

# DATA CENTER POLICIES

These Data Center Policies ("Data Center Policies") supplement and set forth additional terms and conditions governing the use of a Gaohong Data Center by Customer, pursuant to Customer's Agreement and the applicable Order. All capitalized terms are either defined in Customer's Agreement or herein. References to "Customer" will also include Customer's Authorized Persons and Accompanying Persons where appropriate.

# A. Data Center Access

- 1. <u>24/7 Access.</u> Subject to the restrictions herein, Customer may access the Data Center Common Areas and its Licensed Space twenty- four (24) hours per day, every day of the year.
- 2. Identity Verification. Access to the Data Center will only be granted to individuals whose identities have been verified by Gaohong security or management (such as Data Center Operations Director or authorized designee). Customer and any visitors must present valid government issued photo identification acceptable to Gaohong for identity verification before being granted entry to the Data Center. Acceptable identification is limited to valid. readily identifiable government issued photo identification such as: (a) a passport or (b) a driver's license or national identity card from the same state or country in which the Data Center is located. For avoidance of doubt, a driver's license or national identity card from a country other than the country in which the Data Center is located will not be acceptable identification. If the presented identification is deemed unacceptable or an individual's identity cannot be verified for any other reason, access to the Data Center will be denied until acceptable identification has been provided. Any person being enrolled into the access control system may be required to have a photo taken for identification record purposes.
- 3. <u>Prohibited Items and Behavior.</u> Before being granted access to the Data Center, Gaohong may require Customer to undergo physical screening (e.g., metal detectors) to ensure prohibited items are not brought into the Data Center. Gaohong will deny access or remove from the Data Center property anyone who either:
  - a. Possesses any of the following prohibited items:
    - 1. Explosives, firearms, weapons or dangerous devices of any type;
    - 2. Hazardous or radioactive materials or other harmful chemicals;
    - 3. Alcohol, illegal drugs or other intoxicants;
    - 4. Magnets and electromagnetic devices; or
  - b. Engages in any of the following prohibited activities:
    - 1. Any activity that puts health, life or property at risk, including being intoxicated or otherwise impaired;
    - 2. Any attempt to tamper with or defeat security rules, systems, devices or appliances, including attempting to fraudulently

gain access to any restricted location or network or otherwise bypass security;

- 3. Any activity which may diminish Gaohong's capability to provide security or fulfill its obligations;
- Any construction changes or alterations to the interior or exterior of the Data Center or the Licensed Space unless expressly approved by Gaohong in advance and in writing; or
- 5. Acting in an unsafe manner not otherwise expressly prohibited, not having a business purpose for the visit, or otherwise violating any other provision of Customer's Agreement or these Data Center Policies.
- 4. <u>Emergency</u>. Gaohong may temporarily restrict or delay Data Center access if there is any emergency such as fire, building evacuation, medical emergency, weather-related emergency, terrorist attack, etc.; or any threat to the Data Center or its operation; or pursuant to instructions from government personnel (e.g., police or firefighters). During an emergency or drill, Customer must follow instructions given by onsite Gaohong personnel.

# B. Data Center Usage

- 1. Customer must:
  - a. Comply with Customer's Agreement, these Data Center Policies, and all applicable laws, rules, regulations and procedures in effect at the Data Center, including instructions by onsite Gaohong personnel and signs posted by Gaohong from time to time;
  - Behave in a courteous, lawful, professional and safe manner, which includes not blocking any exits routes or aisles, or causing a fire hazard or any other nuisance or otherwise interfering with Gaohong personnel or other customers;
  - c. Immediately notify Gaohong of suspicious activity, non- compliance with these Data Center Policies, bodily injury, equipment or facility damage, or a dangerous situation of any type;
  - d. NOT interfere with proper operation of the Data Center, including but not limited to touching, altering, damaging or breaching any security or electrical or any other system or equipment operated or maintained by Gaohong including Cross Connects;
  - e. NOT manufacture, generate, treat, transport, dispose of, release, discharge or store any hazardous materials in, on, under or near the Data Center or any surrounding properties; and
  - f. NOT use mobility aids unless approved by Gaohong.
- 2. <u>Use of Cameras, Videography, CCTV or other Recording Equipment.</u> Customer may not use any camera, videography, CCTV or other recording equipment except as specifically permitted in Section D.3.
- 3. <u>Use of Data Center Common Areas.</u> Customer may use the Data Center Common Areas as permitted by Gaohong (e.g., for ingress and egress to and from its Licensed Space) but may not encumber or obstruct the pathways, driveways, yards, entrances, hallways, stairs or any Data Center Common Areas in or around the Data Center. If Gaohong designates a Data Center Common Area as a shared work area, Customer may use such shared work area only for the purpose expressly permitted by Gaohong (e.g., equipment repair and testing). Additionally, Customer may only consume food, beverages, or tobacco or vaping products in Data Center Common Areas expressly designated by Gaohong for such activities. Customer must not leave any of Customer's Equipment unattended in Data Center Common Areas.



# C. Licensed Space Access

- 1. <u>24/7 Access.</u> Subject to the restrictions herein, Customer may access its Licensed Space twenty-four (24) hours per day, every day of the year.
- 2. <u>Prohibited Behavior.</u> Customer must not: alter, tamper with, damage, adjust, repair, interfere with or breach the security of its or any other customer's Licensed Space.
- 3. Gaohong will not access Customer's Licensed Space except:
  - a. If directed by Customer (e.g. Smart Hands™);
  - b. To respond to a health/safety emergency;
  - c. To perform services necessary for the efficient operation of the Data Center, including maintenance; or
  - d. As otherwise permitted by Customer's Agreement, including accompanying Gaohong's Landlord if such access is required as applicable, and if so, then only upon prior notice and coordination.

# D. Licensed Space Usage

- <u>Orderly and Clean.</u> No Furniture. Customer must maintain Licensed Space in an orderly and clean manner and in good repair and condition, free of debris and litter. Designated trash receptacles are located in Data Center Common Areas. Customer may not place furniture (e.g., chairs) in its Licensed Space except as permitted by the Data Center site manager, and such permission may be withdrawn at any time. If Customer fails to remove the furniture within a reasonable time after notice, Gaohong may remove and store the furniture at Customer's expense billed at Smart Hands rates.
- <u>Cardboard/Shipping/Box/Debris/Flammable Material Removal.</u> Cardboard or other flammable material is strictly prohibited in Licensed Space in some jurisdictions. Where it is permitted, Customer must not store or permit such materials to remain within the Licensed Space for more than 24 hours without Gaohong's consent. Violations of this section may result in Gaohong remediating the problem at Customer's expense billed at Smart Hands rates.
- 3. <u>Use of Cameras, CCTV or Recording Equipment.</u> Customer may not use any cameras, CCTV or recording equipment inside the Data Center, except for the following limited exceptions within a private cage. Smart Hands charges for Gaohong's time will apply.
  - a. <u>CCTV.</u> Customer may NOT install any surveillance cameras or other surveillance equipment without Gaohong's prior review and consent. All equipment and use of such equipment is subject to Gaohong approval. No equipment will be approved if it includes pan/tilt/zoom capabilities or a microphone or is able to monitor anything except the inside of Customer's Licensed Space. Gaohong reserves the right to require Customer to remove or relocate any equipment that Gaohong deems to threaten or impede the security of the Data Center, including the security and privacy of other Gaohong customers.
  - b. <u>Smart Hands Assistance.</u> When scheduling a visit, Customer may request that Gaohong take photographs of Customer's private cage and of Customer's Equipment within such private cage. Gaohong will do so only if: (i) Customer completes the required documents provided by Gaohong, (ii) a Data Center staff member takes the photographs and recordings with Customer's recording equipment,



and (iii) the Data Center staff member at all times controls the recording equipment while it is inside the Data Center. Customer may only use any recordings, photographs or video taken within a Data Center for Customer's internal purposes and may not distribute or use such content in any public marketing or promotional materials without Gaohong's prior written approval.

- 4. <u>Signage.</u> Customer may install a self-identifying marker (e.g., sign) on Customer's Equipment or Licensed Space with the prior approval of Gaohong. Gaohong will not install any such signs unless expressly directed by Customer at Customer's expense billed at Smart Hands rates.
- 5. <u>Customer's Equipment—General.</u> Customer must configure, provide, place, install, upgrade, add, maintain, repair and operate Customer's Equipment in a safe and lawful manner and in compliance with all applicable laws and manufacturer specifications and requirements and industry standards, including but not limited to, those relating to proper installation, power consumption and ventilation.
- 6. <u>Customer's Equipment—Installation and Operation.</u> Customer's Equipment may not be stacked or resting on any other equipment and must be securely fixed onto a cabinet or rack in a manner reasonably satisfactory to Gaohong. If Customer's Equipment is too large or heavy for a rack or cabinet (e.g., large servers), Gaohong may affix such Customer's Equipment directly to the floor at Customer's expense billed at Smart Hands rates. Where practical, the heaviest or hottest components of Customer's Equipment should be installed in the lower sections of a cabinet to make the most effective use of the supplied cooling system. Gaohong may require removal of any of Customer's Equipment that, in Gaohong's sole discretion, (i) causes a threat to safety (including any risk of fire or other hazard), (ii) unreasonably interferes with the operations of Gaohong or another customer or any other person or entity that is occupying Licensed Space or Data Center property or otherwise utilizing any portion of the Data Center, or (iii) otherwise does not comply with these Data Center Policies.
- 7. <u>Customer's Equipment—Internet Exchange.</u> Customer will not operate an "Internet Exchange" within the Licensed Space that competes with Gaohong. To clarify, Customer may not create or operate a shared infrastructure to which a network interconnects for the purpose of exchanging routed traffic with all the other networks connected to the shared infrastructure where the owners of the networks have direct contractual relationships between each other for the exchange of that routed traffic. Customer may connect to other Customers through use of a Cross Connect or a Gaohong Exchange only.
- 8. Power.
  - a. Customer must NOT:
    - 1. Use UPS systems or 48v DC rectifiers that are not provided by Gaohong;
    - Use VRLA (valve-regulated lead-acid) batteries or any other form of rechargeable battery unless the batteries are a manufacturer-installed integrated part of the equipment;
    - 3. Use circuit splitters on any Gaohong-provided power circuit;
    - 4. Connect a power circuit to a cabinet other than the cabinet specified by Gaohong for such power circuit;
    - 5. Connect power strips or other equipment into each other to form a single long line of strips, i.e., daisy chain; or
    - 6. Use equipment that does not comply with applicable safety codes and product safety agency listings. Specifically, all



Customer's Equipment must be UL-listed and comply with the applicable electrical laws, rules and regulations.

- b. Power Circuit Usage. For each power circuit and Redundant Power Circuit Pair (as defined below), Customer will not consume more than the lesser of (i) the power rating for such power circuit stated in the associated Order (80% of the rated capacity) or (ii) the rated capacity pursuant to the applicable local codes. A "Redundant Power Circuit Pair" is two identical power circuits installed in the same cabinet or rack (neither of which are part of another pair of circuits in the same cabinet or rack) that are fed from diverse power busses and are powering only equipment with redundant power supplies capable of auto-failover. Customer must ensure that the aggregate draw of the entire Redundant Circuit Pair does not exceed the usage limit of a single circuit at any time. If the draw of the entire Redundant Circuit Pair exceeds the usage limit of a single circuit, then each power circuit will be considered a single primary circuit, so additional charges will apply and the circuits will not be covered by the Redundant Circuit Pair SLA, and Gaohong may reduce the Customer's power draw accordingly.
- 9. Environmental. Customer must use appropriate air management/ containment components such as full cabinet blanking panels and above-cabinet vertical panels as specified by Gaohong in applicable Data Centers to minimize recirculation of hot server exhaust with cold supply air and to support cooling efficiency and effectiveness. For the avoidance of doubt, Gaohong-provided cabinets will also include the initial blanking plates, grommets and brushes, and Customer may request that Gaohong install such air management products on Customer's behalf pursuant to an Order. Customer will ensure any and all applicable air containment components remain installed and intact throughout the contracted term of the Licensed Space. Gaohong may perform periodic audits to ensure containment components are functioning as intended and if not, then Customer will promptly comply with Gaohong remediation requests or permit Gaohong to enter the Licensed Space and perform the remediation at Customer's expense billed at Smart Hands rates.
- E. <u>Cables and Wiring</u> As further described below, Gaohong will install Cross Connects that extend outside Licensed Space and attach them to the Point of Demarcation ("POD"), and Customer will install "Customer Cabling" (as defined below) within Licensed Space, including those that attach to the POD.
  - 1. <u>Cross Connect.</u> A Cross Connect is a physical or wireless interconnection within a Data Center that exits Customer's Licensed Space or otherwise connects Customer to another Gaohong customer. Customer may not install, move or remove any Cross Connect. Gaohong will install a Cross Connect ordered by a Customer ("A-side") only if the other customer ("Z-side") approves such Cross Connect. Gaohong may disconnect a Cross Connect upon termination or expiration of the Order or at the request of either the A-side or the Z-side Customer, and in such case, Gaohong will inform the other Customer of an impending disconnection. Customer will be responsible for obtaining telecommunications services as needed from the carrier of its choice inside the Data Center, and Gaohong will not be responsible for such services other than for installation and maintenance per the Cross Connect SLA.
  - 2. <u>Point of Demarcation.</u> Gaohong will install a POD to connect Cross Connects to Customer Cabling. The POD is typically a relay rack with a demarcation patch panel, which may include: (i) patch panel, DSX panel for category 5 twisted pair, co-axial, single and multi-mode fiber, or (ii) other appropriate



interconnection equipment. Customer may only connect Customer's Equipment to the POD within the Licensed Space to complete the connection to the Cross Connect. Customer may request installation of an additional POD subject to Gaohong approval.

- 3. <u>Customer Cabling.</u> Customer Cabling is the physical interconnection between Customer Equipment wholly within the Licensed Space, including patch cables, and connection to the POD. Customer is responsible for the installation, maintenance and repair of Customer Cabling.
  - a. <u>Customer must:</u>
    - 1. Ensure cables and power cords only run from Customer's Equipment out of the back of the cabinet or rack. If this is not possible, Customer will ensure that appropriate air management products are installed to make the most effective use of the supplied cooling system.
    - 2. NOT access Gaohong cable trays or Gaohong cabling infrastructure to install Customer Cabling; except Customer may install Customer Cabling in those instances where Customer has had Gaohong install a dedicated cable tray or fiber duct over two or more of its cabinets expressly for this purpose, and if Customer requires access to the cabling infrastructure for such connection, Gaohong will install it at Customer's expense billed at Smart Hands rates.
    - 3. Ensure all cables and wiring within the Licensed Space (excluding Cross Connects and POD, which are Gaohong's responsibility) are neatly wrapped and tied together. If Customer fails to comply with this requirement within a reasonable time, Gaohong will notify customer to correct the condition, and if Customer still fails to comply, Gaohong may neatly wrap and tie such wires and cables at Customer's expense billed at Smart Hands rates.
  - b. <u>Labels.</u> Customer may label Customer Cabling but may NOT affix or maintain labels to any Cross Connect or POD, including any ports on the POD. Gaohong will affix and maintain those labels, which will contain information as determined by Gaohong, including circuit identification and other information needed to identify each Gaohong-provided port. If Customer requires labeling of Customer Cabling, Gaohong can label according to Customer's instructions and at Customer's expense billed at Smart Hands rates.
- 4. <u>Wireless Interference.</u> Gaohong is not responsible for any electronic interference that may occur with respect to Customer's use of wireless communications equipment.

# F. Shipping Policies

- 1. <u>Incoming Shipments.</u> Gaohong will reject or ship back to the "shipped from" address at Customer's risk and expense any shipment that does not comply with the following:
  - a. Shipments and boxes must be clearly labeled with Customer's name or identifier as required by the Data Center. Customer may not list Gaohong as a recipient of any shipment or identify Gaohong as a recipient to any shipping carrier.
  - b. Shipment must pass Gaohong's reasonable safety inspection. Shipments containing liquids, combustibles and any hazardous materials are prohibited and will be rejected.
  - c. Customer must give Gaohong advance notice that a shipment is arriving in accordance with the shipping and receiving policies in



effect at the Data Center. Failure to provide advance notice may result in rejection of the shipment.

- d. Customer must promptly move shipments from shipping/ receiving area to Licensed Space and may request Gaohong perform Smart Hands for assistance. If Customer fails to have shipments moved promptly, then Gaohong may move the shipments to a temporary holding area at Customer's risk and expense. If Customer fails to remove (or cause to be removed) the shipment from the temporary holding area within five days of Gaohong receiving the shipment, then Gaohong may, at Customer's risk and expense, (i) ship the Equipment back to Customer; or (ii) upon prior written notice to Customer, Gaohong may consider the shipment to be abandoned under the laws of the jurisdiction where the Data Center is located, and liquidate or otherwise dispose of such shipment and retain the proceeds.
- Property Control Procedures. If Customer prefers to hand carry (hand trucks and carts not permitted) Customer's Equipment either into or out of the front door of the Data Center, Customer will be subject to property control procedures, which may include requirements to provide Gaohong with descriptions and the serial numbers of items valued at more than US\$1,000 (or equivalent local currency) as well as the name, contact number and signature of the person removing such items.
- 3. <u>Smart Hands Assistance.</u> Customer may request that Gaohong:
  - a. Move shipments into Customer's Licensed Space from shipping/receiving or vice versa;
  - b. Unpack or pack shipments. In doing this, Gaohong may record serial numbers for Customer's Equipment. Accordingly, when packing Customer's Equipment for shipping, Customer may expect that Gaohong personnel will need access to and record the serial numbers of Customer's Equipment prior to the boxes being sealed and shipped. Gaohong is not responsible or liable for any missing or damaged Customer's Equipment, which may occur during the packaging, shipping, unpacking or receipt of such equipment.
- 4. <u>Local Variations.</u> Customer will comply with any local shipping and receiving policies in effect at the Data Center.
- 5. Duties and Import/Export Charges. Customer is responsible for all duties, charges, fees, taxes and customs requirements associated with international shipments.
- **G.** <u>Notifications</u> Customer will designate one or more persons whom Gaohong may contact at any time in the event of an emergency or otherwise as needed by Gaohong. Customer will provide to Gaohong a means of contacting such persons at any and all times. Gaohong prefers, but does not require, that such contact method be the telephone number of a twenty-four (24) hour operations center staffed by persons familiar with Customer's use of its Licensed Space and Customer's Equipment. Customer may contact Gaohong Service Desk for guestions or support.
- H. <u>Use of Unordered Products</u> Customer may only use Licensed Space or Services that are specified in a valid Order (including Online or Phone Orders) executed by the Parties. If Customer or Gaohong discovers Licensed Space or Services are being delivered without a valid Order ("Unordered Service"), the discovering party must notify the other (email or regular mail specifically permitted in this instance), and the Unordered Service will be discontinued immediately unless the Parties promptly execute a valid Order. If Customer fails to discontinue use of the Service or execute and deliver to Gaohong a valid Order within ten (10) days of the proposed Order being



sent to Customer, then in addition to other remedies permitted by the Customer Agreement, Gaohong may also immediately suspend or terminate the use of the Unordered Service. For the avoidance of doubt, use of a power circuit beyond its limit and use of a Redundant Power Circuit Pair beyond the limit of one of the circuits in such Redundant Power Circuit Pair shall be considered use of an Unordered Service.

