



Data Center Joint House Rules Policy

Purpose:

This document outlines the policy and method for disseminating and tracking the House Rules of Uniti Fiber LLC Data Centers “Data Center” to building visitors and occupants.

Background:

The Data Center is owned by Uniti Fiber LLC a Delaware Limited Liability Company, the “Lessor”. Data Center occupants will be known as “Lessees.” Lessor and Lessee have agreed to jointly conduct operational governance of the “Data Center.”

The Data Center has two (2) main entry point types – Lessor staff and Lessees. All entrances of the Building are controlled by Lessor, including the office space and common areas. Lessor will control access to the Data Center. Lessor will have access to all doors in the Data Center with Lessee access restricted to customer areas. In the event of an emergency, closest egress may be utilized by all personnel in the facility.

In general, Lessor has primary security, operational and maintenance responsibility for Data Center, common or shared areas and systems dedicated to the Data Center. Additionally, Lessor may provide operational and maintenance support for certain Lessee areas and systems (“Premises”).

Policy:

All persons entering the Building’s secure area, the Data Center, will be given a copy of Data Center Orientation, outlining basic rules and information applicable to all building occupants. Drivers delivering or removing materials or waste in shell areas are not subject to this requirement.

Most people entering the Data Center are transiting to a Lessee’s Premises, and when conducting work in a Lessee’s Premises, all persons must understand and comply with that Lessee’s specific rules. Lessees are free to adopt, change, disseminate and track issuance of their rules, under the umbrella of the Lessor’s Joint House Rules Policy. The specifics of those items are outside the scope of this document.

While conducting work in common areas, all persons must understand and comply with Critical Environment Work Rules listed in Data Center Critical Environment Work Rules.

All persons whose duties include accessing the roof must understand and comply with Data Center Roof Rules – Brewton Data Center only.

All persons whose duties include utilizing the building’s loading dock must understand and comply with Data Center Loading Dock Rules – Brewton Data Center only.

All persons subject to Critical Environment Work Rules, Roof Rules, or Loading Dock Rules will receive Acknowledgement Sheet which they must sign and return to Uniti Fiber . Updated

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acknowledgment sheets are required for annual badge renewals. Persons subject to Lessee Work Rules will sign acknowledgments as required by Lessee's policies.

General Rules:

The following colocation facility specifications, rules and regulations ("Colocation Rules") set forth the general rules governing Lessees and their authorized agents' activities within the Data Center. Failure to follow any of these Colocation Rules shall constitute a material breach of the colocation agreement and failure to cure such breach after any required notice and expiration of any applicable cure period shall entitle Uniti Fiber to (i) take remedial actions outlined in these Colocation Rules, (ii) upon not less than ten (10) business days prior written notice, restrict Lessee's access to the Building and/or Premises, and/or (iii) pursue any other rights and remedies as are provided in the colocation agreement, at law or in equity.

1.0 Minimum Standards – Codes, Standards and References

All Lessee's cabling and equipment installations and other work performed shall conform to the industry standards, codes and references set forth in sections 2 & 3 below ("Codes and Standards"). Compliance with these Codes and Standards is intended to ensure the integrity of the Data Center as well as the equipment and networks of all Lessees within the Data Center. Each Lessee is responsible for ensuring that all of its employees, agents, representatives, contractors and subcontractors adhere to these Codes and Standards when performing any approved work in the Building and/or Premises.

2.0 Equipment

2.1 Each Lessee shall ensure that its Equipment and surrounding areas do not pose safety hazards to person or property including, without limitation, exposed AC or DC electrical hazards, trip and slip hazards, hazardous material storage deficiencies, improperly secured or overloaded equipment racks or ladders and inadequate ingress and egress. Each Lessee shall comply with all Occupational Health and Safety Administration ("OSHA") and applicable local codes.

2.2 All Lessee Equipment and items of any kind associated with a Lessee's rack or cabinet shall not protrude beyond the rack space or from within the cabinet and shall in no event extend into, encroach upon, or otherwise interfere with, the rack space, cabinet space or designated area of any other Lessee.

2.3 Lessee will notify Uniti Fiber of any Lessee Equipment additions or deletions. Lessee Equipment installations and removals will be coordinated with Uniti Fiber in accordance with the applicable provisions of the colocation agreement and these Colocation Rules.

3.0 Space Specifications – Lessee Designated Area and Premises

3.1 Lessee will not jeopardize services or damage the property of other Lessees, Uniti Fiber, the Data Center, or the property surrounding the Data Center.

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3.2 Lessee will take reasonable and customary precautions to protect the Data Center and nearby equipment belonging to other Lessees including, by way of example and not limitation, protecting floors, walls and telecommunications equipment while moving Lessee Equipment, and notifying Uniti Fiber prior to any major rearrangements of Lessee Equipment, all of which activities shall comply with the applicable provisions of the Agreement and these Colocation Rules.

3.3 Lessee will follow good cleanliness practices. All trash must be disposed of daily by Lessee in the provided dumpster in the rear of the building. Any trash or empty boxes not disposed of by Lessee will be subject to removal by Uniti Fiber at the cost and expense of Lessee. No smoking, food or beverages of any kind shall be allowed in or around the Data Center.

3.4 Nothing may be stored outside of the assigned Lessee rack or cabinet space. A minimum of 2.5 feet of aisle space must be maintained in front of and behind all Lessee Equipment.

3.5 All Lessee Equipment must be installed within the assigned rack or cabinet and may not utilize any adjacent floor space.

3.6 No Combustible or hazardous material may be stored in the Data Center or elsewhere on the property.

3.7 All cabling will be terminated in the designated Uniti Fiber termination cabinets. Lessee and Lessee's authorized agents are **strictly prohibited** from accessing or connecting/disconnecting any apparatus to or from the Uniti Fiber termination cabinets or any other rack or cabinet within the Data Center. Uniti Fiber personnel will provision and maintain all cross-connects within the Data Center other than cross-connects contained within a single rack or cabinet assigned to Lessee.

3.8 Lessee will follow normal telecommunications industry standards with regards to equipment installation and removal in a colocation environment. Uniti Fiber standards are to be followed for connection of cables that interface or cross-connect with Uniti Fiber or any other carrier equipment or panels within the Data Center. All installations are subject to approval by Uniti Fiber and to the terms and conditions of the Agreement.

3.9 Permanent or extended use of extension cords is strictly prohibited.

3.10 Lessee will not interfere with Uniti Fiber's or any other Lessee's ability to conduct business in any manner.

3.11 Lessee shall comply with all applicable federal, state and local laws, and will all local requirements for union labor.

3.12 Lessee will follow Uniti Fiber colocation access procedures at all times. Subject to the terms of the Agreement including, without limitation, the applicable Service Order, Lessee shall have access to the Lessee Equipment, racks and cabinets on a 24/7 basis. The first visit by Lessee to the Data Center will require an orientation by Uniti Fiber personnel to familiarize Lessee with the access controls, security monitoring and general operation of the facility.

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3.13 The Data Center is monitored by video surveillance equipment both inside and outside. Lessee is hereby informed that any and all activities at the Data Center may be monitored and may be recorded for security purposes. All Lessee entries and exits from the Data Center may be monitored and recorded by the Uniti Fiber NOC.

3.14 If Uniti Fiber notifies Lessee in writing of a violation of these Colocation Rules, or any other unsafe or unacceptable situation or practice, Lessee must promptly correct the problem. If the violation cannot be corrected immediately, Lessee shall provide a written plan for correction, together with a proposed completion date, which plan for correction and proposed completion date are subject to Uniti Fiber's review and approval, and may be rejected for any or no reason. If the violation is not resolved within a time frame acceptable to Uniti Fiber, then Uniti Fiber will have the option of either (i) correcting the problem at Lessee's expense, or (ii) taking such other action as provided for in the Agreement, including, without limitation, suspension of Service or termination. Without limiting the foregoing, if Uniti Fiber, in its sole discretion, determines that any action or inaction on the part of Lessee, whether or not such action or inaction constitutes a violation of these Colocation Rules, has jeopardized or may jeopardize the services or damage the property of other Lessees, Uniti Fiber, the Data Center, or the property surrounding the Data Center, Uniti Fiber may take any and all action it deems necessary or appropriate in order to protect such services or property, including, without limitation, immediately suspending any Service provided to Lessee or denying Lessee access to the Data Center, without any liability to Lessee therefor.

4.0 Corrective Action – Procedures

In circumstances in which Uniti Fiber, in its sole discretion, deems it necessary or advisable to take corrective actions, then, consistent with Telcordia procedures regarding corrective actions, the following procedures shall apply:

Immediate Action – problems that usually consist of safety issues or may impact service require the following:

- Direct personal interface
- “Real Time” action management
- Expedited handling

Scheduled Action – (*i.e.*, problems to be rectified at an agreed upon date) require the following:

- Prioritized corrective action
- Agreed upon due date
- Escalation if necessary
- Penalty for non-compliance

Extreme safety violations (or violations that interfere with other Lessees' equipment and systems) are subject to immediate correction by Uniti Fiber without prior notice to Lessee and may involve suspension of Service or denial of access to the Data Center. Corrections made by Uniti Fiber in accordance with this document are made at Lessee's expense, will be billed to Lessee on a time and materials basis, and payment is due not later than ten (10) days after the date of invoice.



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I have thoroughly read and understand the Joint House Rules Policy and the General Rules contained therein. I agree to be bound thereby and understand that any violation thereof may result in immediate removal from the Data Center, without recourse.

(Print name of Lessee entity)

By: _____
(signature)

(print name)

Its: _____
(print office held within Lessee company)

Date: _____