COLOCATION RULES & REGULATIONS

In addition to any other terms and conditions of Customer's Agreement with Rackspace, these Facility Access and Notification terms shall apply when Customer purchases Rackspace Colocation Services.

1. DEFINED TERMS.

1.1. Customer Hardware" means Customer's computer hardware and other tangible equipment, including cables and wires.

1.2. Hardware" means any equipment not belonging to Customer.

2. GENERAL GUIDELINES

2.1. **Identification.**

(A) Customer Personnel must present a valid government-issued photo ID for security enrollment or they will not be permitted access to the data center facility.

(B) A Rackspace-issued identification card must be visibly displayed on Customer Personnel at all times.

(C) Customer Personnel that do not possess a Rackspace-issued identification card must provide a valid government-issued photo identification and complete the visitor log book prior to issuance of a temporary identification card.

2.2. **Access**.

(A) Customer Personnel shall not be granted access to any Rackspace data center facility unless they possess a valid Rackspace identification card. Customer Personnel are prohibited from entering the data center floor in all Rackspace facilities.

(B) Customer Personnel must be escorted by an authorized individual to and from the Licensed Premises.

(C) To ensure the integrity and maintenance of both inventory records and inventory control, Customer Personnel must log incoming and outgoing hand-carried equipment at the facility access point.

(D) No person under the age of 18 may enter the facility.

(E) The following items may not be brought into the facility:

(i) Weapons;

(ii) Explosives;

(iii) Hazardous or combustible material;

(iv) Alcohol, illegal drugs, and other intoxicants;

(v) Electro-magnetic devices that could interfere with computer and telecommunications equipment; and

(vi) Radioactive materials.

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2.3. **Facility Use**.

(A) Customer Personnel must use the Licensed Premises only for configuring, providing, placing, installing, upgrading, adding, maintaining, repairing and operating Customer Hardware. All activities must be conducted in a safe and lawful manner, otherwise Rackspace may exclude or expel Customer Personnel.

(B) Customer Personnel shall keep the Licensed Premises free at all times of debris, paper, cardboard, packaging materials, and other refuse by placing such items in the containers provided or in a designated area for removal.

(C) Customer Hardware may only be stored in the Licensed Premises. Customer Hardware may not sit on any colocation floor area, the Licensed Premises floor, or on any ventilated tiles. All open floor space shall remain open and not used for storage of any items. Customer Personnel may not block any floor or ceiling vent, place any object under the raised floor, or hang any object from the ceiling tile.

(D) Customer Personnel may only use a shared work area with the express permission of Rackspace.

(E) Customer Personnel will not:

(i) Block access to any exits, fire alarm boxes, and fire-extinguishing equipment or otherwise encumber or obstruct the pathways, driveways, yards, entrances, hallways, stairs or any common areas in or around the facility;

(ii) Store any paper products or other combustible/flammable materials of any kind in the facility (other than equipment manuals);

(iii) Place furniture in the Licensed Premises except as permitted by the data center site manager in his/her sole discretion, which permission may be revoked at any time thereafter. In the event such permission is revoked, Rackspace shall notify Customer that the furniture must be removed within five days of the date of such notice. If Customer fails to remove the furniture within the five-day period, Rackspace may remove the furniture, charge Customer smart hands rates for doing so, and dispose of such furniture at Customer's expense;

(iv) Use any common areas at the facility (other than shared work areas) for a purpose other than ingress and egress, to and from the Licensed Premises;

(v) Use a shared work area for any purpose other than to repair Customer Hardware;

(vi) Interfere with, use without authorization, misuse, or abuse any property or equipment not belonging to Customer or Customer Personnel.

(F) Food and liquids are not permitted, other than in specifically-designated areas.

2.4. **Conduct**.

(A) In the event of an emergency or drill at the facility, Customer Personnel will be required to follow instructions given by Rackspace's on-site manager or other designee.

(B) Customer Personnel shall conduct themselves in a professional manner at all times while visiting the facility. Rackspace reserves the right to exclude or expel Customer Personnel, in Rackspace's sole discretion, believed to be under the influence of alcohol or drugs, creating a nuisance, or who appear to pose a risk to persons or property.

(C) Customer Personnel shall use the restrooms, any shared work areas, and any other common spaces in the facility and the parking areas outside of the facility in accordance with the terms of any rules or signs then posted in or near such areas.

(D) Customer Personnel shall abide by and comply with all applicable laws, rules and regulations which may be imposed by governmental authorities or the facility owners or operators (if other than Rackspace), as applicable.

(E) Smoking is prohibited.

2.5. **Contact**. Customer Personnel shall designate one or more persons whom Rackspace may contact at any time in the event of an emergency or as otherwise needed and shall provide a reliable means of contacting such persons.

3. **RACKSPACE ACCESS**. Rackspace may access the Licensed Premises: (i) during an emergency, (ii) to perform smart hands or other services on behalf of Customer, (iii) as necessary to enable use of the facility by some or all Customers; (iv) as permitted under the Agreement; or (v) with written permission from Customer (email acceptable).

4. EQUIPMENT

4.1. Customer Personnel will not:

(A) Install or otherwise perform any cross connects;

(B) Affix or maintain labels to any ports or any point of demarcation equipment that connects Customer Hardware to Hardware (Rackspace will affix and maintain such labels, which will contain information as determined by Rackspace, including circuit identification and other information needed to identify each Rackspace-provided port);

(C) Make or cause to be made any construction changes or material alterations to the data center or the Licensed Premises, including cabling or power supplies for Equipment, without first obtaining Rackspace's written approval;

(D) Use VRLA (valve-regulated lead-acid) batteries within the facility, unless such batteries are a manufacturer-installed and integrated part of Customer Hardware;

(E) Use circuit splitters on any Rackspace-provided power circuits;

(F) Use UPS systems that are not provided by Rackspace;

(G) Use 48v DC rectifiers that are not provided by Rackspace without obtaining advance approval from Rackspace; or

(H) Plug extension cords into racks or utilize store-bought plug strips.

4.2. Customer Personnel shall ensure that:

(A) All Customer Hardware is UL approved;

(B) All Customer Hardware is installed, maintained and repaired in compliance with all applicable laws and manufacturer specifications and requirements;

(C) The installation and use of Customer Hardware will at all times comply with applicable safety codes and product safety agency listings including, but not limited to, cabling, which must meet national electrical and fire standards and any specifications provided by Rackspace;

(D) All cables and wiring (including Customer cross connects and Customer power cords) in the Licensed Premises, other than any cross connects or Rackspace's Hardware, are neatly wrapped and bound together (if Customer Personnel fail to do so, Rackspace may at its sole option neatly wrap and bind such wires and cables, and charge Visitor smart hands rates for doing so);

(E) Customer Hardware is not stacked or resting on any other equipment;

(F) Customer Hardware is securely affixed to a cabinet or rack in a manner reasonably satisfactory to Rackspace. If Customer Hardware is too large or heavy for a particular rack or cabinet, including but not limited to large servers, Rackspace may place such equipment on the floor, and charge Visitor smart hands rates for doing so;

(G) Customer Hardware must face in the correct direction as to direct hot air into the hot aisle and not the cold aisle;

(H) Appropriate air management products (including, but not limited to, blanking plates, grommets and brushes) are installed in cabinets to minimize any potential mixing of cold and hot air between a cabinet and any source of cooling to that cabinet and, where these have not been properly installed, Rackspace may install or replace (as appropriate) such air management products;

(I) Where practical, the heaviest and/or hottest (when in operation) Customer Hardware is installed in the lower sections of a cabinet to make the most effective use of the supplied cooling system; and

(J) Where practical, cables and wiring (including Customer cross connects and Customer power cords) should only run from the Customer Hardware through the top, and not the back of the cabinet or rack. If this is unavoidable, Customer Personnel will ensure that appropriate air management products are installed to make the most effective use of the supplied cooling system.

4.3. Rackspace may require Customer Personnel to remove any Customer Hardware that, in Rackspace's sole discretion, (i) causes a safety threat to the operation of the facility or Rackspace property, (ii) unreasonably interferes with the operations of the facility, another customer or any other person or entity that is licensing, sublicensing, leasing or subleasing space or otherwise utilizing any portion of the facility, or (iii) interferes with the privacy of Rackspace or other customers within the facility through recording or surveillance methods.

4.4. Rackspace will not label Customer Hardware or ports in the facility. Customer Personnel may only label Customer Hardware located in the Licensed Premises. Rackspace is not responsible for the labels or the content of the labels affixed to the Licensed Premises, Customer Hardware, or Customer Hardware ports.

4.5. Rackspace is solely responsible for connecting Customer Hardware to equipment belonging to other Rackspace customers at a facility.

4.6. Customer Personnel are solely responsible for any loss, theft or damage to Customer Hardware left unsecured or outside of the Licensed Premises.

4.7. Rackspace is not responsible for any electronic interference that may occur with respect to Customer Personnel's use of wireless communications equipment.

4.8. Customer Personnel shall only plug Customer Hardware into assigned electrical and bandwidth circuits. Under no circumstances shall Customer Personnel access junction boxes or power gutters. Customer Personnel shall not make any electrical connection other than to Customer's Rackspace-assigned power

strips. All electrical connections must be run in the ladder rack or power strips provided by Rackspace. All circuitry must be run in accordance with the National Electrical Code (NEC) or equivalent local electrical code standard.

4.9. If notified by Rackspace of an overload condition exceeding 80% of Customer's allocated amperage, Customer Personnel shall promptly correct such overload condition no later than three days from receipt of such notice. When contacted by Rackspace regarding an overload condition in excess of 90% of Customer's allocated amperage, Customer Personnel shall promptly correct such overload condition in no event later than three days from receipt of such notice.

4.10. Customer Personnel shall store all loose items including, but not limited to unused wire, cabling, nuts, and bolts in noncombustible containers. Rackspace reserves the right, at any time, to inspect and reject, in its sole and reasonable discretion, the form and location of any such containers within the Licensed Premises.

5. PHOTOGRAPHIC, RECORDING AND SECURITY EQUIPMENT

5.1. Photographic and recording equipment is prohibited. No photography of any kind, including, but not limited to cameras, video cameras, cell phones and wireless handsets are permitted in any part of the data center facility except for the following limited exceptions:

(A) Customer Personnel with dedicated cages may request that Rackspace take photographs of such dedicated cage and of any Customer Hardware contained therein provided that (i) Customer Personnel complete all required request documents supplied by Rackspace; and (ii) a Rackspace staff member takes the photographs with Customer Personnel's photographic or recording equipment, and the Rackspace staff member at all times controls the photographic or recording equipment while inside the facility. Customer Personnel may only use recordings, photographs or video taken within the facility for itsinternal purposes and will not distribute or use such content in any public marketing or promotional materials without Rackspace's prior written approval.

(B) Customer-installed and maintained cameras located in and exclusively recording Customer's dedicated cage area, which installation shall require the prior written consent of Rackspace.

5.2. Any prohibited photographic and recording equipment must be surrendered upon entrance to the facility. Security staff will store any surrendered items along with valid ID and return same at the conclusion of the facility visit. Cellular telephones with recording and photography capabilities are permitted provided such features are not utilized within the facility.

5.3. Customer Personnel shall not utilize its own security equipment, including, but not limited to locks, card readers, and/or cameras without the prior written consent of Rackspace. In the event Rackspace consents to the installation or utilization of any such equipment, Customer Personnel shall provide Rackspace a key, card or other access tool to ensure Rackspace maintains access at all times to the Licensed Premises. If requested by Customer Personnel, security equipment may be purchased from Rackspace at then-current Rackspace rates. All camera installations require Rackspace's approval as to location.

6. **SHIPMENTS**

6.1. Any delivery, installation, replacement, or removal work with respect to Customer's Hardware is subject to review and approval by Rackspace or its Representatives, such approval not to be unreasonably withheld or delayed.

6.2. Customer Personnel shall notify Rackspace in advance of any expected shipments via the Customer Portal and shall specify whether pallet jacks, carts and/or trash bins may be necessary to provide Rackspace ample time to prepare for such shipment. Any shipments received without prior notice may be rejected.

6.3. Customer Personnel will ensure that all shipments (including boxes) are clearly labeled with the company name and/or Customer identifier (as required by the facility). Customer Personnel will not list Rackspace as a recipient of any shipment or as a recipient to any shipping carrier. Unidentified packages or packages that list Rackspace as the recipient may be rejected.

6.4. Rackspace reserves the right to visually and/or physically inspect any and all shipments to or from the facility when such shipment arrives at the shipping/receiving area. Shipments containing liquids, combustibles and any hazardous materials are prohibited and, to the extent Rackspace is so aware of the contents of such shipments, will not be accepted at any time.

6.5. At the time of Rackspace's inspection of any shipments to or from the facility, Rackspace may record Customer Hardware serial numbers. Accordingly, when packing Customer Hardware for shipping, Customer will provide Rackspace personnel access to the serial numbers on Customer Hardware being shipped, prior to the boxes being sealed.

6.6. Rackspace is not responsible or liable for any damage or loss of Customer Hardware which may occur during the packaging and/or shipment of such equipment. Rackspace is not responsible for verifying the accuracy and completeness of any orders shipped to or from any facility.

6.7. Rackspace reserves the right to refuse any Customer-related shipments to a facility if Customer does not have a valid service agreement with Rackspace.

6.8. Customer Personnel are responsible for the removal of packaging material and shipping waste (at the reasonable determination of Rackspace) including pallets. Customer Personnel are responsible for the removal of any unused/unwanted Customer Hardware.

6.9. Rackspace provides complimentary storage for four weeks. Items stored beyond four weeks are subject to a storage fee. If Customer utilizes storage services, Customer shall provide Rackspace its current contact information, including telephone, email, and mailing address, in addition to any other reasonably requested information. Should Customer terminate services with Rackspace or fail to pay its storage fee when due, or both, Customer shall arrange for pickup and shipment of all stored items within 24 hours. Should no such arrangements be made and communicated to Rackspace within 24 hours, Customer hereby grants Rackspace the right to destroy all stored items, including any data contained thereon, in a secure manner, at Customer's expense, 14 days following termination or failure of to pay.