



STACK LEASE POLICIES AND PROCEDURES

EXHIBIT C

The Premises are to be used by Tenant solely for lawful purposes in accordance with these Policies and Procedures and the other terms and conditions of the Lease. All capitalized terms used in these Policies and Procedures but not defined herein shall have the meanings given to them in the Lease.

- 1. Tenant Access** – Tenant shall designate in writing, up to three primary contacts (each a “**Primary Administrator**”) having authorization to add/remove Tenant representatives from Tenant’s User Management List (“**User List**”). Primary Administrators will receive Client Portal Access to manage the User List. Only individuals whose names appear on the User List will be granted badge access, or Portal access as a Billing, Technical, or Custom Administrator.

Permanent Badge Access Requests: Requests for permanent access must be submitted by the Tenant via the Client Portal by selecting ‘User Management.’

Temporary Badge Access Requests: Requests for temporary access must be submitted by the Tenant via the Client Portal under ‘Service Request.’

The Primary Administrator is responsible for adding authorized Tenant representatives (permanent or temporary) in advance of their visit to the Building. Authorized representatives that require access to the Building and the Premises on an ongoing basis may be issued a Permanent Photo ID Access Badge. Landlord will charge no fee for the original issuance of a Permanent Photo ID Access Badge. For Authorized Tenant representatives without Permanent Photo ID Access Badges, a Temporary Access Badge can be issued.

While there is no formal limit to the number of Tenant representatives on the User List, Landlord reserves the right to impose limits for excessive usage or unreasonable Tenant requests. Landlord can ask Tenant to validate the names on Tenant’s User List and remove names from the Tenant’s User List for non-validated individuals.

Individuals who cannot provide a valid government-issued photo ID will not be permitted access to the Building or the Premises.

All issued identification must be worn at all times while in the Building. Any Access Badge (permanent or temporary) may be used only by the individual to whom it has been issued to obtain access to the Building and the Premises. Access Badges may not be loaned or exchanged between individuals for any reason. Abuse or misuse of Access Badges may result in removal of that Tenant representative from the Building and denial of future access.

Tenant shall cooperate in maintaining the security of the Building and the Premises by restricting access to authorized personnel and complying with all security policies of Landlord.

Tenant and Authorized Tenant representatives shall not obstruct corridors, halls, stairways, sidewalks, building entrance ramps, or site driveways at any time. Corridors, halls, stairways, sidewalks, building entrance ramps and site driveways shall be used for egress and ingress only. There shall be no congregating or storing items in hallways.

- 2. Client Portal** – Tenant Primary Administrator(s) have the authority to assign users access to the Client Portal. Portal access roles are Primary Administrator, Custom Administrator, Technical, and Billing. Access to the Portal for each role includes the following permissions:

Primary Administrator – A Primary Administrator has full administrative access to the account. A Primary Administrator may add/remove users, add/remove services, request work orders, approve access for visitors and guests, view invoices, and request permanent or temporary badge access. A Primary Administrator may or may not require physical access to the facility.

Custom Administrator – The Custom Administrator role will have the same authority as the Primary Administrator but cannot remove or add a Primary Administrator. The Primary Administrator can also further limit the permissions and access of a Custom Administrator.

Technical Administrator – The authorized Technical User may approve temporary visitor access and request technical work or remote hands service related to the account. They are not permitted to add/remove permanent badge access to the facility. This user will be permitted to sign for and take possession of deliveries. The technical authorized user may or may not require physical access to the facility.

Billing Administrator – The billing contact can view invoices on the Portal.

3. Parking – Only Tenant and Authorized Tenant representatives may access the Building's parking facility or parking areas. Parking is unreserved and permitted on a first come, first served basis while conducting business in the Building only. Tenant vendors and/or contractors may not have access to the parking area unless otherwise approved by Landlord. Tenant and its employees shall not authorize any unauthorized persons to have access to the parking area. Any vehicles parked outside the designated areas will be subject to removal from parking area at owner's expense.

4. Tenant IT Equipment – Tenant is responsible for installation of its own IT Equipment. All the IT Equipment must fit inside the Premises. All infrastructure IT Equipment must be Underwriters Laboratories, Inc. (UL) approved. All cabling used by Tenant must meet national electrical and fire standards. All cables must be clearly labeled. Tenant shall not place or leave any IT Equipment or other items outside the Premises without the prior express written consent of Landlord.

Tenant shall maintain the Premises in a neat and orderly manner and shall promptly remove all trash, packing materials, boxes, etc. that Tenant has brought or had delivered to the Building. Landlord will provide trash and recycling bins for small quantities of trash and recyclable waste materials. In cases where Tenant creates greater quantities of waste (such as server boxes and packing material) and has made no other arrangements for debris removal, Landlord will provide a debris box for the Tenant's use at Tenant's expense. Tenant is responsible for eWaste removal from the Premises.

Upon the expiration or earlier termination of Tenant's Lease, Tenant shall remove all IT Equipment from the Premises and shall repair or reimburse Landlord for the reasonable costs to repair any damage caused by Tenant during the course of any such removal, ordinary wear and tear excluded.

5. Interference – Tenant shall maintain and operate the IT Equipment in a safe manner, to avoid interference, physical or electronic, with other occupants of the Building and their equipment. Tenant shall not disrupt, adversely affect or interfere, physically or electronically, with other Tenants of the Building or with any other Tenant's use and enjoyment of such Tenant's Premises within the Building or the common areas of the Building.

In the event of any interference, physical or electronic, caused to the equipment of other Tenants of the Building by the installation, operation, maintenance replacement or repair of Tenant's IT Equipment, Landlord shall provide Tenant with written notice, and Tenant shall take immediate steps to end the interference. If Tenant fails to promptly end such interference, Landlord reserves the right to take other reasonable actions to prevent such interference.

6. Work Orders/Service Request – An Authorized Tenant representative will be required to submit a work order request to the Landlord via the Client Portal in connection with any issues regarding the Premises that are the obligation of Landlord under the Lease. Upon submission and confirmation of a work order request, Landlord will evaluate the request and schedule the work. If completion of the Work Order requires expenses from Tenant, Landlord will require Tenant authorization of the Work Order and associated expenses before initiating work. Clients who self-perform work within the facility must follow STACK vendor and contractor management policies which can be obtained from and coordinated by STACK Critical Operations team.

7. Shipping and Receiving – Landlord shall receive and store shipments addressed to Tenant, for shipments that arrive during normal business hours (8:00 a.m. through 5:00 p.m. Monday through Friday, federal and state holidays excluded), provided that such shipments arrive in good condition and in a form that can be stored in Landlord’s storage facility. Landlord may reject any shipment that is not in good condition or otherwise cannot be stored in Landlord’s storage facility, in Landlord’s reasonable discretion, with notice to Tenant. Tenant may, at Tenant’s sole option, receive any shipments directly, and Landlord shall have no liability to Tenant for any such shipments directly received.

8. Building – Landlord may, in Landlord’s sole discretion and at Landlord’s expense, change the configuration of the Building (excluding the Premises). Landlord and Tenant shall cooperate in good faith to minimize any disruption in Tenant’s operations that might be caused by such changes in the configuration of the Building.

Landlord requires that Tenant adopts and implements best practices for airflow management within the data hall. Systems shall be utilized to ensure separation of supply and return air throughout Tenant Premises. Landlord will reasonably approve Tenant’s proposed design of containment (or other) system. Tenant’s design must address fire and life safety codes prior to installation. Tenant shall comply with all requirements for Alterations (as such term is defined in the Lease) in connection with any containment system and other installations described herein. Once containment has been approved by Landlord and the requirements and all applicable laws and codes (including without limitation required inspections) have been fulfilled, and the airflow management system is fully implemented, the Service Level Agreements regarding Environmental Control (as described in the Lease) will then be effective. It is the Tenant’s responsibility to maintain the containment system in compliance with all applicable laws and codes. Failure to conform to the containment design requirements (e.g., improper installations, failure to use or maintain containment via blanking panels, doors, etc.) may decrease the Building’s energy efficiency and could result in higher electrical costs, voiding PUE caps, and may constitute a safety hazard. Landlord will notify the Tenant administrators of any observed non-compliance with respect to cold aisle containment and Tenant will be asked to correct the non-compliance within seven (7) calendar days. If in Landlord’s sole opinion, the containment deficiency creates a hazard, Landlord will require Tenant to remedy the deficiency within 24 hours or, at Landlord’s discretion, Landlord will remedy at Tenant’s cost. Failure to comply with Landlord containment policy and / or approved design standards will immediately render all Service Level Agreements regarding Environmental Control null and void until Landlord approves any Tenant remedies for containment deficiencies. Tenant must inform Landlord in writing (a “**Remedy Notice**”) when containment deficiencies have been remedied. Landlord approval or rejection of Tenant’s containment remedies must be reasonable and prompt, including accepting or rejecting Tenant remedies in writing within 24 hours of Remedy Notice and notifying Tenant in writing within 48 hours of Remedy Notice regarding the reasons for rejection and/or suggestions for further containment remedies to obtain Landlord approval. Continued non-compliance will subject Tenant to additional utility costs for a minimum of one month and/or reduced power capacity until Tenant containment conforms to approved design standards.

No work will be done above the ceiling grid in the Tenant Premises without the prior written approval of Landlord. Tenant shall not inscribe, paint or affix advertisements, identifying signs or other notices on any part of the corridors, doors, public areas, Common Areas or the Premises or any portion thereof without prior approval of Landlord. Tenant shall be allowed the non-exclusive use of provided Common Areas. Tenant and Authorized Tenant representatives shall not conduct activities in Common Areas that interfere with the activities of other Tenants of the Building or Landlord, without Landlord approval. Tenant should make a concerted effort to keep all such areas clean and neat, at all times. Tenant and Authorized Tenant representatives shall only use the Common Areas for their designated purposes.

9. Emergency Action and Safety Plan - Emergency situations (fire, medical, etc.) may require STACK Security to authorize immediate access to Tenant premises. In these situations, it is expected that a Tenant’s primary contact will be contacted regarding Landlord’s need for any emergency access to the Tenant Premises.

In such event, Tenants, visitors, and guests will be allowed back into the facility when Landlord determines the building is safe and issues an all-clear notice.

Landlord may periodically hold emergency drills. Tenant will be notified in advance and are encouraged to participate. Given multiple employers may be working within the data center at one time, it is important for partnership and alignment as it relates to emergency response procedures. It is expected that the Tenant will coordinate with the Landlord to align Emergency Response Plans for Tenant controlled spaces with the overall site Emergency Response Plan.

- 10. Housekeeping** - The following items are banned from the Building, and Tenant agrees not to bring these items into the Building or the Premises: controlled substances, explosives, flammable liquids, gases or chemicals, chemical agents, weapons of any kind, wet cell batteries and all similar equipment and materials.
- No food, drink, chewing gum, smoking, vaping or other tobacco products are allowed inside the data hall. Food and beverages may only be consumed in break rooms or client office spaces. Cigarette smoking is only allowed outside in specific designated smoking areas where disposal containers are provided.
 - No cardboard, packing materials or wooden pallets are allowed in the data hall.
 - Due to the proprietary nature of STACK's business and Client confidentiality interests, photography is strictly prohibited without prior authorization from STACK Critical Operations. This policy applies to cameras, cell phones, or any other capable photo devices. Tenant may take photographs of Tenant Premises only.
 - Data hall spaces are not to be used as storage rooms. Equipment, including wire, cable spools, tools, spare parts, test equipment, etc. must be removed by the end of each business day. Exceptions will only be for equipment designated to be critical to the production support of the data center if housed in closed cabinets approved by STACK Operations. All equipment requiring storage should be stored in an approved storage area, outside of the data hall spaces. Equipment in violation of this rule is subject to removal by STACK Operations.
 - Doors throughout the facility and into the data center shall not be propped open at any time.
 - Ceiling clearance: A free clearance, a minimum of 18", must be maintained between the plane of the ceiling, sides, and the top of any equipment, cabinet, furniture or other obstructions in order to accommodate proper operation of the sprinkler and fire control systems. It is a fire code violation to obstruct this space.
 - Service Clearance: A free clearance of 36" (91.4cm) must be maintained on all sides of support equipment to accommodate service needs and reduce fire hazards. A 36" (91.4cm) clearance must be maintained in front of all electrical panels and fire control monitoring panels. It is a fire code violation to obstruct this space.
 - Fire extinguishers, fire alarm strobes, floor tile pullers, aisle ways, corridors and doors shall not be blocked with any equipment, trash, boxes, etc. at any time.
 - All floors must always remain clear of debris. Wire snips and cable installation debris must be disposed of properly and immediately.
 - Change Controls: Activities with the potential to change the environment must be coordinated with STACK's Critical Operations team. STACK will advise on any change management processes that are required based on the scope of the change.
 - When equipment is removed, holes, gaps or damage in the floor or ceiling must be repaired and/or replaced immediately. Tenant must coordinate with STACK Operations prior to commencing this activity.
 - Cable/wire installations that require wall penetrations must be coordinated with STACK Operations. Wall penetrations must be properly patched and sealed upon completion of the work, in order to maintain fire system integrity.
 - All drilling/cutting with power equipment within the data halls is strictly prohibited. Work requiring drilling/cutting on Premises must be coordinated with Critical Operations.

- Approved construction activities are expected to occur during normal business hours. If any work outside of normal business hours is needed, coordination with STACK Operations is required prior to commencing work.
- Approved construction activities must follow good industry practice to contain potential contaminants (e.g., dust and debris).
- Static sticky pads are to be utilized to reduce contaminants at the entrances of every data hall.
- Permanent employee work areas will not be located in the data hall.

A weekly inspection of all data halls will be conducted by Operations staff to ensure compliance with these rules.

- 11. General** - Notwithstanding anything in the Lease to the contrary, none of the cure periods set forth in the Section: Default, of the Lease shall apply to breaches of the Policies and Procedures with respect to Landlord's exercise of the remedies set forth in this section, provided, however, that in the event of such failure to comply with the Policies and Procedures by Tenant or Authorized Tenants representatives, Landlord shall provide Tenant with written notice thereof and Tenant shall take immediate steps to rectify such non-compliance. If Tenant fails to promptly end such non-compliance, Landlord reserves the right to take other reasonable actions, including those set forth below in clauses (a) and (b) of this section.

The Lease constitutes proprietary and confidential information of both Landlord and Tenant. Neither party shall disclose the content or form of the Lease to any third party except its employees, agents, or professional advisors as outlined in the Lease.

Failure by Tenant or Authorized Tenant representative to comply with the Policies and Procedures may result in

- (a) removal of Tenant or any Tenant representative from the Building,**
- (b) restriction of Tenant's access to the Building, and/or**
- (c) impositions of additional charges.**

Landlord reserves the right, in Landlord's sole discretion, to amend these Policies and Procedures at any time. Landlord shall provide to Tenant written notice of any such additions or amendments to the Policies and Procedures.