

ELEMENT CRITICAL DATA CENTER POLICIES AND PROCEDURES

Thank you for choosing Element Critical for your colocation needs. This document contains information regarding access to our data centers, security, installation/maintenance guidelines, requests for new services/upgrades, trouble reporting and other items to ensure the safe and efficient operation of your equipment within our data centers.

These Policies and Procedures (“Policies”) are designed to ensure that all Customers and others accessing the Element Critical facilities on their behalf, (collectively, “Customer”), and their property and equipment housed in the facilities are afforded an equivalent level of protection and quality of service. In order to maximize the uniformity and value of these Policies, and in recognition of the evolving nature of the telecommunications and internet industries, Element Critical may update this document from time to time. A copy of these Policies is always available upon request or downloadable at <https://elementcritical.com/policiesandprocedures/>.

In its underlying Master Services Agreement (the “Agreement”), Element Critical asks all customers, their employees, agents, invitees, and guests to abide by these Policies. Element Critical reserves the right to enforce these Policies through denial of additional services and/or access to Element Critical premises and, in extreme cases, termination of the underlying Agreement.

For consistency, capitalized terms used but not defined herein shall have the respective meaning given to them in the Agreement.

Element Critical looks forward to providing you with world-class service and support!

Effective Date: April 1, 2023

Updates Since Prior Version:

- General Document Clean-Up
- Incorporated Data Center Rules in Section 5(a) & Attachment 1
- Updated Air Flow Management Requirements in Section 6(k)
- Clarified Use of Extension Cords in Section 7(e)



1. ELEMENT CRITICAL CONTACTS

Element Critical Contacts	Contact Information
Sales	sales@elementcritical.com
Billing	billing@elementcritical.com 7990 Quantum Drive, Vienna, VA 22182
Technical Support (excluding HOU1)	support@elementcritical.com phone: 888.298.5375 portal: Support Ticket Portal
Technical Support HOU1	ticket.houston@skyboxdatacenters.com phone: 832.916.3200 portal: Support Ticket Portal
Element Critical Corporate	corporate@elementcritical.com phone: 855.234.6493

2. CUSTOMER CONTACTS

Customer must designate one or more contacts for Element Critical's use in the event of an emergency or otherwise as needed by Element Critical. The contact(s) should include both an email address and telephone number and should be accessible 24 hours a day, 365 days per year. It is recommended that at least one contact be familiar with Customer's data center space and equipment.

3. PARKING

Parking is available 24x7x365 at all Element Critical Data Centers for customers and their vendors. The chart below outlines parking arrangements at each Element Critical Data Center.

Site Code	Site Address	Parking Options
AUS1	8025 North Interstate Hwy 35 Austin, TX 78753	All available customer and visitor parking in front and around the building unless otherwise marked by signage or other designation.
CH1	711 N Edgewood Ave Wood Dale, IL 60191	All available customer and visitor parking in front and around the building unless otherwise marked by signage or other designation.
CH2	341 Haynes Drive Wood Dale, IL 60191	All available customer and visitor parking in front and around the building unless otherwise marked by signage or other designation.

HOU1	22000 Franz Rd, Katy, TX 77449	All available customer and visitor parking in front and around the building unless otherwise marked by signage or other designation.
SV1	1360 Kifer Road, Sunnyvale, CA 94086	All available customer and visitor parking in front and around the building unless otherwise marked by signage or other designation.
VA1	7990 Quantum Drive Vienna, VA 22182	All available customer and visitor parking including the parking garage unless otherwise marked by signage or other designation.

4. ACCESS

Subject to the terms of the Agreement and these Policies, Customer will have access to the data center in which the Services are provided (“**Data Center**”), 24 hours a day, 365 days per year.

Customer must create and deliver to Element Critical an approved access list for the Data Center. Customer must notify Element Critical of any changes to such list and any such notice will be effective one (1) day after receipt by Element Critical. Maintaining the Customer contacts and their associated access rights is the sole responsibility of the Customer. Element Critical is not responsible for any errors on such list.

Temporary access may be granted by an authorized Customer personnel to other parties (internal or external) on an ad-hoc basis to support specific projects or tasks. Temporary access requests must be made by opening a support ticket containing the following information:

- a) Access start and end date/time
- b) Full name
- c) Company name
- d) Contact number
- e) Assigned project/ task

Element Critical reserves the right to deny access to anyone representing or purporting to represent the Client in lieu of proper validation of the person(s) from the authorized Client staff or agent.

All personnel requesting access must sign in with security before accessing other areas of the facility. All entrants are required to provide a government-issued photo ID (driver’s license or passport) for identity verification prior to entering the Data Center.

Customer may not attempt to gain fraudulent or unauthorized access to the Data Center. Each person who enters and exits the Data Center must use the designated secure ingress/egress points.

All visitors will require an escort in mission critical areas of the Data Center including all areas of the Data Center where any customer equipment is located, operated, or stored and where Element Critical maintains and/or stores any equipment that supports the Data Center power and cooling. No visitors should be unaccompanied within the facility other than in common areas outside of the mission critical access spaces.

All visitors will receive and must always display a visitor’s badge when visiting the Data Center.

Upon Customer’s entry into the Data Center, Element Critical personnel may, in their sole discretion, question, interact, validate, and/ or accompany Customer inside the Data Center, and remain with Customer for the entire time that Customer is in the Data Center.

Element Critical reserves the right to restrict any area of the Data Center including customer deployment spaces and common areas at any time, including when another customer is in such area.

In the event of an emergency or emergency drill at the Data Center, Customer will be required to follow instructions including a requirement to exit the facility, given by the on-site Data Center manager or Element Critical designee. Element Critical, in its sole discretion, reserves the right to restrict access to the Data Center or areas of the Data Center after an emergency condition has passed until deemed properly safe and accessible.

Element Critical reserves the right to deny Data Center access to anyone who (i) is not on Customer's approved access list, (ii) does not have a business purpose at the Data Center, and/or (iii) in Element Critical's judgment, is under the influence of alcohol or drugs or who poses a risk to persons or property in the Data Center.

Element Critical may access Customer's Data Center space (i) at Customer's request to perform Remote Hands Services or other services for Customer; (ii) as needed, to perform maintenance; (iii) as needed, to provide Services to other customers in the Data Center; (iv) during an emergency; (v) as required by the owner of the Data Center or Data Center property; or (vi) as otherwise permitted under Customer's Agreement. Customer will, if practicable, receive advance notice from Element Critical and have an opportunity to be present at the time of such access. Element Critical may also provide access to Customer's Data Center space in connection with any warrant or court order.

Customer must have a valid insurance certificate on file with Element Critical for any Customer personnel to access the Data Center.

Customer acknowledges that Element Critical may collect biometric data and other personally identifiable information about individuals accessing the Data Center for Element Critical's access control systems. Element Critical may deny access to the Data Center to any person who fails or refuses to provide reasonable documentation required by Element Critical in connection with any applicable laws relating to collection of biometric data or personally identifiable information.

5. GENERAL USE

Customer's use of the Data Center is limited to configuring, providing, placing, installing, upgrading, adding, maintaining, repairing, and operating Customer's equipment in a safe and lawful manner, in compliance with good industry practice, and in accordance with Element Critical's guidelines. Customers should not access, tamper with, damage, adjust, repair, or otherwise interfere with the equipment, property, or services of Element Critical or any other customers, vendors, contractors, or other parties within the Data Center facility.

- a) Customers must comply with all applicable laws, policies, and regulations in their use of the Services and the Data Center, including the Element Critical Data Center Rules posted at each site and included as Attachment 1.
- b) All persons understand and agree, during their visit to an Element Critical facility, they may come in contact with confidential and proprietary information about Element Critical business, including the facility, Clients, and processes of Element Critical. Each person acknowledges all information and discussions taking place during their visit to the facility are confidential and further agree they will not disclose to any person or company, any information regarding the facility, including the Data Center configuration, any Clients that may be using the facility and/or any other information regarding the facility or the business practices and processes of Element Critical. Further, all persons acknowledge the use of any voice recording devices or photographic devices is strictly prohibited unless approved in advance by Element Critical, LLC.
- c) Customers have full responsibility and liability for all acts, omissions, and/or conduct of Customer's vendors, contractors, or other Customer authorized parties. All acts, omissions, and/or conduct by

such parties will be attributed to Customer for all purposes. Without limiting the foregoing, Customer is responsible and must ensure that Customer's vendors, contractors, or other Customer authorized parties do not take any actions that Customer is prohibited from taking under the Policies.

- d) Customers should maintain the Data Center space in a neat and orderly manner and in good repair and condition less reasonable wear and tear. Customers should not litter, obstruct walkways, driveways, stairs, or common areas, or create nuisances or disturbances in or around the Data Center. Absolutely no paper-based and/or combustible products or materials may reside within the customer space at any time and Element Critical reserves the right to enter the Customer space to remediate any infractions immediately.
- e) Use of Element Critical tools and equipment including but not limited to ladders, stands, and tile pullers is not allowed except after explicit permission from the Data Center manager.
- f) Customers should immediately notify Element Critical of any damage or risk of damage to the Data Center or any equipment or property of any person within the facility.
- g) Customers are expected to behave in a professional manner within the Data Center and on the surrounding property. Customer's personnel shall not consume alcohol or illegal or recreational drugs on property. Customers who arrive under the influence of alcohol, illegal drugs or controlled substances may be refused entry. Engaging in hostile acts or physical contact, physical or verbal intimidation, or violence or any other actions that are threatening, hostile or disruptive in nature is prohibited. Possession of any weapon, even with a valid permit, is also prohibited.
- h) Customers may not eat, drink, or use tobacco products or vaping devices (including e- cigarettes) within the Data Centers except within areas designated by Element Critical for such purposes. Food, liquids, and tobacco products are strictly prohibited within the Data Center data halls.
- i) Proper attire is required in the Data Center. Shirts and close-toed shoes must be worn at all times.
- j) Customers may not use cameras or other recording devices inside the Data Center. Customers may request permission to place cameras within their own cabinet or cage for monitoring that cabinet or cage. Element Critical reserves the right to approve or deny any request to use or place a camera in the Data Center.

6. USE OF DATA CENTER SPACE AND EQUIPMENT

Customers are required to ensure equipment will be installed, operated, maintained, and repaired in compliance with all applicable laws, safety codes and Element Critical guidelines. In some cases, the physical dimensions of a Customer's cabinet or cage may differ between locations if the Customer deploys within multiple Element Critical Data Center spaces and/or sites. Space allocations may be adjusted within a facility depending on the location of the space within the facility, the power density of the Services provisioned in a cage or cabinet environment, or as agreed upon between the Customer and Element Critical in a Sales Order.

- a) Except as otherwise approved by Element Critical Data Center Operations in advance, unboxing of equipment must take place outside the Data Center data halls in areas designated for those activities. No cardboard boxes, paper or packing materials including plastic wraps, bubble wraps, Styrofoam, and other plastic foams, are allowed on the Data Center floor or in the data halls at any time and under any circumstance. Please consult with the local Data Center Operations team with

any questions, clarifications and/or concerns.

- b) Customer's equipment must be securely installed in the cabinets or racks and neatly maintained so as not to touch or interfere with the operation of any other customer environments, common areas or Element Critical infrastructure. Customer equipment should not be stacked or resting on other equipment or installed or positioned in such a way that is inconsistent with the contracted deployment of infrastructure in the defined Customer space.
- c) Customer's equipment should be operated, maintained, and repaired in compliance with applicable safety codes, law, manufacturer specifications and product safety agency listings.
- d) Customer's equipment must be mounted with the hardware's air intake facing the "cold aisle" and the exhaust directing hot air into the "hot aisle" in keeping with the Data Center's hot aisle/cold aisle configuration, unless otherwise specified within the Service Order. Failure to correctly orient equipment may result in voiding environmental SLAs or additional fees and service termination if other customers are impacted. Please consult the Data Center Operations team for equipment that is too large to install into a cabinet.
- e) Element Critical may require Customer to remove any equipment from the Data Center that, in Element Critical's sole discretion, creates a risk to safety or to the operations of the Data Center or unreasonably interferes with another customer of the Data Center.
- f) Customer may not operate any machinery requiring a permit within the Data Center unless agreed-upon by Element Critical in writing and in conjunction with a written scope of work pertaining to a single specific project requiring such work. All work that is performed in the Data Center must be cleaned and restored to original condition prior to leaving that area.
- g) Customers may not adjust air and humidistat control systems in the Data Center.
- h) Customers should not use the Data Center as an office except where Customer is specifically purchasing office space from Element Critical or as agreed upon and designated by Element Critical. Furniture, including file cabinets, chairs, and desks, are prohibited in the data halls, unless authorized and agreed-upon by Element Critical in the Service Order.
- i) Boxes, packing materials and other loose debris should be removed from cages and open floor areas when work is complete and may only reside within the Data Center with the express consent of Element Critical prior to movement of materials. Element Critical will provide dedicated unboxing, staging, and burn-in areas in the facility to separate all infrastructure away from packing materials prior to migration to the Customer Data Center space(s). Combustible materials may not remain in the data halls at any time.
- j) All Customer equipment and cabling must be installed in a neat and orderly manner. Labels for all equipment and cables are required with labeling for mission critical equipment to aid Element Critical in remote hands queries and requests. Customer's equipment and/or personal property should be stored in such a way as to not impede air flow.
- k) Element Critical requires air management products, including but not limited to blanking panels, brushes, chimneys (vertical exhaust ducts), containment and grommets. All unused rack units must be blanked by the Customer; unused Customer cabinets or racks must be fully blanked. To avoid any reduction in Services, adverse effects on other customers or SLA liability, Customer will use such air management products as directed by Element Critical or as defined in these Policies or Sales Order.

- l) Overheating of equipment due to localized poor airflow resulting from poor cabling or improper equipment placement is not covered by the Element Critical SLA. Element Critical reserves the right to provide recommendations to the Customer to improve challenged cable management and will require remediation of any cable installation violating any national or local code regulations. When required by Element Critical to avoid any reduction in Services, adverse effects on other customers or SLA liability, Customer will use such cable management as directed by Element Critical.
- m) Element Critical reserves the right to remove any prohibited items or trash from Customer's space within the Data Center at any time. Customer will be responsible for Remote Hands Service charges and all other costs incurred in the removal and/or disposal of prohibited items or trash.
- n) Customer may not install any physical or wireless interconnections within a Data Center that (i) leaves Customer's cabinet or cage or (ii) connects Customer to another Element Critical customer (collectively "**Cross Connects**"). All Cross Connects must be installed by Element Critical. Cross Connects installed by any party other than Element Critical are not covered by the Element Critical SLA. Customer's may install interconnecting cables within their licensed space but may not use ladder rack infrastructure running through common areas in the Data Center for this purpose.
- o) Element Critical is not responsible for any electronic interference that may occur with respect to Customer's use of wireless networking or communications equipment.
- p) Except otherwise mentioned herein or elsewhere in the Agreement, Element Critical will not touch, maintain, use, upgrade, repair or operate Customer's equipment, except in an emergency, or where explicitly or implicitly authorized by Customer's use of Remote Hands Services.
- q) If any mechanic's lien or other lien shall be filed against the Data Center or any portion thereof, or any property of Element Critical, or any improvement thereon, by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the benefit of Customer, Customer shall, within twenty (20) days after the filing of the lien, either pay such lien so that the same is discharged or cause the same to be bonded off in the manner provided by applicable laws. Customer shall also defend on behalf of Element Critical, at Customer's sole cost and expense, any action, suit, or proceeding which may be brought for the enforcement of any such lien, and Customer shall pay any damage and discharge any judgment entered thereon.

7. USE OF DATA CENTER POWER

Element Critical Data Center facilities are designed to provide power configurations while maintaining sufficient levels of redundancy to ensure availability of the Services at all times. Element Critical's standard power offering includes (i) redundant circuits (ii) backed by uninterruptable power supply and generator systems supported by Element Critical. Any deployment that does not include both above elements is considered non-standard and unless otherwise specified by a Customer's Agreement, will not be eligible for Service Level Credits.

- a) Unless the customer order specifically states otherwise, all new power installations will be energized at the time of delivery.
- b) By National Electric Code, Customers may not draw more than 80% of a circuit's identified breaker rating. Breakers with loads in excess of 80% are prone to unexpected failure. Customers who have circuits drawing in excess of 80% may be subject to additional charges, asked to load balance or remove equipment from within their cabinet and/or have their power disconnected until the

situation can be remedied.

- c) Except as described below relative to load sharing, redundant circuits should have no power draw during normal usage. Customer's choosing to load share must ensure that the total electrical load will not exceed the capacity of one of the power circuits in the pair. For example: A customer using a 20A 120V primary and redundant circuit pair may draw a maximum of 16 amps on the pair. Customer's utilizing more than 80% of the amperage available on one of the power circuits in a load sharing scenario may experience service outages should the primary circuit fail and attempt to shed its load to the redundant circuit, voiding any SLA credit consideration or eligibility should a service interruption occur.
- d) Unless otherwise specifically noted otherwise, Element Critical does not supply power strips for any power circuits. Customer-supplied power strips must meet local building and fire codes and be UL-listed and approved. Element Critical reserves the right to prohibit or disconnect any power strip deemed unsafe.
- e) Customers may not "daisy-chain" power strips together or use extension cords in the data hall. Circuit splitters are also not permitted. Element Critical will not provide Service Credits for failures resulting from power circuits in these configurations and further, may disconnect equipment that is improperly connected.
- f) Use of a Customer provided UPS systems, of any kind, requires preapproval by Element Critical Data Center Operations. Customers should contact Technical Support and provide all equipment specifications for approval before plugging any UPS device into an outlet within the Data Center.
- g) Customers may not plug equipment into any electrical outlets not specifically contracted for their use.
- h) Customers may not plug equipment into any electrical outlets or power sources located in adjoining racks/cabinets or outlets other than the one(s) installed or designated for the specific rack/cabinet.
- i) Customers should not plug power tools, televisions, radios etc. into Data Center power outlets. Equipment damage may result as these outlets are UPS-fed and are not designed to handle this type of equipment. Only pre-approved, provisioned, and contracted convenience outlets can provide power for devices not designated as in-rack IT infrastructure equipment. Please contact the Data Center Operations staff for assistance, questions, or concerns.

8. MEET ME ROOM

Carriers or Customers requiring access to Element Critical Meet-Me-Rooms must comply with the Element Critical Meet Me Room Policies and Procedures found in the Element Critical Data Center Policies and Procedures Rider posted online at www.elementcritical.com/mmrpoliciesandprocedures. Please contact the Data Center Operations staff to assist you if you have questions or concerns.

9. SHIPPING AND RECEIVING

Customer will comply with the shipping and receiving policies in effect at the Data Center. Due to variations in the size of some loading dock entrances, customers, vendors, and shipping companies should verify site-specific restrictions prior to shipment. Shipments of unusually large quantity, size or weight may require advance notification and/or special handling, processing, or storage. Additional costs may apply for after-hours delivery and/or additional trash removal at some locations. Please contact the Element Critical Data Center Operations

Team with any questions you may have regarding shipping or after-hour deliveries.

Data Center Specific Shipping and Receiving Information:

Site Code	Site Address	Hours of Operation	Facility Specific Information
AUS1	8025 North Interstate Hwy 35 Austin, TX 78753	Monday – Friday 8:00am-5:00pm CST After hours and weekends by appointment only	No height or length limits for trucks Doorways to data halls are 8’ in height
CH1	711 N Edgewood Ave Wood Dale, IL 60191	Monday – Friday 8:00am-5:00pm CST After hours and weekends by appointment only	No height or length limits for trucks Doorways to data halls are 6’10” in height
CH2	341 Haynes Drive Wood Dale, IL 60191	Monday – Friday 8:00am-5:00pm CST After hours and weekends by appointment only	No height or length limits for trucks Doorways to data halls are 6’10” in height
HOU1	22000 Franz Rd, Katy, TX 77449	Monday – Friday 8:00am-5:00pm CST After hours and weekends by appointment only	No height or length limits for trucks Doorways to data halls are 8’ in height
SV1	1360 Kifer Road, Sunnyvale, CA 94086	Monday – Friday 8:00am-5:00pm PST After hours and weekends by appointment only	No height or length limits for trucks Doorways to data halls are 6’10” in height
VA1	7990 Quantum Drive Vienna, VA 22182	Monday – Friday 8:00am-5:00pm EST After hours and weekends by appointment only	No height or length limits for trucks Doorways to data halls are 6’10” in height

- a) Customers may make pre-approved arrangements to have freight or packages sent or received 24 hours a day, 7 days per week. Customers must notify Element Critical of all shipment requests a minimum of 24 hours’ notice prior to inbound shipment.
- b) All shipments requiring loading dock access require shipment-specific information and at least 24-hour notification to Element Critical staff via a support ticket. Any shipment not properly noticed with accurate shipment information may result in delays or refusal of access to the loading dock.
- c) If prior notification and/or proper vendor and shipper information has not been received, Element Critical personnel may not accept the shipment. Element Critical reserves the right to return the shipment back to the “shipped from” address, at Customer’s expense.
- d) Customer will ensure that a ticket is entered for all shipments to and from the Data Center and that all shipments are clearly labeled “Element Critical, c/o <company name and/or identifier of Customer>”. Except as noted, Customer will not list Element Critical as a recipient of any shipment or

identify Element Critical as a recipient to any shipping carrier unless previously arranged and agreed-upon in writing (via ticket or email) from authorized Element Critical staff. Unidentified packages or packages that list Element Critical as the recipient may be rejected.

- e) For outbound shipments, Element Critical must be notified of what shipping company will be picking up the shipment. This notification will provide Element Critical with the authority to release the shipment to the designated shipping company and also serves as a security measure to ensure that the proper personnel are provided access to the Data Center. Element Critical reserves the right to assess, review, and evaluate all outbound shipments including verification of shipment contents prior to pick up from the Data Center or office site.
- f) The following informational items should be included in the support ticket request:
 - 1) Order/Purchase Number (appearing on the packing slip)
 - 2) Site Code Destination
 - 3) Supplier company
 - 4) Manufacturer company
 - 5) Shipping company
 - 6) Tracking Info
 - 7) Number of pieces
 - 8) Approximate size/weight
 - 9) Approximate ETA
 - 10) Approximate time of storage
 - 11) Client contact info
- g) Shipments should be labeled and identified as "in-house" or "inside delivery".
- h) Element Critical reserves the right to visually and/or physically inspect all shipments to or from the Data Center when such shipments arrive at the shipping/receiving area. Packages that are noticeably damaged will not be received and be refused/returned to sender.
- i) Shipments containing liquids, combustibles and any restricted, toxic, or hazardous materials are prohibited, and, to the extent Element Critical is aware of the contents of such shipments, will not be accepted at any time.
- j) Customer is responsible for all duties, charges, fees, taxes, and customs requirements associated with shipments. Element Critical will not be involved in any monetary transaction between shipper and customer, such as money orders, cash, CODs, etc. For these types of situations, Customer must be onsite to handle transactions in person.
- k) Customer is responsible for moving its shipments from the shipping/receiving area to its cage and/or cabinet and from its cage and/or cabinet to the shipping/receiving area unless previously arranged and agreed-upon in writing (support ticket and/or email) by authorized Element Critical staff. Element Critical may perform this work at Customer's request or as necessary to maintain the Data Center. Additional fees may apply.
- l) Element Critical is not responsible for and specifically disclaims any direct damages resulting from any missing shipments or damage to Customer's equipment which may occur during the packaging and/or shipment of such equipment.

Element Critical reserves the right to refuse shipment delivery at any time for any reason and can instruct the shipping company to return the shipment. Refusal of shipment is not limited to any of the policies mentioned

previously.

10. STORAGE

Storage for packages is available on a short-term basis only unless otherwise specified in the Service Order or by agreement between the Customer and Element Critical in a Sales Order. Element Critical may be able to accommodate some packages for an extended duration, however, Customers should make arrangements for long term storage. If the equipment storage time extends beyond a reasonable period, Element Critical will notify the Client of the need to move the shipment to another area of the facility and/or determine another storage solution potentially involving monthly charges. Element Critical shall not be responsible for any shipments or equipment determined to be missing or damaged.

- a) Element Critical will store any packages received in a secure area.
- b) Unless otherwise agreed to in writing, if the customer has not retrieved their shipment from the storage area within thirty (30) calendar days, in Element Critical's sole discretion, the shipment may be returned to the "shipped from" address at customer's expense or Customer will be charged a storage fee. Storage fees accrue daily.
- c) Customers are responsible for moving their shipments from the storage area to their cabinet or cage space unless otherwise scheduled via an email or ticket in the Element Critical Customer Portal and agreed by the Element Critical operations team or detailed in a Sales Order.
- d) Customer is responsible for the disposal of all trash materials. Designated on-site trash disposal areas are available for customer use. Cardboard and packing materials are a fire hazard and may not be stored in Customer's cages or cabinets.
- e) Element Critical may supply moving equipment for the customer's use but such equipment, where available, is on a first come, first served basis, and provides no warranties and/or Service Level Agreements involving quality of service. Customer assumes all risks involved with the use of any Element Critical equipment and infrastructure for personal use including when provided authorization to use such items.
- f) If Customer needs Element Critical to move equipment, unpack the shipments and/or dispose packing materials, Customer may do so by using Element Critical Remote Hands Services. Additional fees may apply if not otherwise addressed within a valid Service Order.

11. EMERGENCY PROCEDURES

In the event of an emergency, Customers should take all warning signals seriously. When contacting Element Critical about an emergency, please provide as much detail as possible about the situation. Each Element Critical Operations and Security staff member possesses incident response training with skill review classes held annually. Information on evacuation guidelines and safe locations are available at each data center and will be provided to and discussed with Customers on site during the installation process.

Fire extinguishers are provided in the Data Center areas. Fire extinguishers should be used with discretion.

- a) Fire Evacuation Procedures
 - a) When a fire alarm is activated, all Customers should proceed to the nearest stairwell/exit and follow all evacuation guidelines, not attempting to return to the facility until provided further

- instructions by building security. Do not attempt to use the elevators during an emergency in a multi-floor facility.
- b) If evacuation of the building is required, Customer should proceed to a safe location away from the building.
 - c) Only after an "all clear" is given by both the fire department and building security, may Customers reenter the building.
- b) Severe Weather Procedures
- a) In the event of a tornado or if severe storms are in the immediate area, Customers are asked to move to a central location in the building or as directed by building security.
 - b) Element Critical management and security will monitor weather conditions and advise Customers when it is safe to resume normal operations.
- c) Earthquake Procedures
- a) In the event of an earthquake customers shall seek protection at the nearest location of secure coverage including doorways and under any suitable table. If within proximity to an outside door egress pathway in a single-story facility, Customers should proceed in an orderly manner outside to the designated "safe spaces".
 - b) Neither the Customer or Element Critical staff shall proceed to any outside space or area other than the designated "safe spaces". Element Critical does not certify or make any representation about the safety of these spaces and assumes no responsibility or liability for risks incurred at such locations. Example: A Customer seeking refuge in the generator yard does at the express and sole understanding of real and potential risks during an earthquake in such space(s).
 - c) Element Critical management and security will monitor all earthquake conditions and advise Customers when it is safe to re-enter the facility and resume normal operations.
- d) Emergency Medical Procedures
- a) In the event of a medical emergency Element Critical will notify non-impacted Customers on an as-needed basis regarding any changes to process and procedure.
 - b) If a medical event involves the Customer, a Customer representative, or another individual involving the Customer and Element Critical does not identifiably act as the first reporter/responder, Element Critical requests the Customer notify Element Critical security immediately and, in the event of an emergency warranting immediate notification of public Emergency Medical Services (EMS), the Customer shall dial 911.
 - c) Element Critical provides identifiable access to medical triage equipment including defibrillator devices available throughout the facility. Access of any device or kit will notify the Element Critical Security and Operations staff.
- e) Hazardous Materials Incident Procedures
- a) In the event of a hazardous materials event Customer shall notify Element Critical staff immediately and not attempt to contain, clean, or otherwise engage with the materials or scene.
 - b) If Element Critical identifies a hazardous materials incident, Element Critical staff will provide direction and notifications including any evacuation, quarantining, and other site-access limitations during and after the event
 - c) Under no circumstances shall the Customer notify any other parties of a perceived or real hazardous materials incident other than Element Critical staff.
 - d) Customers needing medical attention should follow the Emergency Medical Procedures in 11(d).

For additional information regarding all Element Critical Data Centers, products and services visit www.elementcritical.com.