIS SUPPLEMENT.**

(e) Power is sold by Licensor in breakered amounts (e.g. 20 amp breaker). Licensor will offer the power circuit as a single feed (A side power only) or as a single feed with a diverse backup power circuit path (A and B side power, or otherwise referred to as “A&B power”). With the A&B power option, the B side of the circuit will support the same level of power as the A side circuit, however, the B path will be diverse to the A side circuit up to a certain point, such as the breaker, PDU, UPS or other point (the “A&B Merging Point”). The A&B Merging Point will be determined by Licensor in its sole discretion taking into account the facility involved, unless Licensor and Licensee specifically agree in writing on the relevant Service Order otherwise. If Licensee has any questions as to what level of diversity is offered by the B side circuit based on the facility being used, Licensor will provide a written circuit design upon Licensee’s request.

Buying power in an A&B power configuration does not increase the amount of power that the Licensee is authorized to use. For example, if Licensor buys a 20 amp circuit with A side power, it may not exceed 20 amps of usage. If Licensor buys a 20 amp circuit with A&B power configuration, it still may not exceed a total of 20 amps of usage over both circuits in the aggregate. Based on the open design of the A&B circuit feeds, power will flow over both circuits. Still, the aggregate usage of the A&B circuit feeds may not exceed the total amps purchased. Licensee understands that if its aggregate usage of the A&B circuit feeds exceeds the total amps purchased, it will be breaching this agreement and it may endanger the power system since any loss of the A or B side at that point would cause both sides to trip their breakers. Licensor shall have no responsibility to Licensee if Licensee exceeds its authorized power level usage on either an A feed or A&B feed power circuit.

For any level of power circuit purchased (e.g. 20 amp or 30 amp), Licensee understands and agrees that because the circuit is breakered at that amperage, that any usage above 80% of that amperage (the “Power Draw Limit”) may cause the breaker to trip, thereby causing a power loss. Licensee agrees that the term “Outage” for purposes of power loss shall not include any loss of power which occurs while or because Licensee used power in excess of the Power Draw Limit.

For the first known occurrence of Licensee’s power usage exceeding the Power Draw Limit, Licensor may provide notice to Licensee (including, without limitation via email) to decrease the power draw within seventy two (72) hours. In such event, Licensee shall decrease its power usage to below the Power Draw Limit within such seventy two (72) hour period.

For the second known occurrence of Licensee’s power usage exceeding the Power Draw Limit (or if Licensee fails to remedy the power overage after the first notice), Licensor may provide notice to decrease the power draw within seventy two (72) hours and may also invoice Licensee for and Licensee will pay a charge of fifty percent (50%) of its then current monthly Recurring Charge on each power circuit that is over the Power Draw Limit. The failure to decrease power usage on each feed to below the Power Draw Limit within such seventy two (72) hours shall constitute an Event of Default.

For the third known occurrence of Licensee’s power usage exceeding the Power Draw Limit (or if Licensee has not remedied the first or second known occurrence), Licensor in its sole discretion may (i) provide notice to decrease the power draw and may also invoice Licensee for and Licensee will pay a charge of fifty percent (50%) of its then current monthly Recurring Charge on each power circuit that is over the Power Draw Limit;

and/or (ii) if additional power is available, upgrade Licensee's power to the next higher amp circuit at Licensor's then current rates. The third known occurrence of Licensee's power usage exceeding the Power Draw Limit (or if Licensee has not remedied the first or second known occurrence) shall constitute an Event of Default.

**(f) LICENSOR SHALL HAVE NO DUTY TO MONITOR, MAINTAIN, OR CARE FOR THE EQUIPMENT INSTALLED BY OR FOR LICENSEE UNLESS BY FURTHER SEPARATE WRITTEN AGREEMENT.**

10. **RULES AND REGULATIONS:** In addition to the requirements stated in the Agreement and this Supplement, Licensee and its employees, agents, contractors, and invitees, at Licensee's sole cost and expense, shall abide by and observe all:

(a) Policies of the Licensor as set forth in the Security Policy, together with any and all rules and regulations as may be promulgated by Licensor for the maintenance and use of each Facility. Licensor may periodically amend or supplement its Security Policy and any other rules and regulations at its sole discretion.

(b) Rules and regulations as may be promulgated by the Master Lease and Master Landlord and the holder of any superior right that pertains to the use of each Facility, the building, or the property.

11. **INSPECTIONS:** Licensor reserves to itself and the Master Landlord the right to make periodic inspections of any part of Licensee equipment located within or physically attached to each Facility. Licensor shall give Licensee reasonable advance notice of such inspections, except in those instances where Licensor determines in its sole discretion that safety or operational considerations justify the need for such an inspection without the delay of providing notice. The making of periodic inspections or the failure to do so shall not operate to impose upon Licensor any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligation, or liability in accordance with this License.

12. **TERMINATION:** In the event of any damage, destruction or condemnation of, or exercise of an eminent domain power over, a Facility that renders the Facility or a significant portion of such Facility unusable, inoperable or otherwise unavailable for the use set forth herein, Licensor shall have the right to terminate any or all of Licensor's Services provided in or around such Facility and all of its related duties and obligations by giving notice to Licensee within ninety (90) days after Licensor determines that such damage, destruction, condemnation or exercise of eminent domain power has such effect on such Facility or portion thereof.

13. **SURRENDER OF THE EQUIPMENT SPACE:** Within ten (10) days of expiration or earlier termination of a Service under this Supplement, Licensee shall remove its Equipment from each Facility at Licensee's sole expense. If Licensee fails to remove its Equipment and other personal property from each Facility within ten (10) days after the date of expiration or other termination, Licensor may, without notice or demand and in addition to any other right or remedy available at law or equity, enter into the Equipment Space and take possession thereof, without being guilty of trespass. Licensor may use all force necessary to effect such entry, to remove Licensee, to remove any person, or to remove any or all of Licensee's Equipment or property from each Facility and store the same, all at Licensee's expense. Any Equipment or property removed may be stored in any public warehouse or elsewhere at the costs of and for the account of Licensee, and Licensor shall not be responsible for the care or safekeeping thereof. Licensee expressly waives any and all claims for loss, destruction, damage, or injury, which may be occasioned by any of the aforesaid acts. Any Equipment so removed will be returned to Licensee upon payment in full of all storage costs, past due license fees and charges. If within ten (10) days following such Equipment removal, Licensee has not requested the return of its Equipment and paid any sums owed, then Licensor may exercise all rights of ownership over such Equipment including the right to sell same and retain possession of any sale proceeds. Licensor's exercise of any remedies provided for in this section shall be without prejudice to any other remedies Licensor may have provided for herein or by law.

In addition, upon expiration or other termination of a Service for any reason, Licensee shall, at its sole cost and expense, remove all alterations, additions and improvements made or installed by Licensee and restore the Equipment Space and Facility to the same or as good condition as existed as when Licensee first installed Equipment, reasonable wear and tear excepted, unless such requirement is expressly waived in writing by Licensor.

The provision of this Section shall survive the expiration or earlier termination hereof.

14. **EVENTS OF DEFAULT:**

(a) In addition to the provisions of the Agreement, the occurrence of any one or more of the following events shall also constitute an Event of Default under the Agreement:

- (i) Any activity by Licensee in violation of Section 8(a).
- (ii) Licensee's vacation or abandonment of each Facility and/or Equipment Space, if the vacation or abandonment continues for a period of more than thirty (30) consecutive days after written notice has been sent to Licensee by Licensor.
- (iii) Interference by Licensee with Licensor or any other user of each Facility that continues for twenty-four (24) hours following notice from Licensor.
- (iv) Licensee's use of the Equipment Space for a purpose not authorized by this Supplement described in this License.
- (v) Licensee's material breach of its Facility access, right of entry, duty not to trespass or other security obligations under this License that Licensor deems in its reasonable discretion to interfere with or put at risk the services or equipment of itself or its third party customers.
- (vi) Licensee's transfer or assignment of its interest (or any portion thereof) in this License, except as specifically permitted by the terms of the Agreement.

Upon the occurrence of any Event of Default, Licensor may, without notice or demand and in addition to any other right or remedy available at law or equity or under the Agreement, terminate this License, disallow access to the Facility, enter into the Equipment Space and take possession thereof and/or decommission Licensee's Equipment, without being guilty of trespass or liable to Licensee for any damages.

15. **INDEMNIFICATION:**

In addition to Licensee's indemnity obligations set forth in the Agreement, Licensee agrees to indemnify, hold harmless and defend Licensor, its employees, contractors, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred in connection with or arising from:

- (a) The use or occupancy of each Facility by Licensee or any person claiming under Licensee;
- (b) Any activity, work, or thing done or permitted by Licensee in or about each Facility;
- (c) Any acts, omissions, negligence or willful misconduct of Licensee or any person claiming under Licensee, or the employees, agents, contractors, invitees, licensees or visitors of Licensee;
- (d) Any breach, violation, or nonperformance by Licensee or any person claiming under Licensee or the employees, agents, contractors, invitees, licensees or visitors of Licensee of any term, covenant, or provision of this License, or any law, statute, ordinance or governmental requirement of any kind; or
- (e) Any injury or damage to the person, property, or business of Licensee, its employees, agents, contractors, invitees, visitors, or any other person entering each Facility under the express or implied invitation of Licensee.

If any action or proceeding is brought against Licensor, its employees, owners, contractors or agents by reason of any such claim, Licensee shall, on notice from Licensor, defend the claim at Licensee's expense with counsel reasonably satisfactory to Licensor. The obligations of this section shall survive the expiration or other termination of this License.

16. **INSURANCE:** In addition to the insurance requirements of the Agreement, Licensee shall, at Licensee's sole cost and expense, keep in full force and effect standard form, extended coverage ("all-risk") property insurance insuring against the perils of fire, vandalism and malicious mischief, and sprinkler leakage. This insurance policy shall be on all property owned by Licensee, for which Licensee is legally liable or that was installed at Licensee's expense, and which is located at each Facility, in an amount not less than its full replacement cost. If there is a dispute about the amount that comprises full replacement cost, the decision of Licensor shall be conclusive. Each liability insurance policy shall list as additional insureds Licensor and the Master Landlord, and their officers, directors and employees.

17. **HAZARDOUS MATERIALS:** Licensee will not store, use, generate, or dispose of any “hazardous materials” (as defined below) in, on, or about each Facility, the building, or the property nor will Licensee permit its agents, employees, or contractors to do so. No semiconductors or other electronic equipment containing hazardous materials will either be used or stored by Licensee in or about any Facility, the building, or the property, and no such materials will be used in any of the Equipment installed by Licensee in any Facility. Notwithstanding the foregoing, subject to the Licensor’s prior written approval, Licensee may use sealed batteries, which may contain environmentally sensitive materials, as a back-up power supply for certain items of its Equipment. Such batteries will be installed, maintained, and removed by Licensee in accordance with all applicable laws and the Licensor’s reasonable requirements and such batteries (including any leakage therefrom, which Licensee will in any event immediately remediate) will be the sole responsibility of Licensee. If Licensee breaches the obligations stated in the preceding sentences of this section, or if the presence of materials in each Facility, building or property caused or permitted by Licensee (including for avoidance of doubt materials leaking from any sealed battery) during the term of this Agreement results in contamination of each Facility, building, or property, and such materials are deemed, as a matter of law, to be hazardous materials at the time of installation or introduction thereof, then Licensee shall indemnify, defend and hold Licensor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the property or the building, damages for the loss of restriction on use of rentable or usable space or of any amenity of the property or the building, damages arising from any adverse impact on marketing of space in the building or property, and sums paid in settlement of claims, actual attorneys’ fees, consultant fees and expert fees) which arise during or after the term as a result of such contamination.

For the purposes of this Agreement, “hazardous materials” shall mean any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as “hazardous substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C § 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 31801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987; or any other federal, state, or local statute, law ordinance, code rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials waste, or substances nor or at any time hereafter in effect.

If Licensee encounters asbestos containing materials or any other environmentally hazardous materials, Licensee shall immediately give Licensor notice and shall not proceed with any work in the area containing such materials without approval by Licensor of Licensee’s procedures for performing work in such area and written authorization from Licensor to proceed with such work. Licensee shall handle any such materials that it disturbs in the building according to applicable environmental and safety laws.

18. **MISCELLANEOUS PROVISIONS:** (a) Sublicensing. Licensee shall not permit any other person to occupy or use any Facility or any portion thereof, without first obtaining Licensor’s prior written consent. Licensee shall not sublet, sublicense or otherwise provide access to or use of Licensor’s Facilities without prior written consent of Licensor. (b) Subordination. Licensee’s rights under the License shall be totally subordinate to any bona fide mortgages, loans, deeds of trust, or any other encumbrance upon the real or personal property of Licensor or the Master Landlord, as applicable. Licensee shall sign any such reasonable documents as are necessary to satisfy any lender, private or institutional, to reflect said subordination. Licensee will not record this Supplement, any part of the Agreement, or the terms thereof. (c) Amendment and Modification. Licensee expressly agrees to execute any amendment to this License which may be required by the Master Landlord or other holder of the Master Lease or other superior interest in each Facility, which does not materially and adversely affect Licensee’s rights under this License, within fifteen (15) days of a written request by Licensor or the Licensee will be in non-monetary default under the Agreement.