



Vapor IO Kinetic Edge Site Policies and Regulations

Purpose

This document provides the policies and regulations applicable to all Vapor IO Kinetic Edge Sites (the “**Site Policies**”). In addition to any other rules and regulations observed by Vapor, Customer shall ensure its employees, agents, Authorized Users and Authorized Site Personnel, including any third party contractors or subcontractors working on Customer’s behalf (collectively, “**Customer Personnel**”) adhere to these Site Policies. The Site Policies are incorporated by reference into the contractual relationship between Vapor and Customer (the “**Agreement**”) and capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement. Vapor reserves the right to update the Site Policies from time to time in our sole discretion by publishing a revised version at <https://vapor.io/legal/policies>, which shall be deemed effective upon posting. Use of the Services after the revised Site Policies are posted on the website shall constitute Customer’s acceptance of such revised Site Policies.

General rules and regulations

1. Equipment Delivery & Installation

All of the Kinetic Edge Sites are secured and unmanned and thus shipping directly to these locations is not possible. We use logistics partners to receive Customer Equipment in a local market and will hold on to the Equipment until an arrangement can be made for someone to be present at the specified Kinetic Edge Site to receive the shipment. Detailed shipping instructions will be provided to the customer during the implementation process.

Customer must give Vapor advance notice that a shipment is arriving in accordance with the shipping and receiving policies in effect at the time. All shipments and boxes must be clearly labeled with Customer’s name and identifier (if applicable) and identifying Customer (*not Vapor*) as the recipient. The shipment must pass Vapor’s reasonable safety inspection and may not contain liquids, combustibles or any hazardous materials. Vapor may reject or ship back to the “shipped from” address, at Customer’s sole risk and expense, any shipment that does not comply with the foregoing restrictions or Shipping Instructions.

Customer may schedule installation of its Equipment in a Site in accordance with Section 2 (Access to Space and Site) below. Customer shall provide Vapor a written build of materials setting forth all Equipment to be installed in the Space and proposed configuration for Vapor’s approval no less than five (5) business days prior to the Service Commencement Date of the initial installation in the Space, and any replacement or modification thereof. Customer must account for Vapor’s infrastructure, Site ceiling heights, existing duct work and floor load limits and other information provided by Vapor when designing Equipment installations. Approval by Vapor is not an endorsement of Customer’s Equipment, suppliers or contractors, and Customer will remain solely responsible for the selection of its Equipment, suppliers and contractors and all payments for any installation, maintenance or similar work. Except as set forth on an

applicable Order, Vapor is not responsible for and will not be obligated to provide any assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of Equipment, or their integration into Customer's internal network(s). Any such services provided by Vapor will be billed at the applicable hourly rate.

Customer shall be responsible for obtaining and maintaining any Equipment and any ancillary gear or services needed to connect to, access or otherwise use the Services and for ensuring Equipment meets Vapor's published standards for compatibility with the Space. 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 Vapor. All cabling used by Customer must meet national electrical and fire standards. Customer shall not make, or cause to be made, any construction changes or material alterations to the interior or exterior portions of the Site or Space, including any cabling or power supplies for the Equipment, without obtaining Vapor's prior written approval. From time to time Vapor may request, and Customer shall promptly provide, additional information regarding Customer's Equipment, configuration details and Customer's suppliers or contractors. Vapor assumes no responsibility for the licensing, operation and/or maintenance of the Equipment or any other property of Customer.

Vapor may offer or require Customer to use equipment supplied by Vapor or its suppliers ("**Vapor Equipment**") in connection with an installation or certain Service. Customer Personnel shall not rearrange, disconnect, modify, tamper with, attempt to repair, or otherwise interfere with the Vapor Equipment. Customer will not create or allow any liens or other encumbrances to be placed on any such Vapor Equipment, or on its own Equipment in a Site. If Customer relocates or changes the Site(s) under any Order, Customer will pay all additional installation and related charges associated with such relocation. All Vapor Equipment shall remain the exclusive property of Vapor.

2. Access to Space and Site

Customer shall be responsible for Customer Personnel at all times. Customer shall provide Vapor with a written list of Authorized Users who are the only individuals authorized to have access to Customer's Space and Services and shall keep such list current and accurate. Customer shall also designate one person as the primary account contact and maintain current contact information for the primary account contact in the Edge Portal. Only Authorized Users may schedule access to the Space by placing an access request via the Edge Portal. Vapor also offers expedited onboarding and implementation services for additional fees (see Section 6 below).

In order to access a Site, Customer must comply with the following:

- a.** All visitors at a Site must arrange for access at least 48 hours in advance using the Edge Portal. Access to the Space and the Site is subject to availability on a "first come, first serve" basis as shown in the Edge Portal and may not be available during maintenance windows.
- b.** Access is limited to ground-based access only to Customer's Space and the common areas of the Site. In no event shall Customer or any agent, representative, contractor or invitee of Customer, including without limitation, Customer Personnel, have the right to access any portion of the Site other than the common areas and the Space, nor climb any tower or other structure on the Site. Customer may not prop open any doors or otherwise jeopardize the security of a Site. Customer shall be responsible for any charges resulting from security violations.

- c. All Customer Personnel must carry a valid, government issued photo identification for presentation to Vapor or Vapor's agents, employees or representatives for the duration of their visit. No one may shield his or her face in any manner from the security system.
- d. All Customer Personnel shall comply with applicable local rules and regulations and any recommended health precautions, including wearing appropriate personal protective equipment if requested at such Site.
- e. Customer shall have no right to access, use, operate or store Equipment (including, without limitation fiber, cabling and any other items) in any location other than the Space. If Customer is found in breach of the preceding sentence, then Customer shall be in Default under this Agreement.
- f. Vapor shall retain access to the Space in order to perform the Services, provide Maintenance, in the event of an emergency, or, upon reasonable prior notice to Customer, to show or inspect the Space.
- g. Customer may use the Space and Services only for purposes of maintaining and operating the Equipment in compliance with applicable laws, rules and regulations and Company's security policies.
- h. Customer Personnel may not interfere with the use or operations of the Site or any surrounding areas by Vapor, or any other tenants, customers, or occupants thereof or otherwise impair the functionality, performance or security of the Site or of other tenants.
- i. Vapor may refuse entry to, or require the immediate departure of, any individual who (i) is disruptive or threatening, (ii) has failed to comply with the Agreement, including the AUP, (iii) has failed to comply with any of Vapor's other procedures and requirements, (iv) presents a hazard or security threat to Vapor or its other customers or (v) if the license to the Space granted under the Agreement has been suspended or terminated.

3. Use of Space and Site

Customer shall ensure all Customer Personnel abide by the following rules in connection with its use of the Space and Site:

- a. Customer Personnel shall maintain its Space in an orderly and clean manner and in good repair and condition, satisfactory to Vapor;
- b. Customer Personnel shall keep the Space free of litter, cartons, packing materials or packaging and related items (collectively "waste materials") and shall be responsible for proper disposal of all waste materials. In some locations, waste receptacles may exist and should be used, and in other locations customer will be required to haul waste materials for offsite disposal;
- c. Customer Personnel shall not eat, drink, or smoke while on a Site;
- d. Upon request, Customer Personnel shall maintain a safe social distance from other individuals on the Site and wear appropriate personal protective equipment;
- e. Customer Personnel shall not bring any weapons, alcohol, or drugs within a Site;

- f. Customer Personnel shall not photograph, videotape or film any areas in the Site;
- g. Customer Personnel shall not touch, access, tamper, or interfere with another customer's space or equipment or anything other than the common areas of the Site and Customer's Space;
- h. Customer agrees to safely configure, operate, and maintain its Equipment in the Space. This includes appropriate engineering and design of equipment systems in adherence to manufacturer specifications. Failure to comply with these safety measures can result in an order to remedy or shut down unsafe equipment;
- i. Customer is solely responsible for any connections, wiring, and items inside Customer's Space between the demarcation equipment and Customer's Equipment and shall keep all cables, interconnections, demarcation equipment, and wiring cleanly wrapped and tied together within the Customer's Space;
- j. Customer shall not permit any wiring, interconnections, Customer's demarcation equipment connections or cables to enter any other space outside of Customer's Space;
- k. Customer shall not install any equipment that cannot be securely affixed or bolted into a cabinet or rack in a manner reasonably acceptable to Vapor;
- l. No Equipment specifically designed to emit Radio Frequency (RF) energy is permitted to be installed in the Customer Space or to be operated within the facility without express written consent of Vapor;
- m. All Equipment utilized in the Space must meet Underwriter Laboratory (UL) listing or a similarly recognized governing board;
- n. No soldering or open flames are allowed on a Site, nor any materials containing combustibles or volatile organic compounds (VOCs).

Customer shall not use the Services in such a manner that adversely impacts the integrity of the applicable Service or the ability of any other customer of Vapor to use the Services. Customer may not use any shared system in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system.

Any violation of these Site Policies or any network integrity, infrastructure or configuration problem that, in the sole opinion of Vapor, adversely impacts the Services provided to Customer, or to any other customer of Vapor's or a third party, that is related to Customer's Equipment or use of the Service, whether authorized by Customer or not, may result in the immediate suspension of Service by Vapor until such problem is corrected to the satisfaction of Vapor. If, in Vapor's sole opinion, Customer's Services cannot be reconnected in a secure fashion, Vapor shall have the right to terminate the Agreement and applicable Order(s).

4. Support

Vapor will provide Support to Customer via both telephone and electronic mail on weekdays during the hours of Monday-Friday 7:00am to 7:00pm Central Time, with the exclusion of U.S. Federal Holidays ("**Support Hours**"). Customer may initiate a helpdesk ticket any time via the Edge Portal, by emailing support@vapor.io or by calling 877-208-2767 during Support Hours.

5. Customer Maintenance and On-Site Work

Authorized Users must schedule all maintenance and on-site work via the Edge Portal. Vapor shall provide on-site supervision of all work performed on a Site. All Authorized Users must have a valid and visible photo identification at all times. Anyone found working on a Site without prior authorization will be immediately removed from the premises and the Customer will be held liable for any damages or costs associated with their actions.

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.

Customer shall ensure all Customer Personnel performing work on a Site maintain the highest professional standard of service workmanship and work with great diligence and caution to avoid service interruption to any other customer on the Site. Customer Personnel shall comply at all times with these Policies, as well as any posted safety and security regulations for the Site, and all applicable federal, state, and local laws and regulations. Customer Personnel shall behave in a professional, courteous and safe manner at all times. Customer shall bring its own tools and equipment required for the work.

Customer may request Vapor perform certain remote or smart-hands services, subject to applicable fees. These technical support services may include:

- Pushing a button, toggling a switch, or power cycling equipment;
- Providing visual verification (remote eyes) to assist remote troubleshooting;
- Plugging in a console port for remote Customer management;
- Wiring services such as moving, securing, organizing, tracing, testing or terminating cables;
- Swapping pre-labeled, pre-ejected, removable media;
- Labeling equipment or taking digital photos;
- Diagnostic and signal testing for cross connects;
- Checking and replacing patch leads;
- Checking and replacing patch panel connections;
- Swapping boards/cards;
- Replacement of faulty interface cards (by simply unplugging the "old" card from the interface and plugging in a replacement card provided by Customer);
- Installing, replacing or removing equipment, such as a router/switch card, disk drive, memory, etc;
- Escorting Customer Personnel and visitors while on a Site;
- Other tasks as specifically authorized by Customer and agreed to by Vapor.

The current hourly rate for technical support services is \$225.00, with a one (1) hour minimum, billed in fifteen (15) minute increments after the first hour; hourly rates, minimums and billing increments are all subject to change in Vapor's sole discretion. All technical support services rendered will be billed at Vapor's then-current rate. Customer agrees to allow Vapor access to Customer's Space and Equipment installed there to perform the specific support services requested by Customer. Please see a Vapor sales representative for additional detail.

6. Security

All Sites are designed to be physically secure against unauthorized access. While specific security features may vary by location, Vapor shall secure the perimeter of the Site with a physical locking mechanism and secure the Space with additional security measures to form multiple layers of security, which may include one or more of the following: visitor access authorization and validation via customer administrators and security officers, security mantraps, access card readers, locking cabinets, and video monitoring. A closed circuit television security system is located at the entrance to each Site. ***All Customer Personnel on a Site consent to be monitored by security and recording devices to ensure a safe and secure work environment.*** Vapor shall provide controlled access to the Site and the Space, however, Vapor does not guarantee the security of the Equipment, the Space or Site, and Customer agrees that Vapor will not be liable for any inability, failure or mistake in doing so, unless caused by Vapor's gross negligence or willful misconduct.

Customer agrees to comply with Vapor's privacy and security policies then in effect and any posted rules and regulations on a Site. Customer shall generally use reasonable security precautions while on a Site and in connection with its use of the Services, including appropriately securing and encrypting any personal data or highly sensitive information stored on or transmitted using the Services. Customer shall: (i) notify Vapor immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Services and (ii) use reasonable efforts to immediately stop any unauthorized use or access of the Services of which it becomes aware.

7. Equipment Removal

On the expiration or earlier termination of the applicable Order, Customer shall promptly quit and surrender possession of the Space to Vapor in good order and clean condition, reasonable wear and tear excepted. Customer shall remove from the Space and Site all Equipment (including all wiring and cabling relating thereto, but excluding all cabinets, cages, home run wiring and cross connects) and shall promptly repair at Customer's sole cost, all damage resulting from such removal and shall return the Space to Vapor in the same condition as it was when delivered to Customer, ordinary wear and tear excepted. If Customer fails to remove Customer's Equipment within thirty (30) calendar days of the expiration or termination of the applicable Term, Vapor may, without limiting any other rights or remedies, remove and store the Equipment at Customer's sole expense, or treat it as abandoned and dispose of the Equipment in any manner that Vapor shall elect. In the case of any sale of the Equipment by Company, to the extent permitted by applicable laws, Customer shall not be entitled to receive the proceeds of such sale. Vapor has no duty to preserve or care for any Equipment abandoned or deemed abandoned hereunder, and shall not be liable for any loss or damage caused to Customer or its Equipment or other property resulting from such removal and storage or sale. Customer hereby waives and releases, and indemnifies Vapor with regard to any claims or costs it (or any other party) may have in connection with any such removal, storage or sale.

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