



MASTER SERVICE AGREEMENT DATA CENTER POLICIES & PROCEDURES

Access to CyberOne Data facilities may be used only for the purpose intended and in accordance with specific instructions. CyberOne Data's Colocation Customer ("Customer") and its representatives agree to observe and follow all of the current Building Rules and Regulations or other rules, policies and procedures for each CyberOne Data facility where Customer obtains services. Customer will comply with the security access procedures for the specific CyberOne Data facility. CyberOne Data has in effect the following Data Center Policies and Procedures for when accessing the CyberOne Data facility. These Policies and Procedures are subject to change as determined necessary by CyberOne Data.

1. Authorized Persons: Only authorized Customer employees, agents, and subcontractors who have approved access and are wearing identification badges, may be on CyberOne Data property. Anyone wishing to enter the data center must be on the access list. If the primary contact visits the data center and brings a guest, the guest must be added to the Authorized Contacts at the time of entry. A member of the CyberOne Data staff can add the visitor or the primary contact can add the visitor. It is the responsibility of the primary contact to manage the Authorized Contacts list and remove the newly added person if the primary contact sees fit. If a contact that is NOT the primary contact brings a guest, the guest will not be allowed access to the data center. The guest can be added to the Authorized Contacts list only by the primary contact to allow entry. If a 3rd party tech is being given access to the data center, there MUST be written authorization for the tech to enter the data center by the primary contact.

2. Customer Access: Customer will have access 24 hours per day, 7 days per week for routine maintenance, installation, and deinstallation of Customer's equipment, (provided Customer's account is in good standing). Anyone entering the Data Center is required to provide current, Government issued photo identification. Customer's employees, agents, or subcontractors on the allowable access list will be allowed to access only the customer's equipment area. At no time is any person under the age of 18 allowed in any CyberOne Data facility. Any person found to be under the age of 18 will be excused from the property immediately. Customer will not harm, damage or otherwise interfere with CyberOne Data's or other customers' equipment at any time. Shoes must be worn at all times while in the Data Center.

3. Contractors and Visitors: For Customer, contractors and visitors not listed on the account, access requires a minimum of 24 hours prior written notice authorizing the visitor(s) access. The Customer must call in a request to the CyberOne Data Service Center at (715-887-3680) and have a service ticket confirming the appointment. If escorted service is required, Customer will be charged the normal technician service fee at the current CyberOne Data rate.

4. Unauthorized Access: Only in an emergency will CyberOne Data allow verbal authorization for access, which must be received from the primary contact on the Customer's account. The authorized person will only be granted access with approved government issued photo identification. Customer will be charged the current technician service fee for escorting the Customer and/or their representatives.



5. Use of Colocation Facilities and Acceptable Conduct: Customer and its representatives agree to adhere to and abide by all security and safety measures in the CyberOne Data facility. Customer agrees to adhere to all federal, state and municipal laws, orders, rules and regulations. Customer agrees to follow all applicable standards; including electrical, mechanical, and safety guidelines. Equipment must be operated within the National Electrical Code (NEC) rules, and local codes as they apply. Customer agrees to keep all equipment at the colocation space in good order, repair and condition; and to promptly and completely repair all damage to the colocation facilities caused by Customer at Customer's expense. Customer acknowledges that CyberOne Data exercises no control whatsoever over the content of the information passing through the customers' equipment. For Internet access, Customer and its end-users are subject to the CyberOne Data Acceptable Use Policy located at www.cyberonedata.com/terms-of-service.

6. Customer and its authorized representatives will NOT:

- a. Breach or attempt to breach, the security at the CyberOne Data facility.
- b. Misuse, abuse or otherwise interfere with any property or equipment belonging to CyberOne Data, their customers, or any other third party.
- c. Disrupt, adversely affect or interfere with other providers of services in the Building or with any occupants' use and enjoyment of the colocation space or the common areas of the Building.
- d. Harass any individual, including CyberOne Data representatives and other CyberOne Data customers.
- e. Engage in any activity that is in violation of the laws or aids or assists any criminal activity while on CyberOne Data property or in connection with the Services.
- f. Take photographs or create videos of any part of the interior or exterior of the CyberOne Data facility.
- g. Bring in food or beverages, tobacco products, alcohol, illegal drugs or intoxicants of any kind or be under the influence of alcohol, illegal drugs or intoxicants of any kind at any time.
- h. Smoke and/or vape inside the CyberOne Data Data Center, nor within 100 feet of all entrances, and will dispose of waste properly.
- i. Leave any debris and refuse in or about any CyberOne Data facility.
- j. Leave packing and installation material in or about any CyberOne Data facility. Labor charges may be applied in the event CyberOne Data has to remove Customer materials and/or debris.
- k. Leave any flammable materials in cages and cabinets, including cardboard boxes.
- l. Permit any explosive, flammable or combustible material or any hazardous or toxic materials to be located in or about any CyberOne Data facility.



- m. Bring firearms and other weapons into the CyberOne Data facility.
- n. Permit any electro-magnetic devices which could reasonably interfere with computer and telecommunications equipment.
- o. Have audible alarms generated by equipment in Customer space. Labor time spent by CyberOne Data to resolve audible alarms will be charged to customer.
- p. Remove or leave open cabinet doors for ventilation or any other purpose. If additional ventilation is required, customer must contact the local CyberOne Data site manager and obtain approval in writing before any changes are made.
- q. Prop open exterior and interior doors at any time. The temperature in CyberOne Data Colocation Center is automatically set and controlled.
- r. For customers with multiple spaces, Customer will not perform any inter-space wiring/cabling without CyberOne Data written permission.
- s. Make modifications to the colocation space, unless expressly authorized by CyberOne Data in writing.
- t. Store Customer equipment, materials, or tools at CyberOne Data facilities outside of the Customer space, unless the customer has a pre-arranged written storage agreement with CyberOne Data.

CyberOne Data, at its sole discretion, is authorized to remove and/or bar re-entry from the colocation space, facility or building, any employee, agent, contractor, licensee or invitee of the Customer which CyberOne Data staff deems to present a threat of injury, harm or disruption to persons, equipment or property at the data center.

7. Equipment Policies: All equipment will be owned by or be leased by Customer, and will be located in the Building at the sole risk of Customer. CyberOne Data will not be liable for damage, theft, misappropriation or loss, except in the event of gross negligence or willful misconduct on the part of CyberOne Data.

- a. Each piece of equipment installed in any CyberOne Data facility must be clearly labeled with Customer's name (or an identifying code provided in writing to CyberOne Data) and phone number for the emergency contact person. Each connection to and from Customer equipment must be labeled with Customer's name (or the Customer's identifying code) and the starting and end point of the connection.
- b. Customer is responsible for all Customer equipment. Customer equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements. Customer may not place any hardware or other equipment in the CyberOne Data facility that has not been identified in writing to CyberOne Data.



c. The equipment will be designed and constructed so as to prevent electromagnetic and radio frequency signal leakage. If the equipment fails to prevent such leakage, CyberOne Data may terminate the colocation services agreement, subject to the conditions herein.

d. CyberOne Data approved power and grounding procedures must be followed. CyberOne Data will inspect and approve power and grounding before power is provided to the equipment. Customer equipment must be UL-certified.

e. Customer will, at its sole expense, maintain and repair Customer equipment to avoid hazard or damage to the CyberOne Data facilities or injury to CyberOne Data employees, agents, suppliers or the public. Any necessary additional protective devices will be provided by Customer, at Customer's sole expense. CyberOne Data will have no responsibility for maintenance or repair of the Customer equipment.

f. In an emergency or other situation threatening harm to CyberOne Data employees, agents, subcontractors, or property, CyberOne Data reserves the right to open, inspect, disconnect, and recover Customer equipment that is overheating, smoking, etc.

g. UNDER NO CIRCUMSTANCES WILL CYBERONE DATA BE LIABLE TO CUSTOMER FOR ANY DAMAGES, DIRECT OR INDIRECT, TO CUSTOMER EQUIPMENT ARISING OUT OF CUSTOMER'S USE OF THE BUILDING OR THE SERVICES PROVIDED HEREUNDER.

h. At the expiration or earlier termination of the colocation services agreement, Customer will remove Customer equipment and personal property from the Building in a neat and orderly manner, and repair all damage caused by such removal, excluding normal wear and tear, at Customer's sole expense. Any property not removed within thirty (30) days after the expiration or termination of the colocation services agreement will be deemed abandoned and become the property of CyberOne Data. Customer will be liable for all costs incurred by CyberOne Data as a direct result of removing the equipment and repairing the Building to its original state prior to Customer's tenancy.

i. Protection of CyberOne Data's investment in equipment, tools, supplies, materials, and vehicles against loss, theft, damage, vandalism, or unauthorized disposal is vitally important. Tools, supplies, materials, telephones and other equipment and facilities are purchased with CyberOne Data funds for CyberOne Data use. They belong to CyberOne Data, and are not to be used or be removed by Customer without express written permission by the local CyberOne Data site manager.

8. Installation Procedures and Policies:

a. Customer is to provide notice to CyberOne Data regarding the installation of Customer equipment. Customer will coordinate with CyberOne Data regarding delivery, timing, and location of said equipment. Customer is responsible for installation and removal of its own equipment in the space Customer has leased. Customer acknowledges and agrees that CyberOne Data is not responsible for any damage of any kind to the Customer equipment and hereby releases and indemnifies CyberOne Data,



their respective representatives, successors, permitted assigns, heirs and estates, for any and all such claims, damages and liabilities.

b. Prior to the commencement of any custom installation work within the Customer colocation space, Customer will, at its cost and expense,

- prepare and deliver to CyberOne Data working drawings, plans and specifications (the "Plans") detailing the technical characteristics, location, and size of the equipment; and
- specifically describe the proposed installation and related work; and
- detail the schedule for all installation activities; and
- attain approval for all plans from CyberOne Data in writing; and
- perform installation and related work in a professional and safe manner consistent with the equipment manufacturer's specifications and other reasonable requirements established by CyberOne Data; and
- perform construction and work so as to minimize interference with the operation of the Building and the occupants' activities and businesses; and
- perform heavy construction or installation activities which would reasonably be considered as disruptive or noisy before 8:00 a.m. and/or after 5:00 p.m.; and
- obtain necessary federal, state and municipal permits, licenses and approvals, prior to the commencement of any installation and related work; and
- conduct its installation activities using trained technicians; and
- be responsible for safety conditions in the areas of work performance at all times; and
- keep the installation areas safe and orderly at all times; and
- upon completion of installation, leave the Building clean and free from all materials, tools, and equipment not required after installation and from all refuse and debris which results from installation.

c. CyberOne Data reserves the right to order Customer to prevent or stop installation activities, without liability to CyberOne Data, if such activities, within the sole judgment of CyberOne Data, are deemed to interfere, or are interfering with the operation of the Building or the occupants' activities.

9. Facility Modifications: Customer may not make any construction changes or material alterations to the interior or exterior portions of any CyberOne Data facility, including any cabling or power supplies for its equipment. CyberOne Data may perform and manage construction or material alterations within the CyberOne Data facility upon requests by Customer at rates to be negotiated between CyberOne Data and Customer. Customer will pay or cause to be paid, all costs and charges for work done by CyberOne Data on or about the CyberOne Data facility and for all materials furnished for such work. Customer will indemnify CyberOne Data against and hold CyberOne Data, their respective representatives, successors, permitted assigns, heirs and estates harmless against all liabilities, liens, claims and demands on account of such work done by or on the behalf of Customer.

10. Relocation: CyberOne Data reserves the right to relocate or require the relocation of Customer equipment, if such relocation is necessary based on CyberOne Data's reasonable judgment. In such event, CyberOne Data will provide Customer with reasonable advance notice of the need to relocate Customer's equipment. Customer will be responsible for all costs of relocating the equipment to the new space.



11. Termination or Suspension of Colocation Services Agreement: CyberOne Data reserves the right, at all times, to suspend the colocation services agreement and suspend access to the CyberOne Data facility and any and all CyberOne Data services, including electrical power. Furthermore, CyberOne Data reserves the right, at all times, to remove, change, or otherwise terminate the operation of the Customer equipment installed in Customer's space without notice, if CyberOne Data deems, in its sole discretion, that suspension is necessary either (i) to protect the public or CyberOne Data's employees, agents, subcontractors, facilities or services from damage or injury of any kind, or (ii) because Customer's use of the colocation space violates any law, rule or regulation, or if account balance is past due in accordance with CyberOne Data policies. CyberOne Data may also suspend Customer services with the terms of the colocation services agreement. CyberOne Data will use reasonable best efforts to notify Customer promptly of a suspension, and work in cooperation with Customer to remedy the situation and resume Services.

12. Maintenance Periods: Scheduled maintenance will mean any maintenance at the CyberOne Data facility at which Customer's equipment is located that is performed during the standard maintenance windows. In the event an emergency situation arises, CyberOne Data may be required to perform emergency maintenance, without any liability to CyberOne Data, if deemed necessary based on CyberOne Data's reasonable judgment. Customer equipment may be unable to transmit and receive data and Customer may be unable to access its equipment. Customer agrees to cooperate with CyberOne Data during any scheduled or emergency maintenance period.

13. Support: If Customer requires support from CyberOne Data, Customer may call the CyberOne Data Service Center at (715-887-3680). When Customer calls CyberOne Data for support, Customer should be prepared to provide the following:

- Customer name
- Contact name
- Contact telephone number
- Contact email address
- Account Number
- Passphrase
- Brief description of problem or issue with relevant supporting information. Upon receiving a request for assistance from Customer, CyberOne Data will log Customer's issue in the CyberOne Data tracking system. Customer will be provided the trouble ticket number for future reference. Customer will be provided regular status updates as well as closing/resolution information.

14. Remote Hands Support:

- a. Reporting of space and equipment status. CyberOne Data will report status of LED lights, LCD readouts, state of toggle switches, status of cable connections, and other visual parameters
- b. Rebooting of equipment per Customer instruction
- c. Pressing reset or other button on the front panel or other easily reached location on the equipment per Customer instruction
- d. Reconnecting loose cables per Customer instruction
- e. Resetting or shutting down power to equipment per Customer instruction



- f. Receiving shipment(s) and/or store Customer equipment
- g. CyberOne Data will receive and store equipment prior to installation up to thirty (30) days
- h. Delivery of Customer equipment must take place Monday–Friday between 8 a.m. and 5 p.m. local time, excluding Holidays
- i. Customer will supply a complete inventory of items to be shipped to CyberOne Data to be included in the Ticket
- j. Minimum of two (2) hour service fee at the current hourly rate, plus the current per day storage rate
- k. Customer will make all reasonable efforts to coordinate delivery of equipment to CyberOne Data and the installation of equipment to prevent long-term storage. CyberOne Data reserves the right to return any equipment that has been stored more than sixty (60) days, at Customer's expense

15. Ordering Remote Hands Support: Customer will submit a Service Ticket ("Ticket") via the client portal at <https://whmcs1.cyberonedata.com/submitticket.php>. CyberOne Data will contact the Customer to discuss the activity requested. CyberOne Data will make a reasonable effort to accommodate Customer's request and will either accept the request as submitted, discuss an alternative approach with the Customer, or reject the Customer's request. Based on the parties' discussion, CyberOne Data will identify the date CyberOne Data is available to provide the Service ("Service Date"), and specify a time that the CyberOne Data personnel will be available to perform the requested Service ("Service Time").

a. In the event of changes to the Ticket, CyberOne Data will note any modifications on the Ticket, and return the Ticket to the Customer contact via email. Upon receipt, Customer will accept the revised Ticket by replying with an email acknowledgement.

b. Remote Hands service will be provided on a time and materials basis. The standard rate will apply during normal working hours, defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time. Off-hour rate will apply to evenings, weekends, and holidays.

c. The following days are considered "Holidays": New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Easter Sunday and Christmas Day. CyberOne Data reserves the right to modify this list of Holidays by providing written notice, via email, to Customer. Such a modification will impact charges incurred ten (10) calendar days after receipt of such notice.

d. A Service may require a minimum charge. If actual performance of the Service exceeds the established minimum time, thereafter Customer will be billed at the appropriate hourly rate in increments of 30 minutes. In order to cancel or reschedule Service, Customer must provide notice to CyberOne Data no less than 24 hours prior to the Service Date and Service Time noted in the Ticket. If Customer cancels or reschedules Service with less than 24 hours prior notice, Customer may pay CyberOne Data the greater of (a) Four (4) hours of the current hourly rate for the scheduled time, standard or off-hours, or (b) actual time and materials involved with CyberOne Data's reasonable attempted performance of the Ticket.

e. On the Service Date and at the Service Time, a CyberOne Data representative will call the Customer contact for instructions. If the Customer contact is not available, the CyberOne Data representative will leave a call-back number, and will remain on-call for 60 minutes. If Customer fails to contact CyberOne



Data within said 60-minute period, Customer will be charged for a cancelation or reschedule event. If Customer contacts CyberOne Data within said 60-minute period, Customer will be charged from the Service Time through completion of the Service.

f. CyberOne Data's representative will perform each Service until completed and/or until Customer releases the CyberOne Data representative. Notwithstanding, no CyberOne Data representative may work more than 12 hours in a 24-hour period, including travel time. If a Service is interrupted by such limitation, CyberOne Data and Customer will coordinate a new Service Date and Service Time for completion of the Service.

16. Insurance Required. Customer will maintain the following minimum insurance policies:

- a. Workers' Compensation with statutory limits, and Employer's Liability Insurance with a limit of \$1,000,000.
- b. General Liability Insurance with a combined single limit of \$2,000,000 per location, naming CyberOne Data as Additional Insured.
- c. Automobile Liability Insurance with a limit of not less than \$1,000,000 per occurrence covering the ownership, operation and maintenance of all owned, non-owned, or like vehicles, naming CyberOne Data as Additional Insured. All required insurance policies will be maintained by Customer while Customer is in contract for CyberOne Data colocation space and any period during which any claims arising from the colocation services agreement are or may be outstanding. Upon Customer's default in obtaining or delivering any such policy or certificate of insurance or Customer's failure to pay the premiums thereof, CyberOne Data may (but will not be obligated to) secure or pay the premium for any such policy and charge Customer the cost of such premium, or CyberOne Data may immediately terminate the colocation services agreement and all associated term(s) without liability to Customer. Customer will provide CyberOne Data Certificates of Insurance indicating the required coverage prior to accessing the colocation space. Customer will notify CyberOne Data in writing not less than thirty (30) days prior to any cancellation or material change in coverage or provider.

17. Indemnification: Client agrees to defend, indemnify and hold harmless CyberOne Data, its Board, officers, agents and employees, their heirs and assigns, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the client's use/occupancy of CyberOne Data facilities, furniture, equipment, or equipment belonging to other clients.

18. General: Parking spaces are not reserved for Customers, contractors, or employees on CyberOne Data property. Customer employees must obey parking lot directional signs, speed limits and proper parking. Personal long distance calls are not to be charged to CyberOne Data telephones, nor made on an unauthorized basis from switchboards, test-boards, terminals, or other facilities locations.

19. Condition of Space and Building: CYBERONE DATA MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HAS INSPECTED THE SPACE,



ACCEPTS THE SAME "AS IS" AND AGREES THAT CYBERONE DATA IS UNDER NO OBLIGATION TO PERFORM ANY WORK OR PROVIDE ANY MATERIALS TO PREPARE THE SPACE OR THE BUILDING FOR CUSTOMER.

20. Adherence to Rules and Policies: THE CYBERONE DATA FACILITY POLICIES AND PROCEDURES AND OTHER CYBERONE DATA POLICIES AND PROCEDURES MUST BE ADHERED TO AT ALL TIMES. CUSTOMER AGREES TO COMPLY AT ALL TIMES WITH FEDERAL, STATE AND MUNICIPAL LAWS, ORDERS, RULES AND REGULATIONS APPLICABLE TO ITS ACTIVITIES AND ITS EQUIPMENT. VIOLATION OF SUCH POLICIES COULD RESULT IN A REMOVAL OR DENIAL OF ACCESS TO CYBERONE DATA FACILITIES AND/OR TERMINATION OF THE COLOCATION SERVICES AGREEMENT(S).