

Sample Lease Contract – Colorado Data Center (CO-LEASE-CLIENT-001)

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) is entered into as of **June 1, 2021** (“Effective Date”), by and between **Rocky Mountain Data Center, Inc.**, a Colorado corporation, with its principal place of business at 5000 Rockies Way, Denver, CO 80202 (“Lessor”), and **DataFlux Analytics, LLC**, a Colorado limited liability company, with its principal office at 2000 Skyline Blvd., Boulder, CO 80302 (“Lessee”).

1. Premises

- Lessor hereby leases to Lessee, and Lessee accepts, approximately **10,000 rentable square feet** of data center space, located at 2500 Data Lane, Centennial, Colorado 80112 (the “Premises”), including up to 250 kW of dedicated power and access to a shared carrier hotel environment.

2. Lease Term

- **Initial Term:** Fifty-four (54) months, commencing on July 1, 2021 (“Commencement Date”) and expiring on June 30, 2025 (“Expiration Date”).
- **Holdover:** If Lessee remains in possession after the Expiration Date without executing a new lease, Lessee shall become a month-to-month tenant at 125 % of the then-applicable Base Rent.

3. Base Rent

- Base Rent is **Twelve Thousand United States Dollars (USD 12,000.00)** per month for the Premises, payable in advance on the first day of each month. First month’s rent is due upon execution.

4. Operating Expenses & Utilities

- Lessee shall pay, as Additional Rent, its pro rata share of “Operating Expenses,” including:
 1. Electricity above the included 250 kW allowance, billed at **USD 0.10 per kWh**.
 2. Common area maintenance (CAM) for building grounds, exterior lighting, property management fees.
 3. Real estate taxes and property insurance premiums.
 4. Water, sewer, and waste disposal costs attributable to the data hall.
- Operating Expenses shall be reconciled annually; invoices become due 30 days after Lessee’s receipt.

5. Security Deposit

- Lessee shall deposit **Fifteen Thousand United States Dollars (USD 15,000.00)** with Lessor on the Effective Date. Lessor may use the deposit to cure any defaults or cover damage beyond normal wear.

6. Minimum Occupancy and Under-utilization Fee

- Lessee must maintain a minimum of **65 %** occupancy of the Premises' rack footprint (16 of 25 racks must be in active use) and draw at least 65 % of the 250 kW power allocation for the first 18 months.
- Should Lessee's average occupancy or power usage fall below 65 % for any consecutive 90-day period, Lessee shall pay an Under-utilization Fee equal to 65 % of Base Rent, prorated to actual usage, for each month in which the shortfall occurs.

7. Termination Fee

- If Lessee elects to terminate this Lease before December 31, 2023, Lessee shall pay a termination fee of **Sixty Thousand United States Dollars (USD 60,000.00)**. If termination occurs between January 1, 2024 and June 30, 2024, fee is **Thirty Thousand United States Dollars (USD 30,000.00)**. No fee if termination occurs on or after July 1, 2024, provided all amounts due are paid.

8. Use of Premises

- Lessee will use the Premises exclusively for data center colocation of servers, storage, and related networking equipment. No manufacturing, chemical storage, or hazardous operations are allowed.
- Lessee shall comply with all fire and safety codes; no open flame or combustible materials may be stored in the Premises.

9. Lessor's Obligations

1. **Structural and MEP Maintenance:** Lessor shall maintain the building structure, data hall raised flooring, fire suppression system, and the primary HVAC and UPS systems (with N+1 redundancy).
2. **Generator & Fuel:** Lessor's backup generators (two 500 kW diesel units) and fuel contract shall ensure at least 48 hours of runtime at full load. Monthly generator tests are conducted by Lessor; Lessee shall not interrupt these tests without 72 hours' notice.
3. **Security:** Lessor shall maintain a staffed security desk, biometric entry at main data hall doors, and 24 × 7 off-site monitoring via CCTV.

10. Lessee's Obligations

1. **Equipment & Rack Maintenance:** Lessee shall maintain its own racks, patch cabling, PDUs, and any supplemental cooling/filtration units installed within Lessee's allocated cold aisle.

2. **Environmental Monitoring:** Lessee shall install and maintain its own environmental sensors (temperature, humidity) inside its rack enclosures and accept alarms as configured.
3. **Alterations & Restoration:** Lessee shall not make structural modifications, including drilling new holes in raised floors or walls, without written consent. Upon lease expiration, Lessee shall remove all equipment and restore any penetrations to code.

11. Insurance & Indemnification

- **Lessor's Insurance:** Lessor shall maintain commercial property insurance (including flood) covering the building for its full replacement cost. General liability coverage of at least USD 5,000,000 per occurrence.
- **Lessee's Insurance:** Lessee shall carry "all risks" property insurance on its equipment, valued at replacement cost, naming Lessor as additional insured. Lessee also shall maintain general liability insurance of no less than USD 2,000,000 per occurrence.
- **Indemnity:** Lessee agrees to indemnify and hold Lessor harmless from any loss or damage to Lessee's property, and from any claims arising out of Lessee's negligence or willful misconduct.

12. Compliance & Certifications

- Lessor represents that the facility meets Tier III Uptime Institute standards.
- Lessee's specific regulated workloads (e.g., HIPAA-regulated medical analytics) must be reviewed and approved in writing by Lessor's compliance officer. Lessee shall provide evidence of HIPAA compliance upon request (SOC 2 or HITRUST report).

13. Backup & Disaster Recovery

- **On-Site Backup:** Lessor provides redundant SAN replication between this facility and Lessor's Boulder DR facility; Lessee may subscribe to real-time replication at prevailing rates.
- **Off-Site Tape:** Weekly full backups are sent to Lessor's secure off-site vault; Lessee shall be responsible for data transfer fees beyond the first 10 TB per month.

14. Assignment & Sublease

- Lessee shall not assign or sublease without Lessor's prior written consent, which shall not be unreasonably withheld. Any permitted assignee or sublessee must assume all obligations under this Lease and meet Lessor's creditworthiness standards.

15. Default & Remedies

- **Events of Default:** Non-payment of Rent more than 10 days after due; abandonment; breach of insurance or security requirements; misrepresentation of material facts in Lease application.

- **Lessor's Remedies:** On default, Lessor may: (a) terminate the Lease and retake possession; (b) pursue all Rent due for the remainder of the Term, less net proceeds from re-lease; (c) seek injunctive relief to remove illegal equipment. Lessee shall pay Lessor's reasonable attorneys' fees and costs.

16. Quiet Enjoyment

- Provided Lessee pays Rent and performs all Lease obligations, Lessee shall peaceably and quietly enjoy the Premises without interference by Lessor.

17. Force Majeure

- Neither party shall be liable for delays or failures resulting from causes beyond its reasonable control (e.g., earthquakes, wildfires, government moratoria). Lessee must provide prompt notice of such event, and both parties shall use commercially reasonable efforts to mitigate damages.

18. Notices

- All notices shall be in writing and delivered via certified mail or overnight courier to the addresses below or such other address as either party may designate:
 - **Lessor:** Rocky Mountain Data Center, Inc., 5000 Rockies Way, Denver, CO 80202
 - **Lessee:** DataFlux Analytics, LLC, 2000 Skyline Blvd., Boulder, CO 80302

19. Holdover

- If Lessee remains after Expiration Date without executing a new lease, Lessee shall become a month-to-month tenant at **125 %** of the final month's Base Rent, subject to termination by either party upon 30 days' notice.

20. Miscellaneous

1. **Governing Law:** Colorado law shall govern this Lease.
2. **Integration:** This Lease and any Rider(s) or Exhibit(s) constitute the entire agreement.
3. **Amendments:** No amendment is effective unless in writing and signed by both parties.
4. **Severability:** If any provision is unenforceable, the rest remain fully in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

Lessor:

Rocky Mountain Data Center, Inc.

By: _____

Name: Patricia Lopez

Title: Chief Executive Officer

Lessee:

OmniTech Solutions, Inc.

By: _____

Name: John Smith

Title: Vice President, Infrastructure
