



This Acceptable Use Policy (“AUP”) applies to all Customers and Users of Services provided by Xera, Inc. (“Xera”), including all persons entering the Facility and Users of Xera Services in connection with the Facility, whether the person is a Customer or a Visitor to the Facility (“User”). This AUP also applies to all customer equipment that is under a User’s control or resides in the Facility or is attached to Xera equipment utilized to provide Service. This AUP is incorporated by reference into Xera General Terms and Conditions for Delivery of Service (“T&Cs”) and the Customer Order. If a capitalized term is not defined in this AUP, such term shall have the meaning ascribed to it in the T&Cs. If User does not have a clear understanding of an undefined capitalized term, User is responsible for obtaining the meaning of the term from Xera as set forth in the T&Cs.

Xera reserves the right to amend or modify this AUP from time to time and, as so amended or modified, the AUP will be posted on Xera’s website at: <https://xera.com/terms-and-conditions>. User is responsible for keeping informed of any amendment or modification to this AUP. Continued use of a Service, after an amendment or modification to the AUP is posted on Xera’s website constitutes User’s acceptance of such amendment or modification. Customer is responsible for taking all reasonable steps to ensure that its Visitors, whether or not authorized by Xera, comply with this AUP.

This AUP is, among other things, intended to i) protect Xera Customers and Users of Service; ii) safeguard the Facility, iii) ensure compliance with all relevant laws and regulations, and iv) regulate and restrict the use of Facilities and Service provided by Xera. User’s right to use a Service may be suspended or terminated for violation of this AUP in accordance with the T&Cs, or, in the case of a Visitor, at Xera’s sole discretion. This AUP is in addition to all building, local, state and international codes.

Inquiries regarding this policy should be directed to email: [support@xera.com](mailto:support@xera.com)

### **Access to Data Center Facilities**

Entry into a Facility is conditioned upon a User’s consent to a reasonable search of his or her person and possessions. No item that could damage or interfere with the operation any of the Facilities is permitted inside the MMR or Colocation Space. Prohibited items include, but are not limited to, the following:

- Tobacco products including e-cigs and vaping products
- Pets and other animals
- Climate-control devices
- Electro-magnetic devices
- Food, beverages, or other liquids within Colocation areas, the MMR, or other technical areas
- Chemicals, explosives, solvents, cleaners, paints, or flammable materials
- Guns of any kind, ammunition, fireworks, pepper spray, mace, or weapons of any kind
- Any other item that could damage or interfere with the operation of the Facility

User is responsible for determining whether an item may be brought into the Facility. If a question exists, User shall consult a X e r a representative. Possession of a prohibited item in a prohibited area will be cause for immediate expulsion from the Facility.

User is responsible and liable for the conduct and actions of its Visitors at the Facility. Visitors must receive approval from TelNet to enter an MMR or Colocation Space. VISITORS ARE NOT ALLOWED IN AN MMR WITHOUT THE ESCORT OF A Xera REPRESENTATIVE. A User allowing Visitors to violate these provisions may face immediate suspension or termination of their rights and privileges under this Agreement.

During initial installation, Customers and Visitors shall be personally escorted by a Xera representative. In Xera’s sole discretion, subsequent maintenance performed by Customer or Visitor may be unescorted. The Facility will be monitored via video or other technology.

While at the Facility, User shall not be under the influence of alcohol, illegal drugs, or other intoxicants. Xera reserves the right to deny or revoke access to the Facility to any person, who in the sole judgment of Xera appears to be intoxicated, under the influence of drugs, or who otherwise is in violation of this AUP.

User shall carry government-issued identification at all times while at the Facility. Falsifying or withholding one's identity is a violation of this AUP. Refusal to cooperate with Xera personnel is a violation of this AUP.

Users are solely responsible for any intrusions into, or security breaches of, any of their Customer Equipment, except as otherwise covered in the MSA.

## **2) Use of Data Center Facilities**

- a) Customer is responsible for maintaining its cage and cabinet areas. Cage and cabinet areas shall be kept neat and free of debris. Provision of equipment required for maintenance of the Colocation Space is Customer's responsibility. Xera has no responsibility to provide equipment to facilitate Customer's maintenance or for Customer's use (e.g. ladders, or lifts for re-lamping, etc.) not specifically authorized in this Agreement. Users are prohibited from using Xera-owned equipment unless approved in writing by Xera. Customer and their Visitors shall only utilize space allocated to Customer for the placement of relevant equipment and access to Service.
- b) No material shall be stored on top of any server rack/cabinet. Reasonable clearance between racks/cabinets and the ceiling shall be maintained. No storage of materials, equipment or property of any kind is permitted outside the Customer's Licensed Space unless approved in writing by Xera may remove such property at Customer's or Visitor's risk and expense.
- c) Blanking panels must be installed to cover unused rack unit space to maintain proper airflow.
- d) The difference between the highest and lowest voltage should not exceed 4% of the lowest voltage on 3-Phase distribution.
- e) All packing materials, cardboard, boxes, plastic, etc. shall be removed from the Facility when work is complete. Customer shall not permit its Visitors to place or leave rubbish, litter, trash or other material in common areas. Trash must be removed from the loading docks within 24 hours.
- f) User shall not violate any laws or engage in any criminal activity while at the Facility. Conviction of a criminal offense, whether or not related to User's use under this Agreement, is cause for Xera, at its sole discretion, to prohibit entry into the Facility.
- g) Users are solely responsible for their personal belongings and property while at the Facility. Xera assumes no liability for missing, lost, or stolen property of any User and User agrees to hold Xera, its employees, agents, contractors, subcontractors, and affiliate companies harmless for and from any claims arising out of missing, lost, or stolen property.
- h) User shall not do or permit to be done at the Facility anything which would unreasonably disturb or interfere with the rights of another User. User shall not permit its Visitors to loiter in or about the Facility or obstruct the Facility.
- i) While at the Facility, User shall act in a professional manner. User shall not make or permit use of the Facility that may be dangerous to persons or property. User shall not permit annoying or offensive noise, odor or vibrations to emit from the Facility. User shall not create, maintain or permit a nuisance or any violation of a regulation of a governmental agency while at the Facility.
- j) User shall not commit or permit to be committed any waste, damage or injury to the Facility and shall promptly notify Xera in writing of any such waste, damage or injury and repair the same at its expense.
- k) Customer shall keep Xera advised of current telephone numbers of persons that may be contacted in an emergency, i.e., fire, break-in, vandalism, etc. If Xera, in its reasonable judgment, determines that it is prudent to respond to an emergency on Customer's behalf, Customer shall pay all costs incurred for services provided by Xera to secure or otherwise protect its Colocation Space and/or Customer's equipment, including a commercially reasonable charge for time spent by Xera employees in responding to the emergency.

### 3) **Equipment and Connections**

All interconnection services shall be implemented by Xera or a Xera assigned agent, and may not be performed in any other manner, unless permission is explicitly granted in writing by an authorized Xera representative. The operation of Customer equipment must at all times comply with manufacturer's specifications, including all power requirements. User shall use its Colocation Space and shall operate equipment in the Facility in a safe and prudent manner, and any damages or cracks occurring in the floor of the Facility caused by a User or a Visitor of a User shall be promptly brought to the attention of Xera by written notice and repaired by User at its sole expense.

### 4) **Security**

User shall take reasonable security precautions while using Service under this AUP. Xera reserves the right to disconnect, without refund or the provision of service credit, a Server or other equipment, whether at the Facility or on the Network, that disrupts Service under this AUP or other service provided by Xera or which creates an actual or potential security compromise.

### 5) **Prohibited Activities**

User shall not do, and shall take reasonable and necessary steps to prevent its Visitors from doing any of the following ("**Prohibited Activities**") on Facility property:

- a) Send unsolicited commercial messages or communications in violation of applicable laws or governmental regulations ("SPAM");
- b) Use the Interconnect or Cross-Connect Service for any purpose other than to provision a point-to-point dedicated static route/tunnel connection between a Xera colocation customer within the Facility and a single third party not located within the Facility.
- c) Use the Interconnect or Cross-Connect Service to establish a peering relationship or announce a route or a prefix to another entity or location beyond the endpoints disclosed in a Customer Order.
- d) Engage in an activity that infringes upon or misappropriates the intellectual property rights of another, including, but not limited to, using third party copyrighted materials without appropriate permission or using third party trademarks without appropriate permission or attribution;
- e) Engage in an activity that violates the personal privacy rights of others, including, but not limited to, collecting and distributing information about Internet Users without their permission, except as permitted by applicable law;
- f) Send, post or host harassing, abusive, libelous or obscene materials or assist in any similar or related activities;
- g) Intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and Internet protocol addresses;
- h) Engage in an activity intended to withhold or cloak Customer's or an end User's identity or contact information;
- i) Engage in an activity intended or likely, in Xera's sole discretion: (i) to harm to Xera, its reputation, its services or its customers; (ii) to result in Xera or its services being blacklisted, blocked, filtered, or refused by a third party in connection with any e-mail or any other network application or communications protocol from or to Xera or its customers; or (iii) to result in interference in any manner with the free flow of e-mail or any other network application or communications protocol from or to Xera or its customers.
- j) Use a Service in a manner that interferes or conflicts with the purposes of the Service or this AUP;
- k) Use a Service for any illegal purpose or in a manner that (a) violates any local, state, federal or international law, statute, agency decision, regulation, ordinance, executive order or any other legally binding governmental directive, including without limitation the federal Can Spam Act of 2003, the Computer Fraud and Abuse Act (18 U.S.C. 1030 et seq.), the Telephone Consumer Protection Act (47 U.S.C. 227), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. 1601-1608) and the Federal Trade Commission's amended Telemarketing Sales Rule;
- l) Lift floor tiles without permission;
- m) Store on a temporary or long term basis paper or cardboard products, plastic storage containers, storage shelves, or wall lockers in their Space without written permission;

- n) Assist or permit a person to engage in a Prohibited Activity or encourage a third party to attempt, whether directly or indirectly, a Prohibited Activity on User's behalf.

If User becomes aware that a Prohibited Activity has occurred, User shall employ its best efforts to remedy the Prohibited Activity as expeditiously as possible, including, if necessary, limiting or terminating a Visitor's access to the Service and Facility.

## **6) Cooperation with Investigations**

Users will cooperate and comply with any civil or criminal investigation regarding use of Service provided in accordance with this AUP, or content located on its Servers or other customer equipment or transmitted using Xera Service provided in accordance with this AUP, including, without limitation, the following: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court, government entity or regulatory agency (each an "Investigation"). Xera may charge a User or any person seeking compliance with an Investigation for the reasonable costs and expenses associated with Xera's compliance with any Investigation. Xera reserves the right to comply with any Investigation without notice to User. Customers shall not be entitled to a refund or any service credits, and Xera shall not be in default under any agreement for Xera Services, if its compliance with any Investigation causes a User to incur downtime or requires the sequestering of all or a portion of the Servers or other equipment. Xera also reserves the right to disclose information relating to User and its use of Service, or information transmitted, owned by or stored by or on behalf of any User, if such information is disclosed in connection with an Investigation or in order to prevent the death of or bodily harm to any individual, as determined by Xera in its sole discretion.

## **7) Monitoring and Disclaimer**

This AUP does not (a) obligate Xera to monitor, review, or police the data and content residing on Xera's network or (b) create any obligation or duty of Xera to any User that is not a Customer that is not specified in this AUP. Unless and until notified, Xera is not likely to be aware of any violations of this AUP or any violations of law. User shall notify Xera of any violations of law or violations of this AUP. Xera EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE DATA AND CONTENT TRANSMITTED THROUGH OR INTERMEDIATELY, TEMPORARILY OR PERMANENTLY STORED ON Xera's NETWORK OR ANY SERVER OR OTHER EQUIPMENT AND FOR THE ACTIONS OR OMISSIONS OF A USER.

## **8) Indemnification**

User shall indemnify Xera from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by User's negligence or willful misconduct.

Xera shall have no liability or responsibility for the content of any communications transmitted via the Service, and User shall defend, indemnify and hold Xera harmless from any and all claims (including claims by governmental entities seeking to impose sanctions) related to such content or for claims by third parties relating to User's use of Service.

## **9) Reporting Violations**

User shall direct information related to violation of this AUP via email to: [support@xera.com](mailto:support@xera.com)

Please direct any inquiries of regarding the policies in this AUP via email to: [support@xera.com](mailto:support@xera.com)



---

## **Acceptable Use Policy (AUP) Agreement / User Authorization**

By signing below, User agrees to the terms of Xera's AUP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
User Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Sponsored By (Customer Name, if applicable)