



LSA Order

Prepared For:
ALLIED ADVERTISING LIMITED PARTNERSHIP
55 Cambridge Parkway, Suite 200
Cambridge, Massachusetts, 02142-1218, UNITED STATES
 Attn: Mike Eggermann

Order Number: **SO-00646582**
 Quote Creation Date: 10/13/2022
 Quote Expiration Date: 30 days after Quote Creation Date

DATA CENTER: NY1 (32 Avenue of the Americas Seventh Floor, New York, NY, 10013, United States)

	Product ID	Quantity	NRC	MRC
Space ID SPC-C0003744 (Term: Expires on 10/31/2024) Estimated Delivery Time: 0 Calendar Days Customer Requested Start Date: 11/26/2022				
Low Density Cabinet (BkW)	SP-CAB-LD	1	\$0.00	\$470.00
Power Billing Type: Fixed Primary Power Limit: 2.40 BkW Redundant Power Limit: 2.40 BkW				
Power (Term: Cotermious with Space)				
Primary 120V 20A Circuit	PW-ACP-120-20	1	\$0.00	\$400.00
Redundant 120V 20A Circuit	PW-ACR-120-20	1	\$0.00	\$200.00
Space #2 (Term: 24 months) Estimated Delivery Time: 11 Calendar Days Customer Requested Start Date: 11/1/2022				
Low Density Cabinet (BkW)	SP-CAB-LD	1	\$500.00	\$470.00
Power Billing Type: Fixed Primary Power Limit: 2.40 BkW Redundant Power Limit: 2.40 BkW				
Power (Term: Cotermious with Space)				
Primary 120V 20A Circuit	PW-ACP-120-20	1	\$750.00	\$400.00
Redundant 120V 20A Circuit	PW-ACR-120-20	1	\$750.00	\$200.00

Note: The date by which CoreSite commits to deliver Space will be calculated from either the Customer Requested Start Date or the date CoreSite receives the signed Order from Customer plus Estimated Delivery Time, whichever is later.


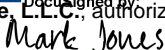
Order Summary	Total NRCs	Total Initial MRCs
	\$2,000.00	\$2,140.00

This Order reflects a renewal and/or changes to any Space(s) (and associated Services) with an identifier beginning "Space ID SPC" which renewal and/or changes shall be effective beginning on the "Customer Requested Start Date" associated with such Space. Subject to obligations that have accrued up to such date, the Order (or other form of license), or portion thereof, pursuant to which any such Space was previously provided ("Prior Order") shall be superseded by this Order and no longer have any force or effect as to such Space, except as follows. If this Order reflects only incremental changes to a Space (and/or its associated Services) and is not a complete restatement of the license of such Space and Services, then the Prior Order pursuant to which such Space was previously provided shall remain in effect and continue to govern together with this Order except to the extent amended, modified, or otherwise changed by this Order. Any existing security deposit associated with any such Space shall remain in place under this Order. This Order, together with any exhibits or schedules, the Agreement, and, to the extent applicable, any Prior Order, contains the entire agreement of the Parties with respect to the subject matter of this Order and supersedes all prior negotiations, agreements, and understandings with respect thereto, whether oral or written. This Order can only be changed by a written document executed by the Parties.

AUTOMATIC RENEWAL. The Term for all Space (and associated breakered power circuits, if any) in this Order shall automatically renew for successive 12-month periods, with a 5.00% increase in License Fees at the start of the first year of each renewal period (and annual increases during the renewal period as set forth in this Order), unless either Party provides written notice of non-renewal or termination at least 90 days prior to the end of the then-current Term or renewal period. If either Party provides timely written notice of its intent not to renew and Customer fails to vacate the Space upon expiration of the then-current Term, Customer shall pay the Post-Term License Fee Percentage defined in the LSA.

The monthly License Fees for the Space are subject to 3.00% annual increases during the Term (including annual increases of rates used to calculate the Monthly License Fees for licensed power ramp periods, if any) for any Term greater than 12 months.

THIS ORDER IS ENTERED INTO PURSUANT TO, AND SHALL BE GOVERNED BY, THE TERMS AND CONDITIONS OF CORESITE'S STANDARD LICENSE AND SERVICE AGREEMENT ("LSA") IN EFFECT AT THE TIME OF EXECUTION OF THIS ORDER, A COPY OF WHICH IS LOCATED AT [HTTP://CORESITE.COM/RESOURCES/MSA](http://coresite.com/resources/msa) AND INCORPORATED HEREIN BY THIS REFERENCE. By signing below, each Party represents it has read this Order and agrees to be bound by it, and Customer certifies it has had an opportunity to read, and agrees to the terms of, the LSA with respect to this Order.

ALLIED ADVERTISING LIMITED PARTNERSHIP		CoreSite 32 Avenue of the Americas, L.L.C.	
<div>DocuSigned by:  680E49D897B5484...</div>		<div>DocuSigned by:  63ECF36BEE57453...</div>	
By:		By:	CoreSite, L.L.C., authorized agent
Name:	Mike Eggermann	Name:	Mark Jones
Title:	VP, IT	Title:	Chief Accounting Officer
Date:	10/13/2022 18:27 PM EDT	Date:	10/14/2022 08:02 AM PDT

TERMS AND CONDITIONS

1. This Order constitutes a quote unless fully executed by the Parties, at which time it shall become an Order. If Customer executes and returns this Order after the Quote Expiration Date, CoreSite may choose to accept or reject the Order. No offer or representation shall be binding unless and until this Order is fully executed by the Parties. This Order is entered into by the CoreSite Party(ies) ("CoreSite") and Customer identified in the signature block and may only be assigned as permitted under the LSA.
2. This Order is entered into pursuant to, and shall be governed by, the terms and conditions of CoreSite's standard LSA in effect at the time of execution of this order, a copy of which is located at <http://coresite.com/resources/msa> and incorporated herein by this reference. The LSA contains material terms and conditions applicable to this Order including, among other things, payment terms, insurance requirements (evidence of which must be provided before Customer may enter the Space and/or install its Equipment), Space and Service use restrictions, indemnification obligations, limitations on the Parties' liability, Service descriptions and service level agreements (if and as applicable), remedies for a Party's default (including without limitation CoreSite's right to suspend or disconnect power and other Services or terminate this Order in the event of Customer's failure to cure a payment default), and other material terms and conditions, all of which are incorporated herein by this reference. Any undefined capitalized terms in this Order shall have the meaning given them in the LSA. In the event of a conflict between the terms and conditions of the LSA and those of this Order, the terms and conditions of this Order shall control over any conflicting terms in the LSA.
3. CoreSite hereby grants to Customer a license, for the Term, to use the Space and Services in this Order only for the purposes set forth in the LSA, and Customer licenses from CoreSite, and agrees to pay the charges associated with, such Space and Services in accordance with the LSA. All licenses granted in this Order constitute space license and service agreements and shall not constitute a lease, sublease, or easement. Customer shall not use the Space to operate what is commonly known as a "meet-me-room" (whether physical or virtual). CoreSite will notify Customer (in writing or by email or other electronic means) when this Order has been signed or otherwise accepted by CoreSite (referred to herein as the "Acceptance Notice") and provide the date ("Commit Date" or "CCD") by which CoreSite commits to deliver the applicable Space or Service. Any Customer Requested Start Dates and/or Estimated Delivery Times for Space in this Order are non-binding and subject to the Commit Date. The Commit Date will be calculated from either the Customer Requested Start Date or the date CoreSite receives the signed Order from Customer plus the Estimated Delivery Time, whichever is later. The Commit Date may also be affected by any nonstandard installation services (see Schedule 1 which describes applicable installation services, the Space delivery process and expectations, and a summary of power limits and power ordered). The Commit Date shall be deemed the Commencement Date as that term is used in the LSA.
4. The "MRC" means, as applicable, the monthly License Fees for Space or monthly Service Fees for all other Services, and the "NRC" means any applicable non-recurring fees or charges. This Order may not reflect all power and month-to-month connection Services provided in connection with the Space, and Customer acknowledges that any recent changes in power or connection Services (changes, adds, disconnections) requested through the CoreSite customer Service Delivery Platform may also not be reflected in this Order. CoreSite issues invoices monthly, and all MRCs and other amounts are due and payable in advance by the first day of each calendar month or as otherwise directed in the invoice. Continued use or occupation of the Space after expiration or termination of the Term shall be month-to-month (but shall not constitute a renewal or extension of this Order) and shall be subject to monthly License Fees for the Space equal to the Post-Term License Fee Percentage of the full monthly License Fees in effect during the final month of the Term (without taking into account any credit, reduction or abatement) and all other amounts owing for Customer's receipt of any Services. The \$/kw rate used to calculate License Fees for the Space (the "Rate") is based in part upon real estate or other similar taxes levied or imposed upon the Building in which the Space is located ("Property Taxes"), using current tax rates and assessments and reasonably calculable changes in such tax rates and assessments. In the event of any material increase in Property Taxes levied or imposed upon the Building in which the Space is located (as compared with the Property Taxes for the Building during the 12 months immediately prior to the effective date of such increase (the "Base Property Taxes")), CoreSite reserves the right to, upon prior written notice to Customer, adjust the Rate (and recalculate the License Fees) prospectively by an amount equal to Customer's share of the amount by which the Property Taxes for the relevant year exceed the Base Property Taxes.
5. Except as disclosed in writing by one Party to the other Party prior to executing this Order, each Party represents to the other Party that it has not had any dealings with any person or entity who is or might be entitled to a commission, finder's fee or other like payment, and shall reimburse the other Party for any demonstrable claims for such payments, in connection with this Order.
6. NO PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOSS OF DATA, LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL OR ANTICIPATORY PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CORESITE'S ONLY LIABILITY, FOR ANY FAILURES, OUTAGES, OR OTHER DISRUPTIONS IN RELATION TO THE SPACE AND SERVICES IN THIS ORDER ARE SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENTS ATTACHED TO THE LSA. IN NO EVENT SHALL CORESITE'S AGGREGATE LIABILITY WITH RESPECT TO ALL CLAIMS ARISING FROM OR RELATED TO THIS ORDER EXCEED THE AMOUNT PAYABLE BY CUSTOMER TO CORESITE FOR THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST CLAIM AROSE.
7. This Order expressly limits acceptance to the terms stated herein and in the LSA, and any additional or different terms proposed by Customer are rejected unless expressly assented to by CoreSite in writing. There shall be no force or effect to any different or additional terms of any related purchase order, confirmation or similar form, and this Order may be amended only in writing by a document signed by each Party. This Order shall be governed and construed in accordance with the laws of the State of Colorado, without regard to its choice of law rules, in all respects except as to any real property matters (including without limitation landlord and tenant laws) which matters shall be governed and construed in accordance with the laws of the State in which the Data Center is located. This Order may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement. Signatures delivered by facsimile, electronic or digital signature, or by e-mail delivery of a ".pdf" format data file shall be valid and binding.

Schedule 1

Space NRCs (License Setup Fee Detail)

For each Space in this Order (if any), the Space delivered by CoreSite on the Commencement Date shall be limited to Space that is configured to CoreSite's standard specifications ("Standard Space"), available to Customer upon request, plus any additions or changes set forth in the table above. In addition to the applicable License Setup Fee (if any) for each Space, which may not include all NRCs applicable to such Space if the build-out of the Space has not yet been fully determined or included in this Order, NRCs shall also apply for any non-standard installation services and for build-out services ordered by Customer via the CoreSite customer Service Delivery Platform or a separate agreement. If there is Space in this Order and no table above, CoreSite will configure the Space as Standard Space by the CCD, and NRCs for such Standard Space shall apply and be billed to Customer unless otherwise agreed in writing. Any Customer requested additions or changes to the Standard Space that are not identified in this Order must be ordered via a separate Order (which may be by the online CoreSite customer Service Delivery Platform following CoreSite's standard procedures) and shall not delay the Commencement Date for the Space.

Space Delivery Process

For each Space in this Order, CoreSite may require Customer to provide, via a questionnaire delivered after the Acceptance Notice, information necessary for CoreSite to complete delivery of such Space ("Requirements"), and Customer agrees to promptly provide the requested Requirements. CoreSite may also need various other approvals, specifications, plans, and/or other information from Customer during the Space delivery process, and Customer agrees to promptly respond to any such requests. Any Customer Delays (defined below) may result in late delivery of the Space and/or related Services. If CoreSite is not ready to deliver the Space by the CCD due to any Customer Delays, CoreSite has the right to begin billing the monthly License Fees for the Space as of the CCD, and that date shall be deemed the Commencement Date, regardless of whether Customer is able to begin using the Space. A "Customer Delay" is defined for purposes of this space delivery process as any changes, alterations, or additions to the scope of the Build-Out Services requested by Customer after delivery of the Acceptance Notice, or any delay by Customer or its representatives in (i) supplying requested information in the Requirements questionnaire or otherwise, (ii) submitting or approving plans, specifications, or estimates, or (iii) giving requested authorizations or approvals in relation to installation or build-out services or other delivery of the Space.

Summary of Power Limits and Power Ordered

Space	Start Date	Total Cumulative Primary Power Limit	Total Cumulative Redundant Power Limit	Total Provisioned Primary Power	Total Provisioned Redundant Power
Space ID SPC-C0003744 (PC-07818948)	11/26/2022	2.40 BkW	2.40 BkW	2.40 BkW	2.40 BkW
Space #2 (PC-07818854)	11/1/2022	2.40 BkW	2.40 BkW	2.40 BkW	2.40 BkW

In the table above, the total cumulative Power Limits reflect pre-existing limits (if any) plus any applicable Licensed Power Ramps. The start date(s) in the table are for general reference purposes only, except that the start dates for any Draw Cap Space power capacity (if applicable) and for any Licensed Power Ramps (as set forth in the tables at the beginning of this Order and as may be reflected above) are firm and will not change based upon the CCD. The actual start dates for billing of provisioned power (circuits, panels, etc.) will be the date that such power is installed; provided, that CoreSite may begin billing for power circuits or panels prior to installation (but no sooner than the Commencement Date for the Space) if any delay beyond the requested start date is due to Customer Delay (for new deployments) or any other delay by Customer in submitting an online order, or providing necessary information or approvals, for CoreSite to provision such power circuits, panels, etc.

NOTICES

All notices to CoreSite shall be addressed to the following:

c/o CoreSite, L.L.C.
1001 17th Street
Suite 500
Denver, Colorado 80202
Attn: General Counsel

All notices and invoices to the Customer shall be addressed to the address set forth in this Order and to the following email address, or, if none, then to such email address as may be provided by Customer to CoreSite in writing or any other e-mail address that CoreSite reasonably considers to be a working e-mail address for Customer:

Email: meggermann@alliedglobalmarketing.com

("Invoice Email Address")