

Digital Realty Building Policies and Procedures

October 9, 2014

Version 2



Digital Realty Building Policies and Procedures

1. The Premises is to be used by Licensee solely for lawful purposes in accordance with these Policies and Procedures and the other terms and conditions of the Agreement.
2. Licensee Access – Licensee shall designate in writing, up to three primary contacts (each a “Primary Contact”) having authorization to add/remove Licensee’s employees, agents, representatives and/or customers (each, a “Licensee Party”, collectively, “Licensee Parties”) authorized to access the Premises on Licensee’s customer access list. Only individuals whose names appear on the customer access list (each, an “Authorized Licensee Rep”) will be permitted to submit work orders or requests to Licensor relating to accessing the Premises or the Building. It is the responsibility of Licensee to manage its customer access list by informing Licensor’s security and/or property management personnel if any Authorized Licensee Rep ceases to be a Licensee Party and/or Authorized Licensee Rep.
3. Licensee acknowledges that the security and access provisions employed by Licensor or an independent contractor on behalf of Licensor shall not be construed as Licensor’s acceptance of responsibility or liability for the security of persons or property within the Building or the Premises. Licensor does not guaranty the security of Licensee’s property or the Equipment. Licensor may require access to the Premises in order to install or maintain infrastructure systems to support the Building and the Building systems.
4. The Primary Contact is responsible for adding each Authorized Licensee Rep to the customer access list (in accordance with Paragraph 1, above) in advance of the Authorized Licensee Rep’s visit to the Building. A temporary access card (valid through the next calendar day) will be issued to an Authorized Licensee Rep only once proof of identity has been provided (e.g., by a valid government-issued photo ID) by such Authorized Licensee Rep. Individuals who cannot or do not provide a valid government-issued photo ID will not be permitted access to the Building or the Premises. Any visitor to the Building or the Premises whose name does not appear on the customer access list must be accompanied at all times by an Authorized Licensee Rep. All Licensor-issued identification must be worn at all times while in the Building. Any access card may be used only by the individual to whom it has been issued for obtaining access to the Building and the Premises. Access cards may not be loaned or exchanged between individuals for any reason. Abuse or misuse of access cards may result in removal of the entrant from the Building and denial of future access. Except as provided in this Paragraph 4, at no time shall Licensee or any Authorized Licensee Rep grant access to the Building or the Premises to anyone.
5. All authorized individuals must register their entry to a data center by presenting their access card to the card reader controlling such data center’s access doors. Visitors will be provided a visitor access card that is inactive and shall have an Authorized Licensee Rep escort at all times while in the Building.
6. Licensee shall cooperate in maintaining the security of the Building and the Premises by restricting access to authorized personnel and complying with all security policies of Licensor.
7. Licensee, Authorized Licensee Reps, authorized visitors and guests shall not obstruct corridors, halls, stairways, sidewalks, building entrance ramps or site driveways at any time. Corridors, halls, stairways, sidewalks, building entrance ramps and site driveways shall be used for egress and ingress only. There shall be no congregating in hallways.
8. No Unauthorized Photography – Any person wishing to take photographs inside the Building or of any electrical or mechanical equipment located outside of the Building must obtain permission to do so from Licensor in advance. Authorization may be obtained by sending an email to Licensor’s customer support center at customerservice@digitalrealty.com (or such other email address designated by Licensor from time to time). Security personnel will escort any person authorized to take photographs to ensure that only images of authorized areas and equipment are captured.
9. Parking – To the extent available at the Building, and approved by Licensor, parking is permitted on a first come first serve basis while conducting business in the Building only. For safety purposes, Licensee acknowledges and agrees that over-sized vehicles are prohibited from parking in the parking areas and that motorcycles may be prohibited from parking in the parking areas. Licensee vendors and/or contractors shall not have access to the parking areas unless otherwise approved by Licensor. Licensee and its employees shall not allow any unauthorized persons to have access to the parking area. Licensee and Licensee’s Parties shall park in the designated parking spaces. Any vehicles parked outside the designated areas will be subject to removal from the parking area at owner’s expense. For the avoidance of doubt, Licensee acknowledges that use of the parking area is subject to the terms of the Agreement, including without limitation Section 8.
10. Licensee is responsible for installation of the Equipment. All of the Equipment must fit inside the Premises. All Equipment must be positioned so that it complies with Licensor’s established hot and cold aisles configurations. All Equipment must be UL approved. All cabling used by Licensee must meet national electrical and fire standards. All cables must be clearly labeled. Licensee shall not place or leave any Equipment or other items outside the Premises without the express written consent of Licensor.
11. Licensee shall maintain the Premises in a neat and orderly manner and shall promptly remove all trash, packing materials, boxes, etc. that Licensee has brought or had delivered to the Building. Licensee shall not store spares inside combustible containers within the Premises.
12. Upon the expiration or earlier termination of the Agreement, Licensee shall remove all Equipment from the Premises and shall repair, or reimburse Licensor for the reasonable costs to

repair, any damage caused by Licensee during the course of any such removal.

13. The following items are banned from the Building, and Licensee agrees not to bring these items into the Building or the Premises: alcohol, controlled substances, explosives, flammable liquids, gases or chemicals, tape recorders, chemical agents, weapons of any kind, wet cell batteries and all similar equipment and materials. Additionally, Licensee shall not allow Authorized Licensee Reps or visitors to take pictures or record video with a phone or any other device with the functionality of a camera, except as provided in Paragraph 8, above. There is no smoking permitted in the Building. There is also no smoking permitted within 25 feet of the front entrance to the Building. There will be a designated smoking area adjacent to the loading dock. No food or drink will be allowed in the Premises.
14. Building entrants are prohibited from accessing or in any way altering Licensor's equipment, systems or infrastructure without the express written consent of Licensor. Licensor reserves the right to remove and deny future access to any entrant who has, in Licensor's sole judgment, violated this provision.
15. Licensee shall maintain and operate the Equipment in a safe manner, so as to avoid interference, physical or electronic, with other occupants of the Building and their equipment and with Licensor's equipment. Licensee shall not disrupt, adversely affect or interfere, physically or electronically, with other licensees, tenants, customers and occupants of space in the Building or with any such party's use and enjoyment of such party's premises within the Building. Additionally, Licensee shall not disrupt, adversely affect or interfere, physically or electronically, with Licensor's equipment or any of the common areas of the Building.
16. Any interference, physical or electronic, with Licensor's equipment and/or the equipment of other licensees, tenants, customers and occupants of the Building due to the installation, operation, maintenance, replacement or repair of the Equipment may result in the immediate disconnection and removal of such Equipment by Licensor, at Licensee's sole risk, cost and expense. Licensor reserves the right to take any other reasonable actions to prevent such interference.
17. Licensor may, in Licensor's sole discretion and at Licensor's expense, change the configuration of the common areas of the Building. Licensor and Licensee shall cooperate in good faith to minimize any disruption in Licensee's operations that might be caused by such changes in the configuration of the Building.
18. Work Orders – Licensee will be required to send an e-mail request to customerservice@digitalrealty.com (or such other email address designated by Licensor from time to time) in connection with any proposed changes to Licensee's use or configuration of the Premises. Upon submission of such request, Licensor will evaluate the request and return a written estimate and schedule for the work. All work orders requiring changes to the existing Agreement will require an Amendment to the Agreement, which may be in the form of a written change or "add on" order, and must be approved by

Licensee and executed by Licensee and Licensor prior to any work being performed in the Premises.

19. Remote Hands - Licensee shall access Remote Hands by contacting the Licensor's Licensee Services Center (or such other email address designated by Licensor from time to time). All written instructions shall be submitted along with the ticket.
20. Shipping and receiving – It is the Licensee's responsibility to notify Licensor of the impending receipt of any shipments addressed to Licensee. Licensor, or an independent contractor on behalf of Licensor, will receive Licensee-supplied equipment for a limited period of time and store it in a holding area subject to size, weight and space availability. To the maximum extent permitted by applicable laws, Licensor and/or any Licensor parties shall have no liability for the condition of any equipment received on behalf of Licensee. Licensor, or an independent contractor on behalf of Licensor, will release a shipment to an Authorized Licensee Rep only upon obtaining an authorized signature and verifying identity. Security personnel shall use commercially reasonable efforts to monitor incoming and outgoing packages to ensure that goods entering and leaving the holding area are accompanied by duly completed documentation. Once Licensor has released a shipment to Licensee or an Authorized Licensee Rep, Licensor is no longer responsible for tracking the shipment, and it becomes Licensee's responsibility. All shipments must be provided to Licensor, or an independent contractor designated by Licensor, ready-to-ship. Once the Licensor has released a shipment to Licensee's approved carrier, Licensor shall have no further responsibility for the shipment or the tracking of the shipment, and all liability and responsibility thereafter shall be Licensee's.
21. No work will be done below the raised floor area without the prior written approval of Licensor.
22. No exposed cables shall be installed under the raised floor area. Any cable authorized by Licensor to be installed under the raised floor shall be plenum-rated.
23. Licensee shall not inscribe, paint or affix advertisements, identifying signs or other notices on any part of the corridors, doors, public areas, common areas, the Premises or any portion thereof without prior approval of Licensor.
24. Subject to terms of the Agreement, Licensee shall be allowed to use the common areas of the Building (i.e., bathrooms, coffee station, hallways, etc.). Licensee and Licensee's Parties shall not conduct activities in common areas that interfere with the activities of other licensees, tenants, customers and occupants of the Building or Licensor. Licensee shall make a concerted effort to keep all such areas clean and neat at all times. Licensee and Licensee's Parties shall use the common areas of the Building only for their designated purposes.
25. Failure by Licensee or Licensee's Parties to materially comply with the Policies and Procedures in effect from time to time may result in (a) removal of Licensee or any Licensee Party from the Building, (b) restriction of Licensee's access to the Building, (c) impositions of additional charges, and/or (d) termination of the Agreement.