

COLOCATION

1. **SERVICE DESCRIPTION.** “Colocation” is a non-exclusive license for Customer to utilize rack or floor space, with associated power and cooling, for the location of Customer’s equipment (“Colocated Equipment”) in the designated space within a DQE network facility (Colocation Space”).
2. **CUSTOMER EQUIPMENT.** As set for the in the applicable Customer Service Order, commencing on the installation date set forth in the Customer Service Order (“Requested Service Date”), DQE shall permit Customer to place the Colocated Equipment in the Colocation Space. Customer’s right to occupy the Colocation Space shall commence on the Requested Service Date. The rights granted pursuant to this Colocation are subject to the terms and conditions of any underlying lease or other superior right by which DQE has acquired its interest in the Colocation Space. In the event, however, that this Agreement is construed by a DQE lessor to grant property rights to any Colocation Space, then Customer agrees to either (i) enter into an agreement approved by such DQE lessor, or (ii) upon request of DQE, to immediately remove the Colocated Equipment from the Colocation Space. Customer shall be responsible for paying any fees or charges imposed by the lessor as a condition of granting its consent. The installation of any cabinets or racks not owned and provided by DQE is subject to DQE’s prior written approval.
3. **USE OF COLOCATION SPACE.**
 - A. **License to Occupy; Use of Space.** DQE grants Customer a nonexclusive limited license to occupy the Colocation Space. Customer agrees that it is being granted only a license to occupy the Colocation Space and not a real property interest in the Colocation Space. Customer’s occupancy of the Colocation Space will serve as Customer’s acceptance of the Colocation Space. Customer’s use of the Colocation Space throughout the Service Term is contingent upon DQE continuing to own or lease the premises where the Colocation Space is located. Customer agrees to use the Colocation Space only to install, maintain, and operate the Colocated Equipment. Customer is solely responsible for design, engineering, testing, installation, operation, performance, monitoring, maintenance, and repair of the Colocated Equipment in the Colocation Space.
 - B. **Access.** Only individuals that Customer has designated to DQE in writing as authorized Customer employees, representatives or contractors (“Customer Representatives”) shall have access to the Colocated Equipment. DQE has the right, in its sole discretion, to require background checks of Customer Representatives be provided to DQE prior to access to the Colocated Equipment or to require that Customer Representatives be escorted by DQE representatives.
 - C. **Limitations on Use.**
 - i. Customer acknowledges that DQE is providing unmanned space. The Colocation Space cannot be used to house people or be used as an office, network operations center or storage facility. Customer may not provide or make available any portion of the Colocation Space to any third party, without DQE’s written consent.

- ii. Customer Representatives shall: not smoke in the Colocation Space or on DQE's premises; comply with DQE's policies and practices regarding fire, safety, and security; and comply with any other rules of DQE, which may be revised from time to time. Customer shall not block access to any exits, fire alarm boxes or fire-extinguishing equipment.
 - iii. Customer shall not store any paper products or other combustible/flammable materials of any kind on the Colocation Space and shall keep the Colocation Space free at all times of debris, paper, cardboard, packaging materials and other refuse by placing such items in containers provided or in a designated area for removal. Equipment or supplies are not permitted to sit on the floor of the facility, cage floor or on the ventilated tiles. All open floor space shall remain open and not used for storage of any items.
 - iv. Customer shall not bring any of the following materials into DQE premises: (i) hazardous materials; (ii) alcohol, illegal drugs, and other intoxicants; (iii) explosives; (iv) weapons; (v) photographic or recording equipment of any kind; (vi) electro-magnetic devices that could interfere with computer and telecommunications equipment; or (vii) radioactive materials.
 - v. Customer shall be permitted to service or remove all or portions of the Colocated Equipment unless such action would have an adverse impact on proper operations of DQE or would adversely impact other customers utilizing the DQE's network.
- D. Emergencies.** If DQE reasonably believes that, due to the condition of the Colocated Equipment, there is an immediate or imminent threat to (a) the safety or health of individuals, (b) the physical integrity or functioning of DQE's or Customer's facilities or (c) DQE's ability to meet any obligations, DQE may perform such limited corrective work in the Colocation Space as may be necessary to prevent or mitigate against such threatened injury. When an emergency situation exists such that advance notice and coordination are not practicable, either Party may perform corrective work without first giving prior notice to the other Party but shall promptly notify the other Party of the corrective work performed. Customer shall bear all expenses arising out of or in connection with emergency repairs of the Colocated Equipment and the Colocation Space necessitated by the acts or omissions of Customer.
- E. Relocation.** DQE shall have the right upon at least thirty (30) days prior written notice to Customer to relocate the Colocated Equipment provided that in such event DQE shall bear the costs of relocating the same and the site of relocation (the "Relocation Site") shall afford comparable environmental conditions for, and accessibility to, the Colocated Equipment. In the event of an emergency that threatens the safety of property or persons, DQE may relocate the Colocated Equipment without providing any notice to Customer as the circumstances may warrant. In all circumstances of relocation, Customer shall have the right to perform such relocation at its sole cost and risk. Upon any such relocation, the Relocation Site will be deemed to be the "Colocation Space" under this Agreement, and the Parties acknowledge and agree that the applicable Customer Service Order will automatically be deemed amended to provide for the Relocation Site.

4. COLOCATED EQUIPMENT.

- A. Installation and Removal of Colocated Equipment.** Customer shall arrange for delivery of each unit of Colocated Equipment to the Colocation Space at Customer's expense. Customer

shall provide DQE with no less than one (1) week prior written notice of the actual delivery date. Unless otherwise agreed in writing, Customer shall install the Colocated Equipment at the Colocation Space and shall be responsible for any necessary cabling from the junction panel provided by DQE to the Colocated Equipment. Customer may not install any equipment at the Colocation Space, other than Colocated Equipment, without DQE's prior written approval. Customer shall provide DQE with written notification two (2) days before Customer removes any Colocated Equipment and such removal shall be subject to DQE's verification that there are no outstanding charges due and payable by Customer to DQE.

B. No Interference. The Colocated Equipment shall not interfere or impair any service offered by DQE or any other Customer located on the premises where the Colocation Space is located. If DQE determines that the Colocated Equipment materially interferes with or impairs any other service or equipment, Customer will be notified and agrees to cooperate with DQE to take corrective action within twenty-four (24) hours. If after twenty-four (24) hours the problems persist, DQE shall have the right to correct the problem at Customer's expense, and if it so chooses, disconnect electrical power or remove network connectivity to Customer, Customer agrees that DQE shall not be liable for any damages arising from such action.

C. Labeling. Customer shall identify and label all Colocated Equipment and provide a written list of emergency contacts with telephone numbers to DQE.

5. ELECTRICITY. DQE shall use commercially reasonable efforts to make available to Customer, AC electric capacity at a level not less than the commitment levels described in any applicable Customer Service Orders. Customer shall pay DQE, as additional Service Fees, on a monthly basis, for electricity service as set forth in the Customer Service Order(s). Customer shall be solely responsible, at Customer's sole cost and expense, for the installation of all power circuits and rack grounding to the base building grounding grid system required in order to deliver the electricity to the Colocation Space and to distribute it therein. All installation of electrical service into the Colocation Space will be performed by DQE at Customer's sole cost and expense. Customer covenants that Customer's consumption of electrical energy at the Colocation Space, which consumption shall be deemed to include both the electrical energy by each circuit in the Colocation Space as well as the electrical energy required to cool the heat generated thereby (the "Colocation Space Consumption"), shall not at any time exceed the capacity of any of the electrical facilities and installations in or otherwise serving or being used in the Colocation Space. Customer shall, upon written notice from DQE, promptly cease the use of any of Customer's electrical equipment which DQE believes will cause Customer to exceed such capacity. If, within twenty-four (24) hours of receiving such a notice from DQE, Customer shall fail to reduce its Colocation Space Consumption to a level that complies with the terms of this Section, DQE shall have the right to disconnect power to the applicable circuit. Any additional feeders, risers, electrical facilities and other such installations required for electric service to the Colocation Space will require approval by DQE and an amendment to the Customer Service Order executed by both Parties hereto.

6. REMOVAL UPON TERMINATION. Within thirty (30) days after termination or expiration of the Service Term, Customer will, at its sole cost and expense, remove all Colocated Equipment from the Colocation Space and restore the Colocation Space to its previous condition, normal wear and tear excepted. If Customer fails to remove such Colocated Equipment within the specified period, DQE shall have the right to remove such equipment at Customer's sole cost and expense and without any liability on the part of DQE for damage to such equipment.