



SHORT-TERM EQUIPMENT STORAGE & DROP SHIP ADDENDUM

This Short-Term Equipment Storage & Drop Ship Addendum is made between Customer and TC and outlines the services that TC will provide to Customer. This Addendum is effective upon Customer's subscription to Short-Term Equipment Storage & Drop Ship services in addition to its TC Services and is considered an addition to, not a replacement of, the TulsaConnect MSA. Any terms not defined herein shall have the meaning set forth in the MSA. To the extent that the terms contained herein vary from or conflict with the terms of the MSA, the terms of this Addendum shall control. This Short-Term Equipment Storage & Drop Ship Addendum includes the Terms and Conditions of Short-Term Equipment Storage & Drop Ship services, the Order Form and incorporates by reference the Co-Location Service Addendum.

This Addendum applies to Customers who intend to co-locate certain equipment in TC's data centers, plan to have the equipment shipped directly to the data center, and have TC store the equipment until it is installed in TC's data center. This Addendum contemplated pre-installation storage of such equipment until it is installed in the data center.

Terms and Conditions of Short-Term Equipment Storage & Drop Ship Service

1. **Equipment.** Customer intends to co-locate certain Customer Provided Equipment in TC's data centers. The equipment to be stored by TC is identified in the Co-Location Service Addendum and is referred to as the "Equipment" in this Storage & Drop Ship Addendum. TC agrees to allow Customer to store the Equipment in a storage room in the TC data center facility located at either Data Center 3 or Data Center 5 during the Storage & Drop-Ship Term, as defined herein. **Customer must contact support@tulsaconnect.com for the Data Center address to which to send Customer's Equipment.**

The storage term should not exceed 30 days or long-term storage fees of \$ 200 per day may apply. Customer will retain ownership of the Equipment at all times.

2. **Shipment, Acceptance, and Inspection of Equipment.** Customer may arrange for the Equipment to be shipped directly to the Data Center. Delivery must be made during normal business hours. Customer is solely responsible for arranging and paying for shipment. Customer may elect to have its personnel present to inspect and accept or reject delivery.

- (a) If Customer personnel are present for delivery, Customer is solely responsible for inspection of the shipment and acceptance or rejection of delivery, and TC has no responsibility for inspection or non-inspection of the shipment or acceptance or rejection of delivery. Once Customer has accepted and inspected the Equipment, TC personnel may, upon request, assist in moving the Equipment to the storage room. TC is not responsible for damage to the Equipment while moving it to the storage room except to the extent caused by its gross negligence or willful misconduct.

- (b) If Customer does not have personnel present for delivery, TC may accept or reject delivery on Customer's behalf.

- (i) TC will reject delivery only if Customer notifies TC in writing of the specific conditions under which delivery should be rejected at least two business days before scheduled delivery. If TC receives such express direction on the conditions under which delivery should be rejected, TC will evaluate the shipment based on

such direction and will accept or reject the entire delivery according to such direction.

- (ii) If Customer does not provide express direction on the conditions under which delivery should be rejected as set forth in Section 2(b)(i), TC will accept delivery. In that case, TC's only obligations with respect to delivery are to accept delivery, perform a cursory inspection of the exterior of the shipping containers, and notify Customer of the shipment's arrival and any obvious damage to the exterior of the shipping containers.
 - (iii) TC is not responsible for (1) any mistakes, errors, or omissions in inspecting the shipment, (2) inspecting the Equipment or the contents of any shipping container, or (3) any damage to or loss of all or part of the shipment or Equipment during shipment.
 - (iv) Upon delivery, TC personnel will move the Equipment to the storage room. TC is not responsible for damage to the Equipment while moving it to the storage room except to the extent caused by its gross negligence or willful misconduct.
3. **Term and Termination.** This Storage & Drop-Ship Addendum begins on MSA Date and automatically expires when the Equipment is installed in the Data Center (collectively, the "Storage & Drop-Ship Term") unless terminated sooner by Customer or TC. Prior to installation of the Equipment, Customer may terminate this Storage & Drop Ship Addendum by providing written notice to TC and retrieving the Equipment from the Data Center. TC may likewise terminate this Storage & Drop Ship Addendum by providing notice to Customer, after which Customer is responsible for the cost of returning Equipment to Customer. Pre-installation Termination of this Storage & Drop Ship Addendum by Customer or TC does not terminate the MSA or Co-Location Service Addendum. Upon installation of the Equipment in the Data Center, this Storage & Drop Ship Addendum will automatically terminate, and the MSA and Co-Location Service Addendum will govern the Equipment.
4. **TC Responsibilities.** During the Storage & Drop-Ship Term, TC agrees to allow Customer to store the Equipment in the storage room of the Data Center. TC will exercise reasonable care to protect the Equipment from theft or damage. Specifically, TC will ensure that the storage room is secured and monitored throughout the Storage & Drop-Ship Term and free from hazardous materials. Upon request, TC personnel will escort Customer personnel to the storage room to inspect or remove the Equipment during normal business hours. TC is not responsible for maintaining insurance on the Equipment.
5. **Customer Responsibilities.** When any item is shipped to a TC location, the Customer must include the company name on the shipping label (e.g. COMPANY NAME c/o TulsaConnect). Customer is also required to send a shipping notification including tracking number to support@tulsaconnect.com. Failure to do so releases TC from all responsibility for the acceptance or rejection and storage of the delivery.
6. **Relation to Other Agreements.** This Storage & Drop Ship Addendum is intended to address the storage of the Equipment during the Storage & Drop-Ship Term, only. Nothing in this Storage & Drop Ship Addendum is intended to alter or modify the provisions of the MSA or the Co-Location Service Addendum, which governs the storage of the Equipment after expiration of the Storage & Drop-Ship Term.