



STANDARDS FOR FACILITY SECURITY AND RULES OF CONDUCT

CONFIDENTIAL AND PROPRIETARY

April 1, 2016

These Rules and Regulations cover (1) Customer's (and its customers, agents and users) use of and access to 5NINES Center; facilities (e.g. Data Center); (2) Customer's (and its customers, agents and users) use of the 5NINES Center online services; and (3) 5NINES Center maintenance of the services it provides to its Customers.

ACCESS TO DATA CENTER

Only those individuals identified in writing by 5NINES on the Customer Registration Form ("Representatives") may access the Data Center. Customer shall deliver prior written notice to 5NINES of any changes to the Customer Registration Form and the list of Representatives. Customer and its Representatives shall not allow any unauthorized persons to have access to or enter any Data Center. Customer and its Representatives may only access that portion of a Data Center made available by 5NINES to Customer for the placement of Customer's equipment and use of the Data Center Services (the "Customer Area"), unless otherwise approved and accompanied by an authorized 5NINES representative.

USE OF DATA CENTER FACILITY

Conduct at Data Center- Customer and its representatives agree to adhere to and abide by all security and safety measures established by 5NINES and set forth in the Customer Guide provided by 5NINES to Customer. Customer and its Representatives shall also not do or participate in any of the following:

- Misuse or abuse any 5NINES property or equipment or third party equipment;
- Make any unauthorized use of or interfere with any property or equipment of any other 5NINES Customer;
- Harass any individual, including 5NINES personnel and representatives of other 5NINES Customers;
- Engage in any activity that is in violation of the law or aids or assists any criminal activity while on 5NINES property or in connection with the Data Center Services.
- Replacement of facility keys or fobs will be charged an administrative fee of \$50.



PROHIBITED ITEMS

Customer and its Representatives shall keep each Customer Area clean at all times. It is each Customer's responsibility to keep its area clean and free and clear of debris and refuse. Customer shall not, except as otherwise agreed to in writing by 5NINES, (1) place any computer hardware or other equipment in the Customer Area that has not been identified in writing to 5NINES on the Equipment and Software List; (2) store any paper products or other combustible materials of any kind in the Customer Area including card board (other than equipment manuals); and (3) bring any Prohibited Materials (as defined below) into any Data Center. "Prohibited Materials" shall include, but be not limited to, the following and any similar items:

- Food and drink
- Tobacco products
- Explosives and weapons
- Hazardous materials
- Alcohol, illegal drugs and other intoxicants
- Electro-magnetic devices which could unreasonably interfere with computer and telecommunications equipment
- Radioactive materials
- Photographic or recording equipment of any kind including web cameras (other than tape back-up equipment)

EQUIPMENT AND CONNECTIONS

Each piece of Customer Equipment installed in a Customer Area (the "Customer Equipment") must be clearly labeled with Serial Number provided by 5NINES and individual component identification. Each connection to and from a piece of Customer Equipment shall be clearly labeled with Customer's name (or code name provided in writing to 5NINES) at the starting and ending point of the connection. 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 must use its best efforts to provide 5NINES with at least 48 hours prior notice any time it intends to connect or disconnect any Customer Equipment or other equipment.

SCHEDULED MAINTENANCE

5NINES will conduct routine scheduled maintenance of its Data Center and related Services. In the event a mission critical maintenance situation arises, 5NINES may be required to perform emergency maintenance at any time. During these scheduled and emergency maintenance periods, Customer's Equipment may be unable to transmit and receive data and Customer may be unable to access the Customer Equipment. Customer agrees to cooperate with 5NINES during the scheduled and emergency maintenance periods.



SUSPENSION AND TERMINATION OF SERVICE

5NINES reserves the right to suspend and/or terminate a Customer's Service at any time for any material failure of Customer, its Representatives or its Users to comply with these Rules and Regulations.

SUPPLEMENTAL SERVICES

Subject to the terms and conditions set forth in the Service Agreement between 5NINES and the Customer, 5NINES may, from time to time, provide Customer with certain limited services and equipment needed and requested by Customer on a "one-off" or emergency basis ("Supplemental Services") where such services are not included within the scope of the Services purchased by Customer. Customer will be charged for all Supplemental Services provided to Customer. 5NINES has no obligation to determine the need for or provide Supplemental Services. All Supplemental Services are provided on an "as-is" basis and exclude warranties of any kind, whether express or implied.

MODIFICATION OF RULES AND REGULATIONS

5NINES may change these Rules and Regulations upon fifteen (15) days; notice to Customer, which notice shall be provided by posting such new Rules and Regulations.