DATA CENTER TELECOMMUNICATIONS ACCESS POLICY

This DATA CENTER TELECOMMUNICATIONS ACCESS POLICY (the "Policy") sets forth the terms and conditions under which carriers, telecommunications providers, and other third parties (collectively, "Licensees") may access and use ark data centers' facilities (collectively, the "Facilities") across all ark data centers locations (collectively, "ark," "we," "us," or "our"). By entering any ark Facility or installing any equipment therein, Licensee agrees to be bound by this Policy. This Policy is incorporated by reference into all legal agreements between ark and any Licensee and applies to all access and installations unless otherwise stated in writing by ark.

POLICY

1. Purpose and Scope

a. **Purpose.** ark owns and operates data center Facilities and agrees to allow carriers and telecommunications service providers the right to install, maintain, and operate certain equipment (defined below) for the purpose of providing telecommunications or related services to ark and/or its clients within our Facilities conditioned upon the following terms and conditions:

b. **Scope.**

i. Access to and use of designated conduit or riser spaces, pathways, and equipment rooms or racks ("Space").

ii. The installation, operation, maintenance, repair, and removal of equipment by Licensees within ark Facilities.

c. **Nature of Policy.** This Policy creates a revocable, non-exclusive license to access and use portions of our Facilities for the "Permitted Use" (defined below). Nothing herein grants Licensee any tenancy, leasehold, or other real property interest in any ark Facility. Licensees acknowledge and agree that no landlord-tenant relationship is created by this Policy.

2. **Definitions**. For purposes of this Policy, the following terms shall have the meanings set forth below. Other capitalized terms are defined throughout this Policy:

a. "Facilities" or "ark Facilities": Any data center facility owned or operated by ark Data Centers, LLC (an Iowa limited liability company) or its affiliates.

b. "Equipment": Telecommunications-related hardware, cabling, racks, or other gear that Licensee installs within a Facility, as approved in advance by ark.

c. "Conduit" shall mean Licensee's conduit, innerduct, cables and ancillary equipment.

d. "Space": Any location or pathway within or around a Facility that ark, in its sole discretion, designates for Licensee's use. Space may include areas for Equipment installation and conduit runs.

e. "Permitted Use": The installation, operation, maintenance, repair, and replacement of Licensee's Equipment and Conduit solely to provide telecommunications or related services authorized by Licensee's governing regulatory authority (e.g., state public utilities commission or the FCC) to ark's customers or ark's Facilities, subject to this Policy.

3. <u>Grant of License and Non–Exclusivity</u>.

a. Grant. Subject to this Policy and ark's advanced approval of any Equipment installed by licensee, ark grants Licensee a revocable, non–exclusive license ("License") to:

i. Access and use designated Space within the Facilities for the Permitted Use.

ii. Install, operate, and maintain Equipment and Conduit, only as approved in advance by ark.

b. No Real Property Interest. This License is not an interest in real estate and does not create a lease. ark reserves the right to grant similar or overlapping licenses to others at its sole discretion.

c. Revocation. ark may revoke or suspend the License if Licensee fails to comply with this Policy, any other agreement with ark, or any applicable law or regulation.

4. <u>Term and Removal</u>.

a. Term. Unless otherwise stated in a separate master services agreement or order form referencing this Policy, the License is effective from the date Licensee first accesses any ark Facility or installs Equipment thereunder, and continues until terminated by either party in accordance with this Policy or a relevant master agreement.

b. Removal of Equipment. Upon termination or expiration of the License:

i. Licensee shall, at its sole cost, remove all Equipment and any Conduit ark requires Licensee to remove, in a neat and workmanlike manner, and restore the Space to its original condition (reasonable wear and tear excepted).

ii. If Licensee fails to do so, ark may remove and dispose of Licensee's property at Licensee's expense, without liability for any resulting damage or loss.

5. Fees and Charges.

a. License Fees. Any License fees, installation fees, or recurring charges ("Fees") associated with Licensee's access to or use of the Facilities will be set forth in the applicable agreement, order form, or pricing schedule referencing this Policy. All such Fees must be paid in full and on time as required.

b. Late Payments. Late payments may be subject to service charges or interest as specified in the applicable agreement.

c. Taxes and Assessments. Licensee shall pay all applicable taxes, fees, or assessments arising from its use of the Facilities or relating to Licensee's Equipment or services (including sales tax, use tax, or property tax on Licensee's Equipment). Licensee is not liable for taxes on ark's income.

6. Location and Relocation.

a. Designation of Space. ark shall, in its sole discretion, designate where and how Licensee may install Equipment or Conduit. Licensee shall have no right to choose or alter the designated Space without ark's prior written approval.

b. Relocation by ark. ark may require Licensee to relocate or adjust its Equipment or Conduit within a Facility upon written notice:

i. ark will provide a comparable alternative space (if required for ongoing services).

ii. ark will cooperate with Licensee to minimize service disruptions.

iii. If relocation is required for ark's safety, operational, or commercial reasons, ark will use reasonable efforts to accommodate Licensee's technical requirements.

iv. ark may, but is not obligated to, cover relocation costs if it is purely for ark's convenience and not prompted by Licensee's noncompliance, safety issues, or operational conflicts.

v. Licensee shall relocate any Equipment required by ark, in its sole discretion, with five (5) business days. If any Licensee Equipment is not relocated timely, ark may in its sole discretion relocate or remove such Equipment at Licensee's cost. ark shall not be liable for any damage to Equipment not relocated timely.

7. Construction, Installation and Maintenance.

a. Generally. Licensee shall install, construct and maintain the Equipment and Conduit within the Space and shall perform all work with respect thereto at its sole cost and expense. All installation, maintenance and operations by Licensee shall be performed in compliance with applicable laws and ordinances and Licensor's rules, regulations and construction procedures, a copy of which will be provided upon request, and Licensor shall have reasonable approval of Licensee's contractors and subcontractors.

b. Plans and Approvals. Prior to installing any Equipment or Conduit, Licensee shall submit plans, drawings, or specifications to ark for written approval. ark may withhold or condition approval at its reasonable discretion to ensure compliance with:

i. Applicable building codes, laws, regulations, and

ii. ark's design, aesthetic, or operational requirements.

c. Permits and Compliance. Licensee, at its sole expense, is responsible for obtaining all required licenses, permits, and regulatory approvals to provide telecommunications services and to install/operate its Equipment. Licensee shall comply with all applicable laws, codes, and ark's then–current standards for data center construction.

d. No Damage or Interference. Licensee's Equipment or activities shall not:

i. Damage ark's Facilities or property.

ii. Interfere with ark's operations, Facility systems, security, or other clients.

iii. Cause electromagnetic, physical, or other forms of interference.

If Licensee's Equipment or activities cause damage or interference, Licensee shall promptly correct or remove the cause at its own expense. ark may suspend Licensee's access until such interference is resolved.

e. Maintenance. Licensee shall maintain its Equipment and Conduit in safe operating condition that meets industry standards and does not pose risk to ark's Facilities or other clients.

8. **Access and Security**.

a. Licensor agrees that Licensee's Authorized Personnel shall have access to the Equipment Space twenty–four (24) hours per day, seven (7) days per week for the purposes of installing, maintaining, operating and repairing Licensee's Equipment, and Licensor further agrees to give Licensee reasonable ingress and egress to the Conduit Spaces during the term of this Agreement, subject in each instance to the reasonable security requirements and rules and regulations from time to time in effect at the Property, and without interference to, all occupancy rights of tenants of the Building. Licensee agrees to comply with such requirements, rules and regulations and shall cause its Authorized Personnel to do so. Licensee shall not be entitled to access any tenant space without express authorization from Licensor and such tenant. Licensor shall provide Licensee with ten (10) days prior notice of changes in access rules and regulations.

b. Authorized Personnel. Licensee's employees or properly authorized contractors ("Authorized Personnel") may access the Space solely for the Permitted Use and only in accordance with ark's security protocols. Licensee must ensure all Authorized Personnel follow Facility rules at all times.

c. Badge and Credentialing Requirements. ark may issue credentials or access badges to Licensee's Authorized Personnel. Licensee is responsible for:

i. Immediate deactivation and reporting of any lost or stolen credentials.

ii. Payment of any associated fees for badges, replacement badges, or security escort services.

iii. Ensuring that only Authorized Personnel use Licensee's credentials.

d. Advance Notice. Licensee shall provide ark reasonable prior notice (in accordance with ark's then-current access procedures) when Licensee or its contractors require entry to any restricted areas. ark may, at its discretion, require a security escort (billed at applicable rates) or impose additional security requirements.

e. Emergency Access. In emergencies (e.g., outage events) that threaten operations or safety, Licensee shall coordinate with ark to gain expedited access to its Equipment. ark will make reasonable efforts to accommodate Licensee's emergency requests in accordance with ark's security protocols.

9. Interference and Operational Control.

a. Prohibition on Interference. Licensee shall not cause or permit radio frequency, electromagnetic, physical, or other interference with any:

i. ark systems or operations,

ii. Other clients' equipment,

iii. Common data center services (e.g., HVAC, UPS, generators, telecommunications cross-connects, or cable management), or

iv. Rooftop or wireless equipment (unless specifically permitted in a separate writing).

b. Remedies. If interference occurs:

i. ark may require Licensee to shut down and/or power off its Equipment until the interference is corrected.

ii. Licensee shall promptly eliminate interference at its sole cost.

iii. Failure to correct interference within a reasonable period may result in termination of Licensee's access and revocation of the License.

10. Utilities and Power.

a. Power. Licensee shall be responsible for its own power usage, including any fees for cross-connect power feeds, usage-based charges, or separate power metering. If ark provides shared power or uninterruptible power supply (UPS) feeds, Licensee shall pay for such services as invoiced or as defined in any separate agreement.

b. Backup Power. ark may offer backup power systems for general data center redundancy, but makes no guarantee of availability to Licensee. Licensee is responsible for providing any dedicated backup or emergency power equipment it requires, subject to ark's approval.

c. Cooling Requirements. Licensee shall not generate excess heat beyond standard or agreed-upon thresholds without prior written approval from ark. If Licensee's Equipment requires special or additional cooling, Licensee may be required to install or pay for supplemental cooling solutions, as approved by ark.

11. **Marketing to ark Clients**.

a. Restrictions. Licensee shall not directly solicit or approach ark's clients within the Facility without the client's prior consent and ark's prior written approval. Licensee shall comply with all rules set by ark regarding marketing or sales activities within any ark Facility.

b. Use of ark Marks. Licensee shall not use ark's name, logo, trademarks, or service marks in any marketing materials without ark's explicit prior written permission.

12. Insurance.

a. Required Coverages. Licensee shall maintain, at its own expense, policies of insurance with reputable insurers naming ark as an additional insured covering:

i. Commercial General Liability (minimum $1,000,000 per occurrence / $2,000,000 aggregate)

ii. Workers' Compensation (as required by law) and Employers' Liability (minimum $1,000,000)

iii. Automobile Liability (minimum $1,000,000)

iv. All-Risk Property Insurance covering Licensee's Equipment for full replacement value

v. Excess/Umbrella Liability (minimum $5,000,000)

13. Indemnification and Liability

a. Indemnification. Licensee shall defend, indemnify, and hold harmless ark, its affiliates, and their respective directors, officers, employees, and agents (collectively, "ark Releasees") from and against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or related to:

i. Licensee's or its Authorized Personnel's acts or omissions,

ii. Installation, operation, maintenance, or removal of Licensee's Equipment or Conduit,

iii. Breach of any representation, warranty, or covenant in this Policy by Licensee, or

iv. Violation of any law or regulation by Licensee.

This indemnity does not apply to the extent a claim is caused solely by the gross negligence or willful misconduct of ark.

b. Waiver and Release. Except to the extent caused by ark's gross negligence or willful misconduct, Licensee waives all claims against ark Releasees for:

i. Damage to Licensee's Equipment or property,

ii. Any loss of use or data, or

iii. Interruption of Licensee's services.

c. Limitation of Liability. In no event will ark be liable for any indirect, consequential, special, or punitive damages (including lost profits or data) arising out of or relating to this Policy, even if advised of the possibility of such damages. ark's total liability for direct damages shall be limited to the amounts actually received by ark from Licensee under the applicable agreement for the three (3) months preceding the event giving rise to the claim.

14. Default and Remedies

a. Events of Default. Licensee will be in default if it:

i. Fails to pay any applicable Fees when due and does not cure within the applicable cure period,

ii. Violates any material requirement of this Policy or any agreement referencing it (including interference, improper access, or installation without approval) and fails to cure within the time specified by ark's written notice,

iii. Becomes subject to bankruptcy or insolvency proceedings, or

iv. Abandons its Equipment or ceases operations for more than thirty (30) consecutive days without notice.

b. Remedies. If Licensee is in default, ark may:

i. Revoke the License and terminate Licensee's access,

ii. Deactivate or remove Licensee's Equipment (at Licensee's cost),

iii. Pursue any other remedy available at law or in equity.

Termination of the License does not relieve Licensee of its obligations to pay accrued Fees, remove Equipment, or indemnify ark for any claims arising prior to termination.

15. Hazardous Materials. Licensee shall not use, store, or bring onto the Facilities any hazardous or controlled materials except as necessary for the normal operation of Licensee's Equipment, and only in accordance with all applicable laws and safety standards. Licensee shall immediately notify ark of any suspected or confirmed release of hazardous materials resulting from Licensee's activities and shall remediate any such release at Licensee's sole cost.

16. **Force Majeure**. Neither party shall be liable for delays or failures in performance (other than payment obligations) resulting from events beyond its reasonable control, including acts of God, natural disasters, strikes, war, governmental action, or power outages, provided that the affected party uses reasonable efforts to mitigate the impact of such events.

17. No Partnership or Agency. Nothing in this Policy shall be deemed to create a partnership or agency relationship between ark and Licensee. Neither party has the authority to bind or act on behalf of the other without express written authorization.

18. **Assignment**. Licensee shall not assign, transfer, or sublicense any rights under this Policy without ark's prior written consent, which may be withheld in ark's sole discretion. Any attempted assignment without ark's consent shall be void. ark may freely assign its rights or obligations under this Policy.

19. **Governing Law**. The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the state in which the Building is located and exclusive jurisdiction shall lie with the courts of that state.

20. Entire Agreement; Amendments.

a. Entire Agreement. This Policy, together with any other ark policies referenced herein, constitutes the entire agreement regarding the subject matter and supersedes any prior understandings or agreements relating thereto.

b. Amendments. ark may update or amend this Policy from time to time. Licensee's continued access or use of the Facilities after any update constitutes acceptance of the revised Policy. If Licensee does not accept an amendment, Licensee may terminate its License in accordance with the applicable agreement; provided, however, that Licensee remains responsible for removing its Equipment and settling any outstanding obligations.

21. **Notices**. Unless otherwise agreed in writing, all notices under this Policy shall be in writing and delivered to ark and Licensee at the addresses or email contacts set forth in the relevant agreement or as

otherwise designated in writing. Notices are deemed effective upon personal delivery or one (1) day after dispatch by reputable overnight courier or email (with confirmed receipt).

22. **Survival**. Any obligations or provisions in this Policy which by their nature extend beyond termination or expiration (including indemnities, waivers, and limitations of liability) shall survive such termination or expiration.

23. Severability. If any provision of this Policy is found unenforceable under applicable law, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be deemed modified to the minimum extent necessary to make it enforceable.

By accessing or using any ark Facility for telecommunications services or equipment installation, you agree to be bound by the terms and conditions of this Telecommunications Access Policy as updated from time to time.