

## COLOCATION RULES AND REGULATIONS

The following constitute rules and regulations (“Rules and Regulations”) governing the use and operation of colocation facilities (“Facility” or “Facilities” or “Building” or “Buildings”) owned or operated by Crown Castle and licensed or leased for use by Crown Castle’s telecommunications licensees and ISP customers and carriers (“Licensee” or “Licensees”). The individual cabinet, rack or cage space licensed to Licensee within the Facility shall be referred to as the “Space.” By entering into this Agreement, Licensee agrees to abide by the Rules and Regulations, as they may be amended from time to time. In the event of any conflict between the Rules and Regulations and the Agreement, the terms and provisions of the Agreement shall control. Whenever, under the Rules and Regulations, or an Agreement, Crown Castle’s approval is required, such approval will be given or withheld in Crown Castle’s sole discretion.

### INTRODUCTION

Standard operating procedures and protocols have been established to further safe and reliable operation of Licensee owned and operated equipment within the Facilities. Specific Facilities may be subject to special considerations based, among other things, on local jurisdiction and a Facility’s design and configuration. Licensees are encouraged to contact Crown Castle’s Facilities Manager with any questions or concerns regarding a particular work operation or installation procedure.

### STANDARDS OF OPERATION

The following standards of operation are required to be observed by all Licensees. Crown Castle may change or augment these standards from time to time to better serve the Licensee base.

### OCCUPANCY AND SPACE UTILIZATION

Licensee may use the Space only for the purposes of installing, maintaining and operating telecommunications equipment.

### NETWORK INTERCONNECTIONS AND INTERFACE TO THIRD PARTIES

Licensee interconnections with telecommunications services provided by third parties will only be permitted with the prior written approval of Crown Castle, subject to the applicable Agreement. **It is imperative that Licensees understand that only Crown Castle personnel, or its subcontractors, are allowed to perform work on the common ladder rack and in common wireways.**

Crown Castle will also install all fiber optic connections connecting Licensees to outside plant fiber optic cables entering the Crown Castle Facility. Crown Castle will provide Licensee with fiber jumpers or fiber cable from the Building interface bay to the “demarcation” point, if Licensee is licensing fiber from Crown Castle. The Licensee demarcation point is always in the Licensee Space.

Licensees with multiple racks, cage space, or “raw” space that have made provision for Licensee cable racks are required to use the best, most effective and economic resources to provision their own cross-connections relevant to interconnecting their own equipment within their Space or cabinet line-ups. The higher of Crown Castle, Telcordia GR-1275-CORE, or Licensee standards shall be strictly maintained, provided that Licensee shall not perform any work on the common ladder rack or in common wireways.

### LICENSEE RESPONSIBILITIES

Licensee technicians must be certified by industry and Crown Castle standards and approved by Crown Castle in order to perform any work in Crown Castle Facilities that directly affects common systems elements. Licensee contractors must be familiar with and adhere to the Crown Castle methods and procedures for operating and conducting business within Crown Castle Facilities. Licensee shall be responsible for any failure of Licensee's contractors to do so.

Licensee or its representative shall coordinate major equipment deliveries with the Facilities Manager. Major deliveries shall be scheduled and executed so as not to interfere with the operations of Crown Castle or other Crown Castle Licensees within the Facility. Doors shall not be propped open or left unattended.

Licensee shall properly maintain the Site Space and shall at all times keep the Site free of any debris, waste or other obstructions. Licensee shall not allow any combustible or paper-based products to reside within the Site Space at any time (unless present during equipment set up after which it will be removed promptly once the unpacking is complete).

Local telephone Crown Castle connections shall be ordered directly by Licensee, and Licensee will become the Licensee of record. The Facility is configured to accommodate services from the local exchange carrier demarcation to Licensee’s Space. The telephone or terminal block shall be located within the Licensee Space. Interface wiring on common ladder racking shall be performed by Crown Castle and billed to Licensee as provided in the applicable Agreement.

Connections to other carriers and or Licensees within Crown Castle facilities shall be subject to the applicable Agreement and payment by Licensee of the applicable cross-connect charges.

Crown Castle, on a regular basis or at its sole discretion, shall perform inspections of Licensee connections and/or general space conditions. If such Licensee connections and/or general Space conditions are deemed to be non-compliant, Licensee shall be

notified of the specific nature of the non-compliance which shall be rectified immediately. Crown Castle reserves the right, in all cases, to remedy the non-compliance at Licensee's expense.

Specifications for the provisioning of other services such as, but not limited to, power, overhead racking, mounting and overall Space allocation, conditioning and operations will be provided to the Licensee by the Facilities Manager.

In all cases Licensee shall provide and keep current a single point of contact for interface with the Facilities Manager for all Space matters including emergency call-out or service restoration issues.

Licensee shall pay for any damage to Crown Castle facilities or equipment, or to its other licensees' facilities and equipment caused by Licensee's equipment failure, or other acts or omissions of Licensee, or its representatives. This shall include the cost of all labor and materials associated with the restoration or repair of building common systems equipment or services, plus the applicable administrative and overhead costs associated therewith.

CROWN CASTLE INTENDS TO ALLOW OTHER LICENSEES TO INSTALL EQUIPMENT AROUND AND ABOUT THE FACILITIES, SO LONG AS NOT DIRECTLY INCONSISTENT WITH THE RIGHTS EXPRESSLY GRANTED TO LICENSEE. BY USING THE SPACE, LICENSEE EXPRESSLY AGREES THAT CROWN CASTLE WILL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS OR LOSSES INCURRED BY LICENSEE OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT, ACTS OR FAILURE TO ACT OF SUCH OTHER LICENSEES OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, CONTRACTORS OR AGENTS.

#### **IMPROVEMENTS TO SPACE**

Licensee shall not alter the structural integrity of the Facility, affect any power, HVAC or other systems within the Facility, physically alter the Facility or the Licensee space in any way, or affect the normal functioning of the Facility or another Licensee in any way.

All work performed within the Facility will comply with all state, federal, municipal, and regional codes, laws, ordinances, rules, regulations or directives.

#### **EMERGENCY CONTACT NUMBERS**

Licensee shall post contact telephone numbers conspicuously at the entrance to its Space. Licensee shall provide Crown Castle with means of access to the Space in case of emergency. Crown Castle reserves the right to enter the Space at any time in cases of emergency to assess possible ramifications to the Facility. Crown Castle shall provide Licensee with 72 hours advance notice of planned inspections of the Licensee's Space, in non-emergency situations.

#### **COLOCATION RAW SPACE AND CAGE SPACE WORK REQUIREMENTS**

All work within Licensee's raw Space and/or cage Space shall be performed by Licensee in a manner to ensure no interference with the normal functioning of the facility and other Licensees and be approved by the Crown Castle Facilities Manager as previously set forth herein above. The following applies to all work performed by or on behalf of Licensee:

Initial Licensee design requirements must be reviewed and approved by the Facilities Manager prior to commencement of any work. Crown Castle reserves the right to audit all work and shall inspect equipment and/or systems prior to connection to common systems power or fiber. All work shall be confined to the area within the Space. If staging area is required it must be pre-approved by the Facilities Manager.

#### **BUILDING COMMON AREA**

The building common areas are established primarily for access and egress to Licensee equipment. Licensee and/or Licensee's vendors must keep all driveways, entrances and passageways serving the Facility clear and available for use by Crown Castle and other Licensees or vendors.

Licensee shall provide and maintain all necessary guards, rails, fences, and protective coverings to preserve building integrity and appearance during any work operation. Any and all work operations that adversely impact normal access or egress from the Facility shall be performed outside of normal business hours. Licensee will take special care to protect adjoining property and equipment from damage or injury.

Licensee's materials and equipment shall be confined to the area in which the work is actively being performed. Licensee shall provide adequate lockers or locked sheds for the storage of equipment or materials. All tools and equipment shall be stored neatly in approved storage lockers and the space shall be cleaned before the end of each work day. Trash and debris shall be removed from the facility before the end of each workday.

Licensee or Licensee's vendor(s) are required to protect all finished surfaces from dirt and damage, including walls, ceilings, jambs, and soffits of openings used as passageways through which materials are handled. Based on the type of work operation, temporary partitions or curtains between the work area and other spaces may be required by Crown Castle. Partitions shall be constructed, maintained, and sealed in a complete and tight condition at all times. Polyethylene shall not be used for dust partitions or curtains.

Fire resistant Servico vinyl shall be used. Prior to removal of any dust partition the Licensee or its vendor shall vacuum clean the area using and approved HEPA vacuum.

### **PROTECTION OF CROWN CASTLE SERVICES**

No work shall be started, walls or partitions removed or built, heat, water or plumbing or electric services temporarily disconnected, nor shall construction work be carried on near the telephone wires or equipment, without first discussing the procedures and protection to be provided with Crown Castle and receiving Crown Castle's prior approval. The contractor must notify Crown Castle at the first indication of an electrical interruption or switchover to the temporary generator which occurs during any work activity whether caused directly by a work activity, or incidental to any work activity during construction.

Any work activity which may cause or require a temporary power shut down of AC or DC power or reliance on the standby power system shall be pre-approved and scheduled by Crown Castle. The request shall be accompanied by a detailed method of procedure for the work activity. Notice of the work activity shall require a minimum of 30 days' lead time for notification to other Licensees that may also be affected. This class of work shall require supervision by Crown Castle or its representative. Scheduling of Licensee required power shutdowns shall be coordinated by the Facilities Manager, at Licensee's expense.

### **CROWN CASTLE POWER WORK - AC & DC**

Crown Castle operates and maintains both the AC and the DC power systems for 24x7 operations. Crown Castle reserves the right to maintain and augment these systems at its sole discretion. Routine maintenance and testing may be conducted during normal work hours under a method of procedure specific to the work operation.

Crown Castle will provide Licensee with telephone or e-mail notice of all non-emergency planned Facility maintenance prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Licensee's colocation facilities.

1. Crown Castle will undertake repair efforts on all environment equipment or interconnecting fiber or copper circuits when Crown Castle first becomes aware of it, or when notified by Licensee and Licensee has released all or part of the service for testing.
2. Contact Information:  
Crown Castle Network Operations Center – 1-888-LT-FIBER

### **PROTECTION OF FLOORS**

Non-flammable tight wood sheathing shall be placed under materials that are stored on finished surfaces. Non-flammable tight wood sheathing installed over reinforced Kraft building paper must be placed over finished floor surfaces before moving materials over finished floors, especially in the building common entrance and foyer areas.

### **PRESERVATION OF ENVIRONMENTAL CONDITIONS FOR TELECOMMUNICATIONS EQUIPMENT**

At no time shall the interior of the building be directly exposed to the outside environment without the prior written approval of Crown Castle. Existing exterior walls, doors, or windows shall not be removed until construction of any associated addition or interlock facility has been completed.

### **AC POWER SERVICES AND REQUIREMENTS**

Crown Castle provides dedicated AC power circuits for Licensee operating equipment. Determination of the proper AC power requirement to be provisioned for operation of Licensee provided equipment is the responsibility of Licensee and shall be identified with the Order Form request. AC circuits shall be provided and fused according to the applicable Order Form. All Licensee provided AC powered equipment shall be UL listed. Conditions that cause AC power interruption such as faults, shorts or overload of Licensee circuits due to Licensee equipment shall be cleared and tested prior to restoration of the AC service by Crown Castle.

### **DC POWER SERVICES**

Crown Castle provides dedicated DC power circuits for Licensee operating equipment. Determination of the proper power requirement (total load amps draw) of DC power for operation of Licensee provided Equipment is the responsibility of the Licensee and shall be identified with the Order Form request. DC circuits shall be provided and fused according to Licensee provided load data and in accordance with the applicable Order Form. All DC service to Licensee equipment is protected by battery backup to provide uninterrupted service. All Licensee provided DC powered equipment shall be NEBS compliant and approved by type for use by Crown Castle prior to installation. Conditions that cause DC power interruption such as faults, shorts or overload of Licensee circuits due to Licensee equipment shall be cleared, tested and verified "safe for operation" by (a) the Licensee representative and b) the Facilities Manager prior to restoration of the DC service by Crown Castle.

### **SAFETY**

Crown Castle requires all Licensees and their vendors to practice good workplace safety. All electrical equipment and tools must be properly grounded before becoming operational.

Licensee shall ensure that its equipment and surrounding areas do not pose safety hazards to any person. OSHA and local laws, rules, regulations, ordinances and codes shall be complied with at all times.

#### **FIRE SAFETY**

Fire safety is critical. If there is a fire alarm in a Licensee Space, Crown Castle Building control center will dispatch the fire department. Licensee shall monitor its own alarms in fully compartmentalized and separately alarmed spaces and shall dispatch a Crown Castle representative upon a fire alarm indication, at Licensee's expense. All fire alarms shall require investigation as to the cause and resolution. Fire alarm systems shall not be reset to normal without a full and thorough survey of the facility.

Any and all work in Licensee fire alarm panels shall be pre-scheduled with Crown Castle prior to the performance of the work.

#### **SECURITY AND PERSONNEL IDENTIFICATION**

Licensee shall complete and submit to Crown Castle Crown Castle's application form for all employees, agents and vendors seeking access to the Facility on Licensee's behalf. No one, other than employees, agents and vendors of Licensee who have been approved by Crown Castle, may access the Facility. Crown Castle will provide to Licensee up to 10 building access cards at no charge. Additional cards may be purchased for \$50.00 each (minimum of two per request). Individual card access administration is the responsibility of Licensee for card assignments to individual employees, agents and vendors, provided that only those employees, agents and vendors approved by Crown Castle may be given an access card. Access cards may only be used by the individual to whom the access card is assigned. Failure to adhere to the Crown Castle security protocol may result in card deactivation. Reissuance of a card for breach of security shall be made only after a \$50.00 charge. All employees, agents and vendors entering Crown Castle Facilities shall wear, prominently displayed, a picture identification card which provides the person's name and Crown Castle name. Building keys shall not be issued to Licensees; Licensee access shall be card key only.

The use of any voice, photo, or video capturing devices is strictly prohibited within the Facility. Licensee must request permission to place its own security cameras within its Space, and Crown Castle reserves the right to approve or deny any request in its sole discretion.

#### **MISCELLANEOUS**

Licensee's employees, agents and vendors shall take all necessary precautions for the safety of Licensee's employees, agents and vendors when accessing the Facility and using the Space and shall comply with all applicable provisions of federal, state and municipal laws, codes, regulations and ordinances and any successor laws, codes, regulations and ordinances thereto, in order to prevent accidents or injury to persons and property on, about or adjacent to the Space or the Facility, including, without limitation, the National Electric Safety Code and the OSHA requirements for working clearances from energized lines.

Licensee shall otherwise comply with all applicable federal, state or municipal laws, regulations, codes and ordinances affecting the Space and its occupancy, operation and the use thereof pursuant to the terms hereof and Licensee shall not use the Space in any unlawful, improper, noisy or offensive manner.

Licensee shall provide all equipment needed to conduct its business at the Space which is capable of confinement within the Space without adversely affecting its function. Licensee shall be solely responsible for the installation, modification and maintenance of Licensee's equipment. Licensee shall also insure that neither vehicles nor equipment are parked or stored at the Facilities, except as approved by Crown Castle.

Licensee shall not place a load upon any floor in the Space that exceeds the load bearing capacity of such floor, as determined by Crown Castle, in its sole discretion. Crown Castle reserves the right to determine the location and weight of any of Licensee's equipment.

No signage shall be permitted by Licensee on the interior or exterior of the Space or the Building, except for identification tags or nameplates on the outside of the cabinets which have been approved by Crown Castle in its sole discretion.

#### **HAZARDOUS MATERIALS**

Neither Licensee nor any person claiming under Licensee, nor the employees, agents, or vendors of Licensee or any such person shall bring onto, store, generate, or permit to be stored or generated on the Facility, including but not limited to the space, any oil, Hazardous Material, as defined in any applicable federal, state or municipal law, regulation, code, or ordinances including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G.L. c. 21E, as amended, and the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. c. 21C.