

**Colocation Agreement**  
**Between Southeastern Oklahoma State University and Dobson Fiber**

**COLOCATION TERMS**

**Co-Location:** Upon Dobson Fiber's ("CUSTOMER") request and in exchange for the applicable co-Location fee, Southeastern Oklahoma State University ("SE") shall provide available space and power to CUSTOMER in the datacenter located at 1407 North 6<sup>th</sup> Street, Durant, Oklahoma 74701 on the SE campus (the "Site").

**Term:** The term of this Agreement shall commence on October 1, 2024 and shall continue for a period of Six (6) Months. At the end of the initial term, this Agreement shall continue in force and effect unless terminated by either CUSTOMER or SE upon 30 days' written notice to the other party.

**SEOSU's Obligations:** SE shall maintain and repair their facility, the mechanical and electrical systems in the building defined as the Site above where services are located, and the structure of the building in which the Site is located in reasonably good order and condition. SE shall furnish to CUSTOMER with access to the Site on a 24-hour per day/7 day per week basis: (a) electricity for lighting and the operation of low wattage machines; and (b) heat and air conditioning reasonably required for the comfortable occupation of the Site. SE will provide to CUSTOMER 24-hour per day/7 day per week access in, to and from each of the Site via foot or vehicular traffic as determined by CUSTOMER. Any damage or modification to the Site or access points caused by site access will be repaired by CUSTOMER.

**Physical Access to Site:** SE shall provide access to CUSTOMER in, to and from the Site for purposes of installation, maintenance and repair of CUSTOMER's equipment and power sources (the "Equipment") at the Site. CUSTOMER's technicians shall abide by any physical security requirements provided to CUSTOMER in writing. CUSTOMER shall make reasonable attempts to provide at least two days' notice prior to entering site to install, maintain, or repair any of the Equipment. In the event of an emergency, CUSTOMER shall provide notice as soon as practicable prior to entering the Site.

**Occupancy Period:** SE shall provide such space and power to CUSTOMER at the Site for so long as CUSTOMER shall utilize such space and power at the Site, but in no event shall such period exceed the Term as set forth above.

**Electrical Usage:** Compensation for CUSTOMER's electric usage and electric usage of the common equipment located at the Site is included in the co-Location fee and shall not be separately invoiced or owed.

**Compliance with Laws:** SE, at its sole cost and expense, shall promptly comply with all local, state, and federal laws as they relate to the condition, use, occupancy, or alteration of each of the Site. CUSTOMER shall install and operate its Equipment in compliance with all technical standards, rules, and regulations of SE, and all applicable regulations of the National Electrical Code, or any other federal, state, or municipal agency having jurisdiction.

Insurance. CUSTOMER agrees to and shall maintain in force and effect during the Term of this Agreement the following insurance: (i) commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and an additional \$1,000,000 in the annual aggregate for bodily injury and property damage and personal injury coverage. CUSTOMER shall furnish copies of insurance certificates to SE upon execution of this Agreement.

Indemnify. CUSTOMER shall and does hereby indemnify and hold harmless SE from and against any and all claims resulting from any claim, action, or proceeding brought by any third person alleging or arising out of the use by CUSTOMER of the Site.

End of Term: At the end of the Term, CUSTOMER shall promptly quit and surrender the related Site broom-clean, in good order and repair, ordinary wear and tear excepted. CUSTOMER shall remove all of CUSTOMER's property and Equipment and restore each of the Site to their original condition, ordinary wear and tear excepted. If CUSTOMER has not removed its Equipment and property and restored any of the Site within ten (10) business days after it is obligated to do so, SE may do so and CUSTOMER shall promptly reimburse SE for all costs and expenses of such removal and restoration. See Comment

Interference by CUSTOMER: In the event SE's equipment is rendered unusable in whole or substantial part due to transmission and/or operational interference by CUSTOMER's Equipment, SE shall immediately give written notice of such to CUSTOMER, and CUSTOMER shall, at CUSTOMER's own expense, take such reasonable action necessary to eliminate transmission and/or operational interference with SE's equipment which is caused by CUSTOMER's Equipment.

Infrastructure Changes: The CUSTOMER must obtain SE's reasonable written approval for any infrastructure changes including, but not limited to trenching, boring, cabling, or installing new equipment outside of the defined colocation space. SE retains the right to demand the work be ceased that has not been appropriately approved or that violates the terms of the Agreement. See Additional Fiber Located on Campus.

Damage and Destruction. In the event the Site is damaged by fire or other casualty, SE shall restore such Site to its condition prior to the date of the damage, in which case the co- Location fee in respect to such Site shall abate from the date of the damage until such Site are restored.

Quiet Enjoyment. SE covenants and agrees with CUSTOMER that so long as CUSTOMER pays the applicable colocation fee and observes and performs all the terms, covenants, and conditions, CUSTOMER may peaceably and quietly enjoy each of the Site, and CUSTOMER's possession shall not be disturbed by anyone claiming by, through, or under SE.

*Additional Fiber Located on Campus*

**Easement and Conduit Installation:**

The CUSTOMER shall be granted an easement, after site plan approval from SE, adjacent to existing fiber easements, allowing them to install and run their own conduit for fiber infrastructure along existing SE conduit pathways, subject to SE's approval of the conduit routes. Due to space limitations within SE's current conduit infrastructure, the CUSTOMER shall not be allowed to utilize SE's existing conduits but may access SE's fiber handholes to run their conduit into and between handholes. Once CUSTOMER's pathways and conduit locations are approved by SE, CUSTOMER may overpull additional fiber in those university-approved conduits without

further approval, provided that no new conduits are installed, or other disruptive work is conducted.

Any installation of new conduits must be approved by SE in writing prior to installation. The CUSTOMER shall bear all costs associated with the installation, maintenance, and repair of their own conduits. SE shall have the right to inspect the conduits to ensure compliance.

**Conduit Usage and Ownership Transfer:**

CUSTOMER shall be charged \$1 per foot, per month for the easement and use of standard 4" conduit installed on SE's property. The total monthly charge will be calculated based on the total length of conduit used by the CUSTOMER, as agreed upon and pre-approved by SE. This fee will be added to the regular monthly colocation charges.

Upon termination of this Agreement, if the CUSTOMER fails to remove any infrastructure (e.g., fiber or equipment) from the conduit within the termination period as outlined in this Agreement, all such infrastructure will automatically transfer to SE ownership without further compensation to the CUSTOMER.

Approval Required. The parties recognize that SE is governed by The Regional University System of Oklahoma, and this Agreement is expressly conditioned upon the written approval of the Board of Regents of The Regional University System of Oklahoma.

**Colocation Order Details**

Customer:	Dobson Technologies, Inc. (dba Dobson Fiber)
Billing Address:	14101 Wireless Way, Ste 300, Oklahoma City, OK 73134
Billing Contact:	Kelly Valois
Phone Number:	405.242.1905
Email Address:	accountspayable@dobson.net
Technical Contact:	Randy Kulman
Phone Number:	405.242.0169 (Network Operation Center Main Line)
Email Address:	noc@dobson.net
Rack Space Requested:	2 ½ Racks
Location:	Currently located within Site
Monthly Recurring Charge:	\$2500.00
Non-recurring Charge:	None

**Dobson Technologies, Inc.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Southeastern Oklahoma State University**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_