#### **ROOFTOP COLOCATION ADDENDUM**

This Rooftop Colocation Addendum (“Rooftop Addendum”) is made a part of the Data Center Service Description between Customer and Bluebird Quad Cities, LLC, (“BBQC”) a subsidiary of Bluebird, which incorporates the terms of the Terms and Conditions or, as applicable, the Service Agreement.

1. **ROOFTOP SPACE.** Bluebird shall provide designated rooftop access for placement of Customer’s Equipment (as defined in Section 2) (“Rooftop Space”) to Customer in accordance with a Service Order signed by both Parties. Bluebird is under no obligation to accept any request for Rooftop Colocation.
2. **GRANT OF PERMISSION.** Bluebird grants to Customer an exclusive, limited license to use and occupy the Rooftop Space for the sole purpose of Customer installation, operation, maintenance, and repair of its owned or leased antennae attachment and its related appurtenances permitted to be installed within the Rooftop Space (“Equipment”) as specified in a Service Order. If Customer requires power to the Rooftop Space or its Equipment, Customer may order such services from Bluebird. Customer accepts the Rooftop Space “as-is,” and Bluebird makes no representations as to the fitness of the Rooftop Space for Customer’s intended purpose. Customer will not provide, make available, sublicense, transfer rights of access or use, or permit in any manner any affiliate, subsidiary, or third party to use all or a portion of the Rooftop Space. The Parties agree that any failure by Customer to comply with this provision will be deemed a default of this Colocation Addendum. Such Rooftop Space license is predicated on the condition that the Customer has additionally purchased other BBQC Interconnection Services (as defined in Section 3 below) and that such Interconnection Services remain in effect.
3. **REQUIREMENTS FOR USE OF ROOFTOP SPACE.** Customer will utilize the Rooftop Space to interconnect its Equipment with Customer’s other equipment located in the BBQC Rooftop Space(“Interconnection”). Customer agrees to enter into a separate agreement and Service Order (as applicable) with Bluebird that set forth the rates, terms, and conditions for the Interconnection Services. The Parties agree that any failure by Customer to comply with this provision will be deemed a default.

Customer will follow industry standards with regard to building and Equipment installation and removal in the Rooftop Space. No Equipment or wiring shall protrude beyond the Rooftop Space designated. All Equipment must be wholly contained within the Rooftop Space.

Customer shall provide a list of Equipment to Bluebird of all Equipment intended to be installed at the Rooftop Space prior to installation. The list should include the electronic equipment vendor, model numbers, and heat dissipation utilized. All Equipment and Interconnections design documents must be reviewed for approval by the BBQC Facility Manager prior to Customer’s installation or connection.

If Bluebird or Customer detects any noise or interference, or if Customer’s Equipment causes or contributes to any interference, above the thresholds or limits for Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI) that are established by the Federal Communications Commission local, federal, state or other government authorities (“Authorities”), Customer shall be responsible to correct those occurrences upon notification or detection by Customer or Bluebird in accordance with the guidelines and requirements of the Authorities. If Customer does not correct any such interference, Bluebird may, at its option, take any action necessary to rectify such interference up to and including termination. If Customer’s use of the Rooftop Space causes interference with any of BBQC’s other customers Services, Customer shall promptly correct such interference to Bluebird satisfaction.

1. **READINESS; INSTALLATION; BILLING.** Bluebird will notify Customer of readiness of the Rooftop Space. Subject to Bluebird’s approval of Customer’s Equipment and Interconnection design as set forth in Section 3 above, Customer install its Equipment in the designated Rooftop Space. Customer shall comply with all Bluebird requirements for access and management of the Rooftop Space. Customer is solely responsible for testing the Equipment with Interconnections.
2. **NO ESTATE OR REAL PROPERTY INTEREST.** Customer acknowledges and agrees that it has been granted only a license to occupy the Rooftop Space and that it has not been granted any real property interests in the Rooftop Space. No use of the Rooftop Space or any Bluebird facility by Customer or payment of any charges required under this Colocation Addendum will create or vest in Customer (or in any other entity or person) any leasehold estate, easement, ownership interest, or other ownership or real property right of any kind or nature. This Colocation Addendum is expressly made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Bluebird or Bluebird’s subsidiaries have acquired its interest (“Underlying Right”). Customer agrees to comply with any terms and conditions of such Underlying Right. If the consent of the holder of such Underlying Right is required for the Parties to enter into this Colocation Addendum, then this Colocation Addendum will not become effective until such consent is obtained. If this Colocation Addendum is subsequently construed by the landlord or the sub-landlord (if applicable) to be a violation of the lease or sublease under which Bluebird occupies a facility or site, Customer will either enter into an agreement approved by such landlord or sub-landlord, or remove the Equipment from the applicable Bluebird Rooftop Space in accordance with this Colocation Addendum. Bluebird agrees to cooperate with Customer in obtaining the approvals Customer may need to obtain from the landlord or sub-landlord.
3. **REMOVAL OF EQUIPMENT UPON EXPIRATION OR TERMINATION.** In a timely manner but in no event more than thirty (30) days after the termination of this Colocation Addendum for any reason, Customer shall remove all of Customer’s Equipment from Bluebird’s property and immediately cease all use of the Rooftop Space. Customer shall complete such removal at its own cost and expense in a manner that does not interfere with or damage Bluebird property. Customer shall reimburse Bluebird for the cost plus ten percent (10%) for repair of damage to the Rooftop Space to the extent caused by Customer. In the event that Customer fails to remove its property within such thirty (30) day period Bluebird may, upon ten (10) days’ written notice and using reasonable care, remove and store all of Customer’s Equipment at Customer’s expense for a period not to exceed thirty (30) days. Customer hereby consents and authorizes, without any other requirement, that Bluebird, upon thirty (30) days’ prior written notice, may apportion, sell, use, store, destroy, or otherwise dispose of Equipment not removed within thirty (30) days after the termination date. Customer will pay all expenses and costs incurred in connection with Bluebird’s disposition of the Equipment, including, without limitation, the cost of restoring the Rooftop Space to its original condition and of removing the Equipment from the Rooftop Space.
4. **RELOCATION**. If Bluebird must relocate, reconstruct, or replace its facility where the Rooftop Space is located, Bluebird may terminate without liability the Rooftop Space on the applicable Service Order with at least ninety (90) days’ notice to Customer.
5. **CUSTOMER RESPONSIBILITIES.** Customer has sole responsibility for installing, maintaining, repairing, and operating the Equipment. Customer will install, maintain, repair, and operate the Equipment in a safe and orderly manner and in full compliance with any and all applicable laws, rules, ordinances, and regulations adopted or required by any governmental agency or regulatory body, whether federal, state, municipal, city, town, or local, including, but not limited to, the latest edition of the National Electric Code (“NEC”), and regulations of Federal Communication Commission (“FCC”), and OSHA codes. Customer will keep the Rooftop Space in good order and condition. Customer will coordinate the installation and removal of Equipment with Bluebird personnel. Customer represents and warrants to Bluebird that it has obtained or will obtain, at Customer's sole cost and expense and prior to the installation of any of its Equipment, from all applicable public and/or private authorities, all licenses, authorizations, and permits, necessary to install and operate the Equipment within the Rooftop Space. Customer further represents and warrants that it will maintain all such Authorizations throughout the term of this Colocation Addendum.
6. **CUSTOMER’S REPRESENTATIONS AND WARRANTIES.** Customer represents, warrants, and covenants that: (1) Customer will comply with all applicable law, will not cause Bluebird to be in violation of any applicable law, and will hold and fully comply with all licenses, permits, authorizations and approvals necessary to utilize the Rooftop Space and operate the Equipment; (2) Customer is duly organized,, validly existing, and in good standing as a company under the laws of the jurisdiction of its formation; and (3) Customer has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Colocation Addendum and performance of its obligations under this Colocation Addendum.
7. **CUSTOMER ACCESS.** Any and all Customer’s agents, employees, contractors and representatives, including without limitation Customer’s vendors and their agents, employees, contractors and representatives will comply with all rules, regulations and protocols as provided by Bluebird when accessing the Rooftop Space. Customer vendors must be approved by Bluebird in writing prior to any work commencing on the Rooftop Space.
8. **BLUEBIRD ACCESS.** Bluebird shall have unrestricted access to the Rooftop Space area for any purpose.
9. **PROHIBITED ACTIVITES.** Customer shall abide by any posted or otherwise communicated rules relating to use of, access to, or security measures regarding the Bluebird facility and the Rooftop Space. Customer’s rights of access and use will be immediately terminated in the event Customer or any of its agents, vendors, or employees are on the Bluebird premises in possession any firearms, illegal drugs, alcohol or are engaging in any criminal activity, eavesdropping or foreign intelligence. Persons found engaging in any such activity or in possession of the aforementioned prohibited items will be immediately escorted from the premises. Customer will not jeopardize, attempt to breach the security of, or in any way interfere with Bluebird’s network, the facility, any other Bluebird customer, or any third-party system or network connected to the premises. Customer shall not damage the property of Bluebird, Bluebird’s vendors, Bluebird’s other customers, or the landlord or sub-landlord (if applicable) in any manner. If Bluebird determines in its sole discretion that Customer poses an immediate risk to Bluebird’s network, the facility, any third-party system or network connected to the Bluebird facility or premise, or to any property of Bluebird, the landlord or sub-landlord (if applicable) or Bluebird’s vendors or Bluebird’s other customers, Bluebird may take any reasonable action necessary to prevent or correct such risk at Customer’s expense without prior notice or liability to Customer and Customer will have no recourse.
10. **LIENS AND ENCUMBRANCES.** Customer shall take all necessary steps to ensure that no mechanic’s lien or other lien or encum. nce shall be filed against the Rooftop Space or the Bluebird facility by reason of or arising out of any labor or materials furnished, alleged to have been furnished, or to be furnished to or for Customer or made at the request or under the direction of the Customer. If such a lien shall be filed, Customer shall, within fifteen (15) days after receipt of written notice from Bluebird, take all necessary lawful action to cause the lien to be removed. Customer shall also defend, on behalf of Bluebird, at Customer’s sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and Customer shall pay any damage and discharge any judgment entered thereon. Customer grants a landlord’s lien against the Equipment to secure the payment of any amounts owed to Bluebird under this Colocation Addendum, which shall be subordinated to the lien of any party that finances Customer’s purchase of the Equipment and files a Uniform Commercial Code financing statement to evidence its lien.
11. **CUSTOMER SIGNAGE.** Customer shall not install signs anywhere on the premises, except for signage Customer is required by law to post. Notwithstanding the foregoing, Customer may label its Equipment in the Rooftop Space for purposes of identification.
12. **INDEMNIFICATION.**

In addition to the Indemnification obligations set forth in Bluebird’s Standard Terms & Conditions or any applicable Service Agreement, Customer agrees to defend, indemnify and hold Bluebird and its members, affiliates, subsidiaries, stockholders, officers, directors, board members, contractors, employees, partners and agents, and landlord or sub-landlord of the Bluebird facility harmless from any and all liabilities, costs and expenses, including but not limited to, reasonable attorneys’ fees, related to or arising from, the use of the Rooftop Space in a manner that violates any applicable law. Customer shall indemnify, defend, release, and hold harmless Bluebird, its members, affiliates, directors, officers, employees, workers, and agents from and against any action, claim, cost, damage, demand, loss, penalty, or expense including but not limited to attorney’s fees, expert witness fees, and costs (collectively “Claims”) imposed upon Bluebird by reason of damages to property or personal injuries, including death, as a result of an intentional or negligent act or omission by Customer in connection with use of the Rooftop Space or caused by Customer’s Equipment.

1. **INSURANCE.**
2. Customer’s insurance coverage shall be primary insurance for any claim arising from or related to Customer’s Equipment or Customer’s actions or inactions with regard to the Rooftop Space.
3. All policies of property insurance pertaining to the Rooftop Space and its contents shall be endorsed to provide that the insurance company may not subrogate with respect to insurance carried by Bluebird against Customer, it being agreed that neither Customer nor Customer’s insurance company or companies shall have any right of action against Bluebird for any loss or damage to Customer’s Equipment on or about the Rooftop Space.
4. **ASSIGNMENT.** Customer shall not assign this Colocation Addendum without the prior written consent of Bluebird, which will not be unreasonably withheld. If Bluebird consents to the assignment of the Rooftop Space, the assignee accepts all liability, conditions and requirements under the Colocation Addendum and all Colocation Service Orders.

***[End Document]***