

THIS MASTER FACILITY AGREEMENT (hereinafter referred to as "Agreement" or "MFA") is made and entered into as of July 15, 2026 ("Effective Date"), by and between **bigbyte.cc Corp.**, doing business at 123 Central Avenue NW, Albuquerque, New Mexico 87102 (hereinafter referred to as "BIGBYTE") and **the Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico with a mailing address of 1000 Central Avenue Los Alamos, New Mexico 87544 (hereinafter referred to as "CLIENT" or "COUNTY") collectively ("Parties").

THIS AGREEMENT includes the Facility Order(s) and all exhibits and addenda, if any, which are in writing and which expressly reference this Agreement and which are signed by an authorized officer of each party. The following terms and conditions govern the provision of BIGBYTE Occupancy and Services ("Occupancy and Services") as specified in this Agreement and in each Facility Order.

WHEREAS, CLIENT requires an Information Technology ("IT") remote disaster recovery site and data center with telecommunication interconnection, which is a separate, geographically distant location and/or cloud environment used to restore the County IT systems and critical business operations after its primary site is disrupted by a disaster, to allow for continuity of operations, the transfer of critical data, and to maintain critical voice communication; and

WHEREAS, procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-3(a)(17) allowing for exemptions for utility commodities and telecommunication services; and

WHEREAS, the County Council approved this Agreement at a public meeting held on July 14, 2026; and

WHEREAS, for tracking purposes, this Agreement is assigned a County reference number of AGR26-888; and

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, CLIENT and BIGBYTE agree as follows:

DEFINITIONS. As used in this Agreement and Facility Order(s), and in addition to any other terms elsewhere defined in this Agreement, the following terms shall have the following meanings. Where a definition is not defined, the standard meaning applies:

- a. Building. Building is herein defined as the entire structure located at 123 Central Avenue NW, Albuquerque, NM 87102.
- b. Facility. That area of the Building which is controlled by BIGBYTE and commonly known as the Data Center / Disaster Recovery facility.
- c. Internet Presence. Online publishing of information, sharing of information or selling of information.
- d. Non-Recurring Charges. As identified on the Facility Order(s), Non-Recurring Charges are for payment for installation and other startup fees and will be due upon BIGBYTE'S completion of installation and startup tasks.
- e. Occupancy. As identified on Facility Order(s), refers to the occupancy of space, i.e. CLIENT's presence in racks, cabinets, cages, offices, vault and other space leased to CLIENT within the facility.
- f. Premises. That area of the Building and/or Facility which is leased to CLIENT as defined in the

Facility Order(s) for CLIENT's Occupancy.

- g. Recurring Charges. As set forth on a Facility Order(s), refers to monthly recurring charges for Occupancy and Services, which commence as of the Effective Date.
- h. Services. As identified on Facility Order(s), is defined as the equipment, facilities, programming, or software provided by BIGBYTE to CLIENT to facilitate BIGBYTE services. "Services" does not include special access lines that may be utilized with BIGBYTE services, or any equipment, facilities, programming or software at the CLIENT off-site location.

NOW, THEREFORE, in consideration of the mutual promises, representations and covenants set forth herein, BIGBYTE and CLIENT agree as follows:

1. **TERM.** The Term begins on July 15, 2026. The Term for **Occupancy and Services** ("Term") will be for seven (7) years with an expiration date of July 14, 2033 ("Expiration Date"), unless sooner terminated, as provided herein.
2. **RATES AND COMPENSATION.**
 - a. Rates for **Occupancy and Services** are determined by BIGBYTE, and/or regulatory tariff, and may only be adjusted in accordance with this Section 2(a). The initial rates ("Base Rates") are set forth on Facility Order Number 1 attached hereto as Exhibit A and made a part of hereof by this reference. Base Rates may increase by no more than ten percent (10%) per contract year, or as required by applicable regulatory tariffs; however, BIGBYTE shall provide CLIENT with at least ninety (90) days prior written notice of any proposed rate adjustment, and in the case of increases due to regulatory tariffs, additional documentation showing proof of regulatory tariff increases necessitating a rate increase. No rate increase or change in scope shall be effective unless approved through a written amendment to this Agreement, signed by authorized representatives of both Parties. Upon receiving written notice of a proposed rate increase, CLIENT shall have the option, in its sole discretion to: (1) accept the rate increase, (2) decline the rate increase, (3) modify the scope of services so that total charges remain within CLIENT'S approved and budgeted amount, (4) terminate this Agreement, or (5) renegotiate and amend the terms of the Agreement, as provided for herein. Parties agree these are not CLIENT'S only remedy. BIGBYTE shall not implement, invoice, charge, or collect any increased rates or any rates associated with occupancy or modified services, unless and until a written amendment is fully executed whose review will not be unreasonably delayed or denied. CLIENT shall have no obligation to pay any unapproved or unauthorized rate increases.
 - b. Throughout the Term of this Agreement, County shall pay compensation for occupancy and the performance of Services in a total amount not to exceed amount of FIVE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$550,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"), unless otherwise revised through a written amendment to this Agreement that is signed by an authorized representative of both Parties. Compensation shall be paid in accordance with Section 2 and Exhibit A. For clarity, the total not-to-exceed compensation amount includes without limitation, all fees described in Exhibit A; all Recurring and Nonrecurring Charges; all technical support and professional services requested by County; any optional or additional equipment and services requested by County, which may be authorized only through an approved amendment to this Agreement; and any properly approved rate or tariff-related increases, pursuant to Section 2(a).
3. **PAYMENT.** CLIENT agrees to pay all Recurring Charges and Nonrecurring Charges for Occupancy and

Services. Recurring Charges will be due following receipt of an invoice from BIGBYTE, as described below, on the first of each and every month, in advance, for that month's Occupancy and Services. Nonrecurring Charges shall be paid following receipt of an invoice from BIGBYTE, as described below, within thirty (30) days after the date of the invoice for such charges. Payment will be made in U.S. dollars. A late fee of ten percent (10%) per month may be assessed on any amount that is overdue by twenty (20) days and CLIENT's Facility access and Services may be immediately suspended until payment of past due invoices is received in full. In addition, CLIENT will pay all applicable sales and use taxes, as well as duties or levies, on Occupancy and Services in accordance with applicable governmental requirements. BIGBYTE shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement. All CLIENT Services may be disconnected, five (5) days after written notice, if any amounts are not paid within thirty (30) days of the due date.

- a. ACH Payments: BIGBYTE accepts ACH payments for invoices. CLIENT may contact their bank to set up payments, for any information requirements needed from BIGBYTE please send inquires to accounting.support@bigbyte.cc.
- b. If Services are, or become subject to, a tariff filed with the Federal Communications Commission or any other regulatory institution ("Tariff"), the terms and conditions of such Tariff, including rates, and the provisions of Section 2(a) will govern CLIENT's use of and payment for the Services.
- c. **Notwithstanding the foregoing, the following items are due and payable upon completion of initial installation, as also stated in Exhibit A. plus any and all applicable taxes:**

Description	Type	Rate	QTY	Extended
Non-recurring Installation Charge	- initial installation. Does not include installation of equipment	\$500.00	2	\$1,000.00
Non-recurring Power Charge	- for initial installation of 20 amp 120 volt power circuit with NEMA L520 Receptacle	\$808.50	4	\$1,617.00
Non-recurring Power Charge	- for initial installation of 20 amp 120 volt power circuit with NEMA L520 Receptacle	\$808.50	2	Waived
Non-recurring Cat 6 Charge	- for installation of Cat 6 cable	\$405.50	6	\$2,433.00
Non-recurring Fiber Charge	- for installation of 12 Strand Single Mode LC/LC fiber	\$2,500.00	1	\$2,500.00
Security Access Swipe Cards	- for building access	\$50.00	4	\$200.00
Occupancy – Non-Recurring per day charge	- Various—Conference Spaces Basic Wi-Fi Enabled, Configurations up to 8	\$55.00	4	\$220.00

4. **INVOICING.** BIGBYTE shall submit itemized invoices to CLIENT'S Financial/Accounting contact shown in Exhibit E showing amount of compensation due, amount of any NMGR and total amount payable. BIGBYTE may choose to use electronic invoicing via email or other device. CLIENT shall provide BIGBYTE with an email address for invoicing. CLIENT is responsible for notifying BIGBYTE of any changes to the email address used for invoicing. CLIENT is responsible for payment of monthly recurring and other

charges, pursuant to this Agreement and Facility Order(s) referenced in this Agreement.

5. **TERMINATION.**

- a. CLIENT'S County Manager, or designee, may terminate this agreement with or without cause upon thirty (30) days prior written notice to BIGBYTE ("Notice of Service Termination"). Furthermore, this Agreement shall terminate without further action by CLIENT on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council ("Termination for Non-Appropriations"). In the event of Termination for Non-Appropriations, CLIENT shall make reasonable efforts to give BIGBYTE at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose. Upon termination, BIGBYTE shall be paid for Services actually completed to the satisfaction of County at the rates set forth herein and shall issue a prorated refund of any prepaid fees for Services not rendered after the date of termination. BIGBYTE shall turn over to County all materials and equipment pursuant to this agreement, if any.
- b. Monthly **Occupancy** charges will continue to the end of the Agreement Term regardless of termination of **Services** except as otherwise provided in this Agreement, Section 9.a.
- c. To terminate **Services**, CLIENT should provide BIGBYTE with thirty (30) days prior written notice ("Notice of Service Termination").
- d. On the Expiration Date CLIENT will surrender all keys, badges, parking passes and other access items as may have been obtained during term which apply to the Premises.

6. **CONFIDENTIALITY.** CLIENT and BIGBYTE have signed the Agreement for Use and Disclosure of Confidential Business Information, attached as **Exhibit B**.

7. **RIGHTS AND OBLIGATIONS OF CLIENT.**

- a. CLIENT will abide by all rules and regulations listed herein and further delineated within Welcome Pack/Standard Operating Procedures documentation, attached hereto as Exhibit E and made a part hereof for all purposes. CLIENT will provide BIGBYTE with a completed set of documentation and any and all associated updates to documentation commonly referred to as Welcome Pack/Standard Operating Procedures documentation. Such forms of documentation may change periodically and with notice to CLIENT, it is the sole responsibility of CLIENT to notify BIGBYTE of any changes to said documentation on file with BIGBYTE.
- b. CLIENT will, at its own expense, provide all necessary preparation required to comply with BIGBYTE's installation and maintenance specifications outlined in the Welcome Pack, and will be responsible for the costs of relocation of any equipment or telecommunications circuits once Services are installed, unless such relocation is directed or caused in whole or in part by BIGBYTE. This includes a circuit from a location of CLIENT's choice to the BIGBYTE point of presence (for Services other than Colocation), circuit termination and packet switching equipment to connect CLIENT systems of networks to the Services.
- c. For Colocation Services, CLIENT will provide the computer system to locate at BIGBYTE's facility. CLIENT will provide information related to the Services as requested by BIGBYTE to support and diagnose any problems with the Services. The Services are for use by the CLIENT only. CLIENT will not, nor permit, or assist others to, resell the Services in any form, or knowingly permit or allow others to do the same. CLIENT is, however, able to offer any of CLIENT's services under the Service Provider Contract, if any (see attached **Exhibit C**). Colocation services may be used by CLIENT to sell information, access information, or for publishing of information, i.e. activity commonly

referred to as Internet Presence. CLIENT will not, nor will it permit or assist others to, use BIGBYTE services for the purpose of unsolicited electronic message distribution or other activities considered an annoyance to network users and commonly referred to as "spamming." CLIENT will not, nor will it permit or assist others to, abuse or fraudulently use the Services.

- d. CLIENT's Authorized Signatory, their Designees, and for limited access assigned staff, as per the most current Welcome Pack, shall have access to the Online Dashboard on BIGBYTE's website. CLIENT's Authorized Signatory, or Designee, is responsible for updating contact information and Dashboard passwords in order to maintain secured access to the Dashboard.
- e. CLIENT will not store non-technical hardware materials in their cabinets, racks, cages, or other space ("Occupancy") with the exception of office space(s). Occupied cabinet, rack and cage spaces shall be for active equipment use only. BIGBYTE is not liable for any damages caused by items stored in Premises which may be a fire hazard, inhibit airflow, or cause other damages to CLIENT'S or BIGBYTE'S equipment or facility. Materials stored which are deemed to be a hazard or inappropriate to the use of the Premises, may be removed by BIGBYTE . BIGBYTE will give CLIENT notice prior to and once those items have been removed and request immediate retrieval of the same.
- f. CLIENT's failure to comply with the above listed policies may result in termination of CLIENT's account/access with notice and opportunity to cure.

8. INSURANCE.

- a. **CLIENT'S Insurance.** All insurance required to be carried by CLIENT hereunder will be issued by insurance companies qualified to do business in the State of New Mexico. Upon request, CLIENT shall provide to BIGBYTE a certificate of insurance evidencing such insurance requirements.
- b. **BIGBYTE's Insurance.** BIGBYTE shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to CLIENT. BIGBYTE shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to CLIENT's obligation to pay compensation for the Services, and BIGBYTE shall not provide any Services under this Agreement unless and until BIGBYTE has met the requirements of this Section. CLIENT requires Certificates of Insurance, or other evidence acceptable to CLIENT, stating that BIGBYTE has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name CLIENT as an additional insured.
 - i) General Liability Insurance: ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
 - ii) Workers' Compensation: In an amount as may be required by law. CLIENT may immediately terminate this Agreement if BIGBYTE fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
 - iii) Automobile Liability Insurance for BIGBYTE and its Employees: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
 - iv) Cyber Insurance: In addition to insurance required under the Agreement, BIGBYTE shall, at its sole cost and expense, procure and maintain through the term of the Agreement

and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of ONE MILLION DOLLARS (\$1,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of CLIENT Data arising out of or relating to BIGBYTE's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged CLIENT Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either BIGBYTE, CLIENT, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of CLIENT Data not expressly permitted by this Agreement. BIGBYTE must notify CLIENT at least thirty (30) days prior to the cancellation or modification of such policy.

9. EMINENT DOMAIN.

- a. If the whole of the Facility, Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Agreement will terminate as of the date of such taking and Recurring Charges described on the Facility Order(s) Base price will be prorated to such date. If less than the whole of the Facility, Building or Premises is so taken, this Agreement will be unaffected by such taking, provided that (i) CLIENT will have the right to terminate this Agreement by written notice to BIGBYTE given within ninety (90) days after the date of such taking if thirty percent (30%) or more of the Facility is taken and the remaining area of the Facility is not reasonably sufficient for CLIENT to continue operation of its business, and (ii) BIGBYTE will have the right to terminate this Agreement by notice to CLIENT given within ninety (90) days after the date of such taking. If either BIGBYTE or CLIENT so elects to terminate this Agreement, the Agreement will terminate on the thirtieth (30th) day after either such notice. The recurring charges described on the Facility Order(s) will be prorated to the date of termination. The date of taking is the date upon which the right to possession of the Premises or more than thirty percent (30%) of the Facility is removed.
- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority will be the exclusive property of BIGBYTE, and CLIENT hereby assigns to BIGBYTE all of its right, title, and interest in any award, judgment or settlement from the condemning authority. CLIENT, however, shall have the right, to the extent that BIGBYTE's award is not reduced or prejudiced, to claim from the condemning authority (but not from BIGBYTE) such compensation as may be recoverable by CLIENT in its own right for any expenses incurred by CLIENT, including without limitation any relocation expenses and damage to CLIENT's personal property.
- c. BIGBYTE represents and warrants to CLIENT that no legal condemnation proceedings involving the Building or Facility have been formally commenced. Should any formal notice of condemnation of the Facility be received by BIGBYTE, BIGBYTE shall notify CLIENT within ten (10) business days of such notice of condemnation proceedings. Due to legal processes involved and the possibility of condemnation proceedings being vacated or dismissed, this notice of condemnation proceedings given to CLIENT shall not release CLIENT or BIGBYTE from the terms of this Agreement or the attached Service Level Agreement(s) attached hereto.

10. **CROSS CONNECTIONS.** All cross connections between entities, such as CLIENT, within the facility will be performed by BIGBYTE. Cross connections between CLIENT and any other client within the Facility will be billed as per Exhibit A. CLIENT may cross connect to CLIENT'S own equipment within its own Premises, at no charge.

- a. Cross Connections shall be ordered in writing by authorized personnel via email to facilities.support@bigbyte.cc; and
- b. Cross Connections will be considered delivered as of the date on which BIGBYTE responds to CLIENT acknowledging the work order is complete, which timeframe shall not exceed one (1) week after the work order is placed. County shall not be billed for cross connection Services until the Service is complete.

11. EQUIPMENT OR SOFTWARE NOT PROVIDED BY BIGBYTE. BIGBYTE will not be responsible for the installation, operation, or maintenance of equipment or software not provided by BIGBYTE; nor will BIGBYTE be responsible for the transmission or reception of information by equipment or software not provided by BIGBYTE. In the event that CLIENT uses equipment or software not provided by BIGBYTE that impairs CLIENT's use of Services, CLIENT will nonetheless be liable for payment for Services. Upon written notice from BIGBYTE that the equipment or software not provided by BIGBYTE is causing or is likely to cause hazard, interference or service obstruction, CLIENT will eliminate the likelihood of hazard, interference or service obstruction. BIGBYTE will not be responsible for any changes in Service caused by equipment or hardware not provided by BIGBYTE which might become obsolete, require modification or alteration, or otherwise affect performance of equipment or hardware not provided by BIGBYTE.

CLIENT is responsible for acquiring and paying the cost of adequate property insurance for all equipment or software not provided by BIGBYTE including such CLIENT equipment or software installed at BIGBYTE's facility pursuant to Section 8 of this Agreement.

If CLIENT abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of CLIENT'S Property left on the Premises will be deemed to be abandoned, and, at BIGBYTE's option, title will pass to BIGBYTE under this agreement as by a bill of sale. If BIGBYTE elects to remove all or any part of such CLIENT'S Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, will be paid by CLIENT.

Parties agree that BIGBYTE may use lawful remedies under the law upon BIGBYTE'S reasonable belief that CLIENT has abandoned the Premises if both: a) the rent remains unpaid for more than thirty (30) consecutive days, and b) CLIENT fails to respond to written or telephonic inquiries at the contact information in Exhibit E during that period. BIGBYTE shall not claim title to CLIENT'S property through this Agreement. Title to CLIENT property may only pass and removal of CLIENT'S property shall only occur following strict lawful compliance to statutory process as required by any and all applicable law.

12. RIGHTS AND OBLIGATIONS OF BIGBYTE.

- a. BIGBYTE will install, operate and maintain Services contracted herein. BIGBYTE will not be responsible for cabling, including telephone company lines, which connects equipment not provided by BIGBYTE to the BIGBYTE services. BIGBYTE will follow the security protocols of escorting and signing in all visitors and permitting access to CLIENT's designated personnel per delineation in Welcome Pack/Standard Operating Procedures documentation, initially included here as Exhibit E. Such forms of documentation may change periodically and with notice to CLIENT, it is the sole responsibility of CLIENT to notify BIGBYTE of any changes to said documentation on file with BIGBYTE. In the event that unauthorized access occurs, BIGBYTE will provide CLIENT access to any/all records that may assist in determining how such access occurred upon written request by CLIENT.
- b. Upon default by CLIENT, BIGBYTE may immediately terminate Services and retake possession of

Services (before, during or after action to recover sums hereunder), retain all payments made hereunder, and recover charges and costs owed by CLIENT as well as any other damages BIGBYTE may have sustained because of CLIENT's default. "Default" will mean where CLIENT becomes subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after written notice to remedy any breach of this Agreement, or if such a remedy cannot reasonably be accomplished within such ten (10) day period, where CLIENT fails to document, certify and present all attempts to diligently undertake such a remedy within such ten (10) day period. BIGBYTE may interrupt CLIENT Services immediately after an attempt to notify CLIENT by telephone at the telephone number(s) CLIENT contact specified in any event where CLIENT is in breach of Section 7 of this Agreement. In the event such action is taken by BIGBYTE, CLIENT Services will be reinstated when BIGBYTE determines the condition has been remedied by CLIENT.

- c. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of Building support systems), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or BIGBYTE's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. BIGBYTE agrees to use its best efforts (except in an emergency) to minimize interference with CLIENT's business in the Premises in the course of any such entry.
- d. BIGBYTE exercises no control over and is not responsible for the content of any information transmitted or received through the use of the Access or the Services. Other than as expressly stated in the Agreement, CLIENT shall be solely responsible for all of the security and confidentiality of information it transmits using the Access or Service. CLIENT shall be solely responsible for all customer support, pricing and service plans, billing and collections with respect to its End Users, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of access, product or service to its End Users. Use of the Access and Services is at CLIENT's own risk.

13. **ASSET TAGGING.** BIGBYTE reserves the right to place asset tags or other form of tags on all CLIENT equipment or media stored within the Building or an offsite storage location. Asset tags, such as "bar coding," will only be used for identifying equipment and monitoring CLIENT inventory. BIGBYTE shall not place any such tags on non-BIGBYTE CLIENT property.

14. **LIMITED WARRANTY AND BROAD DISCLAIMER.** BIGBYTE warrants that Services will conform to BIGBYTE's service specifications upon the date installed. The foregoing warranties are in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, nothing in this Agreement limits CLIENT's rights or remedies that cannot legally be waived by a New Mexico governmental entity. Except as otherwise provided in this Agreement, in Exhibit D, Service Level Agreement, CLIENT's sole remedy for non-performance of Services pursuant to BIGBYTE's service specifications will be repair or replacement of Services.. CLIENT does not waive, and expressly retains, all rights, remedies, and protections available under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS PROVIDED HEREIN, BIGBYTE DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR

QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY BIGBYTE.

Such disclaimers do not limit BIGBYTE's obligations under this Agreement.

15. **LIMITATIONS OF LIABILITY AND DAMAGES.** BIGBYTE will not be liable, either in contract or in tort, for protection from unauthorized access of CLIENT's transmission facilities or CLIENT premises equipment; or for unauthorized access to or alteration, theft or destruction of CLIENT's data files, programs, procedure or information through accident, fraudulent means or devices, or any other method except where such unauthorized access, alteration, theft or willful or destruction arises from or is caused in whole or in part by the negligence or willful misconduct of BIGBYTE, its officers, employees, agents, contractors or assigns. BIGBYTE will not be liable for damages to CLIENT inventory unless caused by the negligence or willful acts of BIGBYTE's officers, employees, agents or contractors, or for loss through theft or vandalism of CLIENT equipment on BIGBYTE's premises, or for damages caused by the use of CLIENT equipment or supplies. CLIENT will not be liable for claims or damages caused by BIGBYTE's fault, negligence or failure to perform BIGBYTE's responsibilities for any other party; or for claims against BIGBYTE by any other party.
- a. **Exclusion of Consequential and Special Damages.** In no event shall BIGBYTE be liable for any loss of profits; any incidental, special, exemplary or consequential damages; or any claims or demands brought against CLIENT, even if BIGBYTE has been advised of the possibility of such claims or demands except to the extent caused by BIGBYTE's negligence or willful misconduct.
 - b. **Limitation of Action.** No action, whether based on contract, product liability or tort, including any action based on negligence, arising out of the performance of this Agreement, may be brought by either party more than six (6) years after the party knew or should have known of the breach or damage (whichever is first), except that an action of non-payment may be brought within two (2) years of the date of the last payment.
16. **INDEMNIFICATION.** BIGBYTE shall indemnify, defend, and hold harmless CLIENT, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of BIGBYTE or BIGBYTE's officers, employees, agents representatives, and subcontractors in the performance of or breach of the Services under this Agreement.
17. **MEDIATION.** If any dispute arises, the parties will endeavor to resolve the dispute and may use a mediator or any other process the parties agree upon.
18. **NEW MEXICO LAW.** This Agreement shall be governed by the laws of the State of New Mexico, applicable to contracts entered into and to be wholly performed within said State without reference to choice or conflict of law rules otherwise applicable.
19. **HEADING NOT CONTROLLING.** Headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.
20. **SEVERABILITY.** If the scope of any of the provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions will be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement will not thereby fall, but that the scope of such provisions will be curtailed only to the extent necessary to conform to law.
21. **NOTICES.** Any notice required or permitted to be given hereunder will be deemed sufficient if made in

writing and (i) delivered personally, (ii) delivered via certified mail or (iii) delivered electronically via email and addressed:

If to BIGBYTE:

Attn: Project/Facility Administrator

PO BOX 81200

Albuquerque, NM 87198-1200

Email: legal@bigbyte.cc

Tel: (505) 255-5422

If to CLIENT: Incorporated County of Los Alamos

Attn: Chief Information Officer

1000 Central Avenue, Suite 200

Los Alamos, NM 87544

Email: John.roig@losalamosnm.gov

Tel: (505) 663-1991

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~Attorney@losalamosnm.gov

Or such other address may from time to time be specified in writing given by the parties.

22. **RELATIONSHIP.** The Agreement does not create a partnership, joint venture, or agency relationship between the parties. Neither party shall have any authority to bind the other party to any agreement, understanding or other instrument, in any manner whatsoever.
23. **ENTIRE AGREEMENT; AMENDMENTS; NON-ASSIGNMENT.** This Agreement constitutes the entire agreement between the parties, may only be amended in writing signed by both parties and is binding upon and inures to the benefit of both parties and their respective successors and representatives. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with the respect to the subject matter hereof and that it supersedes all prior proposals, understandings and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. Parties shall not assign the Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior mutual written consent via amendment to this Agreement, which will not be unreasonably withheld.
24. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same instrument. The Agreement may be executed via a recognized electronic signature service (e.g. DocuSign) and/or may be delivered by facsimile transmission and/or signed, scanned and delivered electronically via email, and any such signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have signed this Master Facility Agreement as of the date written below:

BIGBYTE:**CLIENT:** Incorporated County of Los Alamos**By:** _____**By:** _____**Printed:** Nerissa Whittington**Printed:** Anne W. Laurent**Title:** as its President**Title:** County Manager**Date:** _____**Date:** _____**ATTEST:**

Approved as to form:

Michael D. Redondo
County Clerk_____
J. Alvin Leaphart
County Attorney

Attachments:

Exhibit A – Facility Order 1

Exhibit B – Agreement for Use and Disclosure of Confidential Business Information

Exhibit C – Intentionally Left Blank

Exhibit D – Colocation Services Service Level Agreement

Exhibit E - Welcome Packet/Standard Operating Procedures

EXHIBIT AFACILITY ORDER NUMBER 1
BASIC COLOCATION

THIS FACILITY ORDER NUMBER 1, is made pursuant to and will be incorporated into the Facility Agreement dated July 15, 2026 (the "Agreement") between **bigbyte.cc Corp.**, doing business at 123 Central Avenue NW, Albuquerque, New Mexico 87102 (hereinafter referred to as "BIGBYTE") and the Incorporated County of Los Alamos, an incorporated county in the State of New Mexico with a mailing address of 1000 Central Avenue Los Alamos, New Mexico 87544 (hereinafter referred to as "CLIENT").

BIGBYTE FACILITY

Payment Location: PO Box 81200
Albuquerque NM 87198

Facility Location: 123 Central Ave NW
Albuquerque NM 87102

Hours of Operation:

Monday- Friday 8:30 AM – 5:00 PM (local) 24-hour Access: Based on completed Welcome Pack

TERM

Initial Term: 7 Years (concurrent with the existing MFA)

Delivery Date: 7/15/2026 Billing will commence as of this date (based on build-out required)

Expiration Date: 7/14/2033 MFA expires as of this date, per Section 1 of the Agreement

Note: All special pricing for **Occupancy** will require that there be no sublease or resale of the space.

BASE RATES – CHARGES AND PAYMENTS

(Rates Subject to Change pursuant to Section 2(a) of the Agreement)

FEE DEFINITION	DESCRIPTION	QTY	UNIT COST	TOTAL COST
RECURRING CHARGES:				
Monthly OCCUPANCY:	- for each footprint used	Annual increases not to exceed 10%		
Cabinet – full	- Full 87" H x 19" W x 36" D cabinet, 2.4 kW AC power included	2	\$1,750.00	\$3,500.00
Monthly SERVICES:	- for purchase or use of services on a monthly basis, plus any and all applicable taxes			
Cross Connect Charge	- for each Cat 6 cross connection	6	\$91.93	Waived
Cross Connect Charge	- for each fiber cross connection	2	\$146.00	\$292.00
Cross Connect Charge	- for each fiber cross connection	4	\$146.00	Waived
Additional AC	- for each kW over basic 2.4 kW allotted per footprint	4.8	\$107.07	\$513.94
Technical, Server, & Network Support (Per hour)	- for cable checks, circuit testing, customer-approved escorts, part replacements, rack and stack services, shipping and receiving,	0	\$135.19	

	equipment reboots, equipment status checks			
	- for installation, configuration, and management of O/S, System, Software, RAID setup, or related activities.	0	\$161.44	
	- for installation, configuration, and management of firewalls and the Network.	0	\$189.26	
	<i>Note: Support during business hours is billed in 1/2 hour increments. After hours support is billed in 2 hour increments.</i>			
TOTAL Monthly Recurring Charges – plus applicable NMGR				\$4,305.94

NON-RECURRING CHARGES:				
Non-recurring Installation Charge	- initial installation. Does not include installation of equipment	2	\$500.00	\$1,000.00
Non-recurring Power Charge	- for initial installation of 20 amp 120 volt power circuit with NEMA L520 Receptacle	4	\$808.50	\$1,617.00
Non-recurring Power Charge	- for initial installation of 20 amp 120 volt power circuit with NEMA L520 Receptacle	2	\$808.50	Waived
Non-recurring Cat 6 Charge	- for installation of Cat 6 cable	6	\$405.50	\$2,433.00
Non-recurring Fiber Charge	- for installation of 12 Strand Single Mode LC/LC fiber	1	\$2,500.00	\$2,500.00
Security Access Swipe Cards	- for building access	4	\$50.00	\$200.00
Keys	- Cabinet, Cage, Office, etc.	4	Market	Waived
Occupancy – Non-Recurring per day charge	- Various—Conference Spaces Basic Wi-Fi Enabled, Configurations up to 8	4	\$55.00	\$220.00
Disconnect Fee	- for each cable connection			
TOTAL Non-recurring Charges (NRCs) – due upon completion of installation, plus applicable NMGR which are estimated NRCs based on market data available at the time of the document. CLIENT shall not be responsible for any NRCs in excess of the amounts expressly approved in writing by CLIENT pursuant to Section 2(a)				\$7,970.00

TOTALS

MONTHLY RECURRING CHARGES	\$	\$4,305.94
NON-RECURRING CHARGES – DUE UPON COMPLETION OF INSTALLATION	\$	7,970.00

BUILD-OUT OF SPACE

Footprint Configuration(s)		
CABINET	POSITION	POWER CIRCUITS
TBD A	Above Cabinet	2 each: 20 amp 120 volt power circuit with NEMA L5-20R
TBD B	Above Cabinet	2 each: 20 amp 120 volt power circuit with NEMA L5-20R
CABINET	POSITION	SIGNAL CABLING
TBD A	Top U of Cabinet	1 U enclosure with 6 Cat 6 and 12 strand single mode LC/LC fiber cable to bigbyte Main Distribution Frame

CLIENT / BIGBYTE RESPONSIBILITIES

☒ [X]	Network/Transport Site Requirements:
(a)	BIGBYTE must bolt CLIENT's cabinet/relay rack in place, brace, and secure in accordance with BIGBYTE standards.
(b)	A BIGBYTE escort may accompany the CLIENT and/or CLIENT's equipment suppliers while on BIGBYTE premise.
(c)	The demarcation block will be located inside the CLIENT's cabinet/relay rack. BIGBYTE will terminate the signal cabling to this demarcation block.
(d)	Comments:
	Primary Provider:

SERVICE LEVEL AGREEMENT The Service Level Agreement is attached as Exhibit D to the Master Facility Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Facility Order Number 1 to the Master Facility Agreement as of the last execution date by the parties below.

BIGBYTE:

CLIENT: Los Alamos County

By: _____

By: _____

Printed: Nerissa Whittington

Printed: Anne W. Laurent

Title: as its President

Title: County Manager

Date: _____

Date: _____

EXHIBIT BAGREEMENT FOR USE AND DISCLOSURE
OF CONFIDENTIAL BUSINESS INFORMATION

AGREEMENT FOR USE AND DISCLOSURE OF CONFIDENTIAL BUSINESS INFORMATION ("Confidentiality Agreement"), made effective as of the 15th day of July 2026, by and between **bigbyte.cc Corp.** with a place of business at P. O. Box 81200, Albuquerque, New Mexico 87198-1200, (hereinafter "BIGBYTE"), and **the Incorporated County of Los Alamos, an incorporated county in the state of New Mexico** having a place of business at 1000 Central Avenue Los Alamos, New Mexico 87544, (hereinafter "CLIENT").

The CLIENT has an interest in receiving services from BIGBYTE (hereinafter "PURPOSE"). Accordingly, it is expected that BIGBYTE may disclose proprietary or confidential information to CLIENT, and CLIENT may disclose proprietary or confidential information to BIGBYTE. In order to facilitate the PURPOSE and induce the disclosing party to disclose such information, the parties agree as follows:

1. "Confidential Information" means all data and information whether in written, machine readable or other tangible form, or obtained by the receiving party through observation or examination of such information and material or disclosed orally, that is of value to the disclosing party, is not generally known to competitors of BIGBYTE, or which is indicated as such when communicated to the receiving party. Confidential Information includes, but is not limited to, all information or materials prepared in connection with the PURPOSE performed under this or any related subsequent agreement and includes, without limitation, all of the following: designs, software, programs, drawings, specifications, techniques, models, data, documentation, flow charts, research, ideas, "know-how," new product or new technology information, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, including trade names, trademarks, customers, supplier or personal names and other information related to CLIENT's, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets or nonpublic business information. The parties acknowledge and agree that the Confidential Information has been and is being developed through the expenditure of substantial time, effort and money and is a valuable proprietary asset.
2. The receiving party will treat and safeguard Confidential Information, that is either marked as confidential or which the receiving party reasonably knows should be treated as confidential, with the same standard of care (but at least a reasonable standard of care) that the receiving party employs for its own Confidential Information and will not, unless otherwise required by law, without prior written approval from the disclosing party, (a) disclose any Confidential Information to a third party, (b) use Confidential Information in any way for the benefit of any third parties, and/or (c) use Confidential Information in any way other than for PURPOSE. The receiving party further agrees to limit access to such Confidential Information to only its employees who have a need to know of such Confidential Information in order to reasonably accomplish the above specified PURPOSE, and who are aware of and have agreed to respect the relevant provisions of this Confidentiality Agreement.
3. It is understood that Confidential Information does not include, and no obligation is imposed on, information which:
 - a. Is already in or subsequently enters the public domain through no fault of the receiving party, and
 - b. Is known to the receiving party or is in its possession (as shown by tangible evidence) prior to receipt from BIGBYTE; or

- c. As otherwise required by law to be disclosed.
4. All Confidential Information, unless otherwise specified in writing, will remain the property of the disclosing party, and will be promptly returned to the disclosing at its request or destroyed after the receiving party's need for it has expired, and in any event, upon termination of this Confidentiality Agreement.
5. This Confidentiality Agreement will be effective 3 years past expiration of Master Facility Agreement. Nonetheless, all duties of confidentiality and non-use by the receiving party under Paragraph 2 hereof will extend until the Confidential Information falls under one of the exceptions in Paragraph 3, hereof. Early termination of the Master Facility Agreement will not relieve the receiving party of its obligations imposed by this Confidentiality Agreement with respect to Confidential Information disclosed by the disclosing party prior to the effective date of termination.
6. Nothing in this Confidentiality Agreement will prevent the disclosing party from making use of or disseminating its Confidential Information or from entering into any agreement with any other entity in connection with its Confidential Information, without any obligation to the receiving party.
7. Nothing in this Confidentiality Agreement will be construed as granting, or obligating either party to take, any license under any inventions, trade secrets, patent, trademark, copyright, or other intellectual property right of the other party.
8. For the purposes of all communications and transmittals of Confidential Information under this Confidentiality Agreement, the respective authorized representative of the parties, subject to change upon written notice, are:

If to BIGBYTE:

Attn: Nerissa Whittington

PO BOX 81200

Albuquerque, NM 87198-1200

Email: legal@bigbyte.cc**Tel:** (505) 255-5422**If to CLIENT: Los Alamos County**

Attn: County Attorney's Office

1000 Central Avenue, Suite 340

Los Alamos, NM 87544

Email: ~Attorney@losalamosnm.gov**Tel:**

9. The receiving party may not assign this Confidentiality Agreement without the prior written permission of the disclosing party, and any such assignment will not relieve the receiving party from its restrictive obligations hereunder relating to the protection of Confidential Information. The disclosing party may freely assign this Agreement without the prior consent of the receiving party.
10. This Confidentiality Agreement will be governed by the laws of the State of New Mexico, applicable to contracts entered into and to be wholly performed within said State without reference to choice or conflict of law rules otherwise applicable.
11. Non-Circumvention and Non-Solicitation. At any time prior to the expiration of this Confidentiality Agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, clients, financial sources, manufacturers, employees, interns, and consultants) discussed and made available by the Disclosing Party in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the Recipient or any

of its companies or associated entities, or any individual shall not (without the prior written consent of the Disclosing Party):

- a. Directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such party or entity identified or introduced by the Disclosing Party; or
- b. Seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

12. If any provision of this Confidentiality Agreement is declared void or unenforceable, such provision will be severed from this Confidentiality Agreement, and the balance of the Confidentiality Agreement will remain in full force and effect.
13. There are no understandings, agreements or representations, express or implied, not specified herein. This Agreement may not be amended except by mutual agreement in writing.
14. The Parties will adhere to the U.S. Export Administration Laws and Regulations and will not export or re-export any Confidential Information, technical data, or products received from BIGBYTE, or any direct product of such Confidential Information or technical data, to any person or company who is a legal resident of or is controlled by a legal resident of any proscribed country listed in Section 779.4(f) of the U.S. Export Administration Regulations (as the same may be amended from time to time), unless properly authorized by the U.S. Government. This requirement is not limited by the time period stated in this Agreement.
15. Unless otherwise provided by law, in no event shall either party be liable to the other for any indirect, special, incidental or consequential damages, whether arising in tort (including negligence), contract or otherwise, that stem from any use of any Confidential Information, even if the receiving party has advised the disclosing party of the possibility of such damages. Neither party will be liable to the other for any such damages for its performance or failure to perform under this Confidentiality Agreement.
16. Although the Confidential Information contains information, which both parties believe to be relevant for evaluation of the Purpose, the Parties acknowledge that neither party makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information disclosed, except as may be otherwise agreed in writing between the parties. Neither party will have any liability to the other party or any other person, relating to or arising from the use of the Confidential Information, or for any errors therein or omissions there from, and both Parties assume full responsibility for all conclusions it derives from the Confidential Information, except as may be otherwise agreed in writing between the Parties. Nothing in this Confidentiality Agreement will be construed as obligating either party to provide, or to continue to provide, any information to any person.
17. Both Parties will be fully responsible for any breach of this Confidentiality Agreement by its employees or agents.
18. Any breach of this Confidentiality Agreement could cause immediate and irreparable injury for which monetary damages would be inadequate and impossible to ascertain. Accordingly, upon breach or threatened breach of this Confidentiality Agreement, the disclosing party will have the right to obtain temporary relief in addition to monetary damages.
19. Should it become necessary for the disclosing party to institute legal proceeding as a result of the breach of this Confidentiality Agreement by the receiving party, the disclosing party, to the extent successful, will

be entitled to have and recover from the receiving party the cost of such legal proceeding including reasonable attorney's fees and expenses in addition to any and all relief otherwise available, either at law or in equity.

20. Nothing in this Confidentiality Agreement or anything done in connection herewith will be construed as obligating either party to purchase any technology, products, parts, or services from the other party.
21. All inventions, copyrights, secrets, discoveries, developments, improvements, enhancements and/or adaptations made in connection with or as a result of the disclosure of Confidential Information by BIGBYTE will become and remain the property of BIGBYTE, and CLIENT hereby assigns to BIGBYTE, and agrees to cause, if necessary, its employees to assign to BIGBYTE all right, title and interest to such subject matter. CLIENT will promptly accomplish all that's necessary to vest in BIGBYTE all right, title and interest in the aforesaid.

IN WITNESS WHEREOF, the parties have executed this Agreement for Use and Disclosure of Confidential Business in duplicate originals effective as of the date first above written.

BIGBYTE:

CLIENT: Incorporated County of Los Alamos

By: _____

By: _____

Printed: Nerissa Whittington

Printed: Anne W. Laurent

Title: as its President

Title: County Manager

Date: _____

Date: _____

EXHIBIT C

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EXHIBIT D

COLOCATION SERVICES - SERVICE LEVEL AGREEMENT

SLAs Cover

- Power Availability -100% power availability agreement
- Cooling and Humidity – 100%

POWER AVAILABILITY

100% Power Availability Agreement

Power Availability Agreement Scope: BIGBYTE's power availability agreement is to have the BIGBYTE AC/DC power provided to CLIENT's colocation cabinet available 100% of the time.

Power Availability Agreement Process: "Power Unavailability" consists of the number of minutes the AC/DC power was not available to CLIENT's colocation cabinet. Outages will be counted as power unavailability only if CLIENT opens a trouble ticket with the BIGBYTE customer support within five days of the outage. Power unavailability will not include unavailability resulting from:

- CLIENT circuits or equipment
- CLIENT applications or equipment
- Acts or omissions of CLIENT, or any use or user of the service authorized by CLIENT

Power Availability Agreement Remedy: For power unavailability in any calendar month, at CLIENT's request, CLIENT's account will be credited the charges of the BIGBYTE monthly fee for the service with respect to which a Power Availability Agreement has not been met. The charges credited will be as follows:

- Unavailability of more than 60 seconds will be credited for one (1) full day.
- Unavailability of more than 5 minutes will be credited for three (3) full days.
- Unavailability of more than 1 hour will be credited for one (1) week.

Scheduled Maintenance Scope: Scheduled Maintenance will mean any maintenance during which it is not possible to guarantee power availability at the BIGBYTE hub to which CLIENT's circuit is connected. CLIENT will be given a 48-hour advanced notice. The maintenance will be performed during the standard maintenance window on Tuesdays and Thursdays from 10:00 PM to 2:00 AM local time.

COLOCATION SERVICES - SERVICE LEVEL AGREEMENT

COOLING AND HUMIDITY

Cooling & Humidity Availability -100% time within ASHRAE standards SLA.

ENVIRONMENTAL AVAILABILITY

Cooling and Humidity Availability Agreement Scope: BIGBYTE's cooling and humidity availability agreement is to have adequate cooling and humidity provided to corresponding data center aisles of the data center floors. Adequate cooling and humidity means that the intake temperature at any point on the CLIENT'S colocation cabinets is at the ASHRAE recommended standards measured over a 24-hour period. This agreement does not extend to the interior of any rack space.

Cooling and Humidity Availability Agreement Process: "Cooling and Humidity Unavailability" consists of the number of hours adequate cooling and humidity was unavailable to CLIENT's colocation cabinets. BIGBYTE will be allowed four (4) hours to comply with standards outlined in above SCOPE. Outages will be counted as cooling and humidity unavailability only if CLIENT opens a trouble ticket with the BIGBYTE customer support within thirty (30) days of the outage. Cooling and humidity unavailability will not include unavailability resulting from:

- CLIENT blockage of air flow
- Scheduled maintenance
- Acts or omissions of CLIENT, or any use or user of the service authorized by CLIENT
- Any other circumstances which fall beyond or outside BIGBYTE's reasonable control

Cooling and Humidity Availability Agreement Remedy: For cooling and humidity unavailability in any calendar month, at CLIENT's request, CLIENT's account shall be credited the charges of the BIGBYTE monthly fee for the service with respect to which the Cooling and Humidity Availability Agreement has not been met within the four (4) hour response period. The charges credited will be as follows:

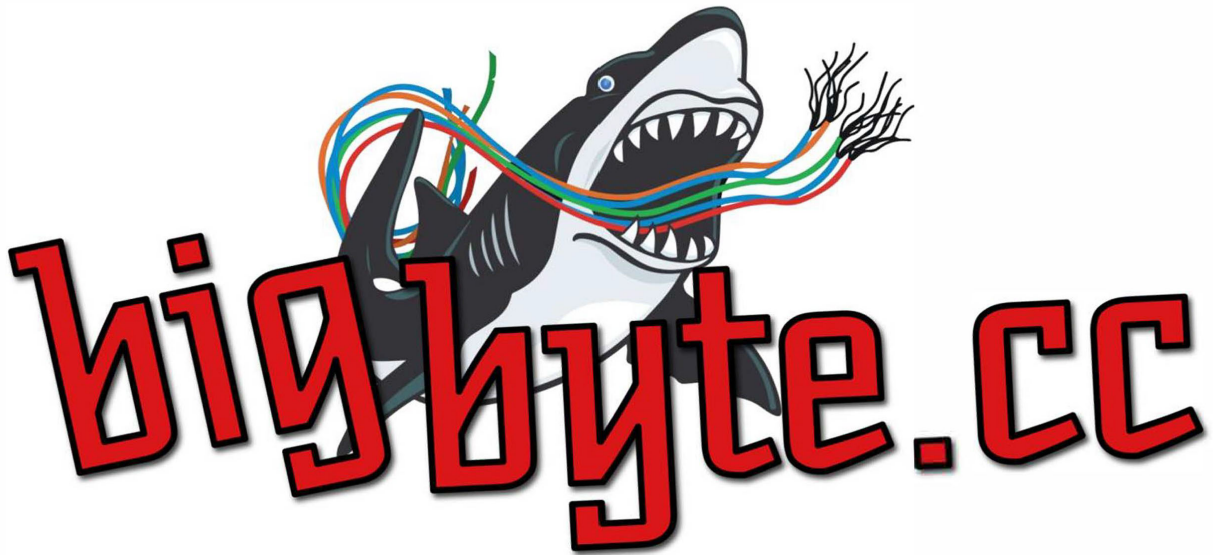
- Unavailability of more than twelve (12) hours will be credited for three (3) days.
- Unavailability of more than twenty-four (24) hours will be credited for one (1) week.

Scheduled Maintenance Scope: Scheduled Maintenance will mean any maintenance during which it is not possible to guarantee ASHRAE standards at the BIGBYTE data center location at which CLIENT's equipment is located. CLIENT may be given a 48-hour advanced notice. The maintenance will be performed during normal business hours.

EXHIBIT E

WELCOME PACKET/STANDARD OPERATING PROCEDURES
SEE NEXT PAGE

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BIGBYTE.CC CORP. — A FULLY HARDENED BUSINESS CONTINUITY CAMPUS



WELCOME PACK

- BIGBYTE.CC'S STANDARD OPERATING PROCEDURES -

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WELCOME PACK INTRODUCTION

Welcome to bigbyte.cc and thank you for participating in our facilities. Please explore this welcome pack and fill out all of the forms included.

In this pack you will find information that will be helpful to you in your relationship with bigbyte.cc.

This pack defines your physical security protocol and emergency contact base. Updates to a completed Welcome Pack will replace and supersede previously completed Welcome Pack. Please note that the Authorized Signatory or Designees must sign documents verifying the company's protocol decisions. Electronic signatures obtained through DocuSign and Adobe Sign are acceptable on all Welcome Pack Forms.

bigbyte.cc maintains 24-7 access for all clients. We issue security access cards with restricting access to specific areas of the facilities. We also have security personnel on-site 24 hours a day, 7 days a week.

While clients always have access, visitors may never access the data center without prior approval from bigbyte.cc. Please utilize the **Visitor Request Form** in the pack to obtain visitor access. Additional paperwork may be required depending on the purpose of the visit.

The following contact information will help you reach personnel with bigbyte.cc who can help with all of your technical and client service issues.

Technical Support: it.support@bigbyte.cc

Storage Support: storage.support@bigbyte.cc

Access Support: access.support@bigbyte.cc

1 505-255-5422

If you need emergency service after hours, let the answering service know that it is a **bigbyte.cc** emergency and your call will be processed accordingly.

Gulfstream/ bigbyte.cc HQ
PO Box 81200
Albuquerque, NM 87198

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FACILITY ACCESS

Your security access card(s) will allow you to enter the facilities and access the area(s) appropriate to your company.

- 1) The Authorized Signatory and Designees may request access cards for employees by submitting a **Security Access Authorization Form**. Once received, appointments will be scheduled for access enrollment.
- 2) Biometric (fingerprint) scanners are used to gain access to some areas and you will be instructed as to their use as needed.
- 3) The Authorized Signatory and Designees may call bigbyte.cc in order to disable employee access for any reason. A written request must be submitted afterwards. All such requests will be processed immediately.

Security access cards are issued from our main office and bigbyte.cc reserves the right to limit the number of cards and/or the access rights of the cards to only those areas required by contract. Please fill out all of the forms in this pack with authorized signatures and return to our main office for issuance of security access cards.

Issuance of a security access card requires a current and valid state-issued driver's license or state-issued identification card. Lost and/or missing cards must be reported immediately and there may be a charge for replacement cards.

Security personnel are not permitted to allow access to anyone regardless of status, without proper authorization.

Violation of the following rules can and will result in suspension of access until resolved:

- 1) Unauthorized visitors are never allowed.
- 2) Weapons are not permitted in the facility.
- 3) All visitors must sign in at the security desk.
- 4) All individuals in the Data Center must be fully clothed, including shoes, at all times.
- 5) No food or beverages are permitted in the Data Center at any time.
- 6) All equipment must be checked in and out via **Move Forms** and verified by clients and security.

Please be aware that all equipment being installed or removed must be checked in/out by security personnel before installation/removal. We ask that you provide:

Equipment Type	Make or Brand	Model Number	Serial Number	Maximum Amperage
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You will need to submit a **Move Request Form** in order to schedule installation or removal of equipment. If you do not have a form, please call 505.255.5422 or send an email to storage.support@bigbyte.cc. A form can be faxed or emailed to you immediately.

Parking access is granted per contract. Overnight parking is not permitted. bigbyte.cc, WG Management and their affiliates reserve the right to tow any vehicle.

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DELIVERIES AND VISITORS

bigbyte.cc understands that your company may need to schedule visits for repairs to equipment, deliveries, and other general needs. To better expedite these projects we ask that you follow these simple instructions:

Deliveries

Deliveries are accepted on weekdays 8:00 AM – 5:00 PM and must be scheduled. All delivery persons must check in and out at the bigbyte.cc security desk and have an escort with them at all times. If you are unavailable to sign for your delivery, bigbyte.cc personnel will accept your delivery on your behalf and notify you of the delivery. bigbyte.cc makes no warranties or assurances as to the condition of any package or contents therein, received on your behalf.

Visitors

Visitors are not issued access cards. Requests for recurring visitor access or semi-permanent group status must be submitted in writing. All visitors must obtain access from bigbyte.cc and will require an escort while on the property. No after-hours access will be given to a visitor without the prior approval of bigbyte.cc.

All visitors must sign in and out with the bigbyte.cc security desk. Prior to the visit, please be prepared to provide the following information:

- name of the company and person
- phone number
- date, time, and purpose of visit

bigbyte.cc reserves the right to request additional paperwork depending on the purpose of the visit.

No access will be given to anyone without proper identification and authority to be on the premises.

If visits exceed initially scheduled timeframe, we will work with you to ensure our mutual goals are met.

All visitors must have an escort in the facilities with them at all times.

Please remember that these rules are for both the convenience and safety of you and others at the facilities. Thank you for your cooperation and please feel free to contact us should you have any questions.

Thank you and welcome!
-bigbyte.cc

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WELCOME PACK GUIDE

Data Center Rules and Regulations

- Basic data center facility rules and regulations. Your signature means you and all affiliates will comply with these rules.

Parking Lot Guidelines

- Parking lot guidelines. Your signature means you and all affiliates will comply with these guidelines.

Authorized Signatory

- The Authorized Signatory or contracting officer is authorized to assign Designees.
- Designees may sign any authorizing documents on behalf of the Authorized Signatory.
- It is suggested that at least one Designee be named, as the Authorized Signatory may not always be available to submit a signature.
- Designees are not able to change the client contract.

Contact Information

Please provide the primary contacts for each of the following categories:

- Technical – head technician for projects
- Administrative – Authorized Signatory or Designees; paperwork verification, contract updates, etc...
- Accounting – person designated to field accounting requests, invoices, and reconciliations
- Emergency contact information (after normal business hours).

Security Access Authorization

- Your signature (Authorized Signatory or Designees) is required to authorize access to your company space at the bigbyte.cc facility.
- Please have state issued driver's licenses or state issued identification cards for each name authorized on the Security Access Authorization Form ready for verification.
- Please submit current color photographs to access.support@bigbyte.cc or allow us to take your photograph for your badge.
- Indicate location (cabinet/office/etc.) and hours of access for each authorized individual. (i.e., 24 hours, 8-5, M-F, etc.)
- Regularly review your list of authorized users for the purpose of granting, reassigning, or disabling employee access for any reason.

Key Change Request

- Your authorized signature (Authorized Signatory or Designees) is required for key issuance.

Tape Exchange Procedures

- Please detail the procedure that you would like us to follow regarding media services (i.e., preferred time and day for courier services, special instructions, etc.).
- We provide courier services for multiple clients and will work with you to schedule a consistent delivery time and day.

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WELCOME PACK GUIDE

Visitor Request

- Your authorized signature (Authorized Signatory or Designees) is required to request visitor access.
- Please list all expected visitors.
- We must receive this form at least 24 hours in advance.

Move Request

- This form is required for moving equipment in or out of the facility.
- All items will be bar-coded for bigbyte.cc inventory purposes upon entry to any bigbyte facility.

Press & Marketing Request

- This form is required if your company would like to be contacted concerning possible co-branding or marketing opportunities in the future.

Website User Authorization

- Your signature (Authorized Signatory or Designees) is required to authorize access to your Client Dashboard on the bigbyte.cc website.
- There are two levels of users available, full-access Admin Users and restricted access Staff Users.
- Admin Users have access to contract files, the current Welcome Pack on file, and other paperwork as requested (accounting, reporting, etc...). They may submit paperwork online.
- Staff Users have access to files as requested and can download blank forms.

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DATA CENTER RULES AND REGULATIONS

Forms may be emailed to access.support@bigbyte.cc

- I. No food or drinks in the data center at any time.
- II. No photography allowed at any time.
- III. No persons under the age of 18 permitted.
- IV. No animals are allowed in the facility except service animals.
- V. Clients, contractors, and visitors are prohibited from working on any cabling outside their contracted space.
- VI. Clients, contractors, and visitors are prohibited from working on any electrical wiring, etc. for any reason at any time. Electrical needs will be relayed to bigbyte.cc personnel for work.
- VII. Large bags, backpacks, etc. are subject to search at the discretion of bigbyte.cc. All bags, backpacks, etc. may be stored in the data center lockers for convenience.
- VIII. All approved visitors must check in with security personnel before entering the data center.
 - a. No visitors are permitted without authorized "Welcome Pack" documents.
- IX. All large equipment moves must be scheduled and approved at least 24 hours in advance.
- X. All equipment being brought in or removed must be checked in with security personnel and documented, to include bar code.
 - a. Client/contractor is responsible for ensuring no boxes, paper, plastic, fabric, or any other flammable debris are in the data center at any time. **No unpacking may be performed in the data center.**
 - b. Client/contractor is responsible for removal and disposal of any and all packing materials.

*Items will not be disposed of in the bigbyte.cc facility dumpster.

I have read and understand all sections of this form pertaining to my work. I will cooperate fully with bigbyte.cc management and agree to cease any actions deemed unacceptable by bigbyte.cc.

Marlena Sanchez

(Signature)

Marlena Sanchez

(Name Printed)

Company Name: Los Alamos CountyDate: 6/16/2026

Docusign Envelope ID: 2D077049-AB4F-88A6-80AE-B41EB08E5294



PARKING LOT GUIDELINES

Forms may be emailed to access.support@bigbyte.cc

- I. Clients are limited to parking spaces 46-57 or 60-82, all other spaces are reserved as paid parking.
- II. There are three (3) pedestrian gates and one (1) main vehicle entrance/exit. All gates utilize the same code.
- III. Gate codes are changed on a quarterly basis.
- IV. Welcome Pack contacts will be notified via email of code changes.
- V. Power Yard is off limits to non-bigbyte personnel.
- VI. Please obey a 5 mile an hour speed limit at all times.
- VII. Please observe common courtesy and obey all posted signs.
- VIII. No littering, please place trash in proper receptacles to maintain a clean parking area.
- IX. Any issues with gate functionality, parking lot cleanliness or non-emergent concerns should be reported to facilities.support@bigbyte.cc.
- X. Any suspicious or criminal activity witnessed in the parking lot should be reported to the bigbyte.cc security desk immediately.
- XI. No overnight parking without prior expressed permission,
- XII. bigbyte.cc, Santa Fe Pacific Trust, WG Management, and their affiliates cannot be held responsible for damages or theft to vehicles.
- XIII. Clients are responsible for relaying parking rules to their Company personnel that will utilize the bigbyte.cc parking lot.
- XIV. Clients are responsible for relaying parking rules to any visitors or contractors their Company invites to bigbyte.cc.

I have read and understand all sections of this form pertaining to my use of the bigbyte.cc parking lot. I will cooperate fully with bigbyte.cc management and agree to cease any actions deemed unacceptable by bigbyte.cc.

Marlena Sanchez

(Signature)

Marlena Sanchez

(Name Printed)

Company Name: Los Alamos CountyDate: 6/16/2026

DocuSign Envelope ID: 2D077049-AB4F-88A6-80AE-B41EB08E5294

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AUTHORIZED SIGNATORY

Forms may be emailed to access.support@bigbyte.cc

Clients are responsible for maintaining an up to date Welcome Pack. Please submit any updates to this form to bigbyte.cc via email.

I, Anne W. Laurent (Name), as the Authorized Signatory for Los Alamos County (Company), hereby duly authorize Marlena Sanchez (Designee), to sign any and all forms related to access, equipment installation/removal, storage items retrieval/delivery, including, but not limited to those contained in the bigbyte.cc Welcome Pack. I understand that all facility change orders or requests affecting the substance of the contract must be approved by the Authorized Signatory and not the Designee.

Authorized SignatoryAnne W. Laurent

(Signature)

Anne W. Laurent

(Printed Name)

Company Name: Los Alamos CountyTitle: County ManagerPhone Number: 505.662.8400

Emergency Number: _____

Email: anne.laurent@losalamosnm.govDate Effective: 6/15/2026**Designee**Marlena Sanchez

(Signature)

Marlena Sanchez

(Printed Name)

Company Name: Los Alamos CountyTitle: Program Manager-InfrastructurePhone Number: 505.663.1996

Emergency Number: _____

Email: marlena.sanchez@losalamosnm.gov

Date Effective: _____

DocuSign Envelope ID: 2D077049-AB4F-88A6-80AE-B41EB08E5294

**CONTACT INFORMATION***Forms may be emailed to access.support@bigbyte.cc*

Clients are responsible for maintaining an up to date Welcome Pack. Please submit any updates to this form to bigbyte.cc via email.

Technical Contact

Contact Name: Chris McRae **Company Name:** Los Alamos County
Email: chris.mcrae@losalamosnm.gov **Phone Number:** 505.662.1213
Address: 1000 Central Ave., Suite 220, Los Alamos, NM 87544

Administrative Contact

Contact Name: Marlena Sanchez **Company Name:** Los Alamos County
Email: marlena.sanchez@losalamosnm.gov **Phone Number:** 505.663.1996
Address: 1000 Central Ave., Suite 220, Los Alamos, NM 87544

Financial/Accounting Contact

Contact Name: Bev Purtymun **Company Name:** Los Alamos County
Email: beverly.purtymun@losalamosnm.gov **Phone Number:** 505.709.8577
Address: 1000 Central Ave., Suite 220, Los Alamos, NM 87544

Emergency Contacts

In the event of an emergency, bigbyte.cc will contact personnel listed below via email and/or phone with information and updates outside of normal business hours.

Contact Name: Chris McRae **Phone Number:** 505.662.1213
Email: chris.mcrae@losalamosnm.gov

Contact Name: Robert Mincey **Phone Number:** 505.663.1985
Email: robert.mincey@losalamosnm.gov

Contact Name: Marlena Sanchez **Phone Number:** 505.663.1996
Email: marlena.sanchez@losalamosnm.gov

DocuSign Envelope ID: 2D077049-AB4F-88A6-80AE-B41EB08E5294



SECURITY ACCESS AUTHORIZATION

Forms may be emailed to access.support@bigbyte.cc

Clients are responsible for maintaining an up to date Welcome Pack. Please submit any updates to this form to bigbyte.cc via email.

A \$50.00 fee will be charged to replace all lost or damaged cards.

Company Name: Los Alamos County Cabinet/Suite: _____
Client Contact: Marlena Sanchez Phone: 505.663.1996
Email: marlena.sanchez@losalamosnm.gov

I authorize access to the company space at bigbyte.cc facilities located at 123 Central Avenue NW, Albuquerque, NM 87102 for the people listed below, so authorized by my signature.

Authorized by: Marlena Sanchez Marlena Sanchez
(Signature) (Name Printed)

Company Name: Los Alamos County Date: _____
By signing for and accepting your card, you are giving bigbyte.cc permission to view, collect, use, or store personal, biometric or nonpublic information about yourself.

Card ID: _____ Card Received (Signature & Date): _____
Name: Chris McRae ID Exp. Date & State: _____
Access: _____ Hours: _____ ☐ New ☐ Replacement

Card ID: _____ Card Received (Signature & Date): _____
Name: Robert Mincey ID Exp. Date & State: _____
Access: _____ Hours: _____ ☐ New ☐ Replacement

Card ID: _____ Card Received (Signature & Date): _____
Name: Marlena Sanchez ID Exp. Date & State: _____
Access: _____ Hours: _____ ☐ New ☐ Replacement

Card ID: _____ Card Received (Signature & Date): _____
Name: John Roig ID Exp. Date & State: _____
Access: _____ Hours: _____ ☐ New ☐ Replacement

Section to be completed by bigbyte.cc

Authorized Signature Verified	By: _____	Date: _____	Notes: _____
Card Recipient ID Verified	By: _____	Date: _____	_____
Card Activated	By: _____	Date: _____	_____

Docusign Envelope ID: 2D077049-AB4F-88A6-80AE-B41EB08E5294

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KEY CHANGE REQUEST

Forms may be emailed to access.support@bigbyte.cc

Clients are responsible for the return of all keys. A \$50.00 fee will be charged for all keys not returned to bigbyte.cc upon contract termination.

Company Name : Los Alamos County Cabinet/Suite: _____
 Client Contact: Marlena Sanchez Phone: 505.663.1996
 Email: marlena.sanchez@losalamosnm.gov

Authorized Signature: Marlena Sanchez Marlena Sanchez
 (Signature) (Name Printed)
 Company Name: Los Alamos County Date: 6/16/2026

Key Issue

Person to Receive Key	Key Type (Office, Cabinet, Cage)	Number of Keys	Keys Received By: (Signature and Date)	Keys Delivered By: (Signature and Date)

Key Return

Person Key was Assigned to	Key Type (Office, Cabinet, Cage)	Number of Keys	Keys Received By: (Signature and Date)	Keys Delivered By: (Signature and Date)

Section to be completed by bigbyte.cc

Authorized Signature Verified By: _____ Date: _____ Notes: _____
 Locations Verified By: _____ Date: _____
 Keys Copied By: _____ Amount: _____

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TAPE EXCHANGE PROCEDURES

Forms may be emailed to storage.support@bigbyte.cc

Clients are responsible for maintaining an up to date Welcome Pack. Please submit any updates to this form to bigbyte.cc via email.

Company Name: Los Alamos County

Day(s) of Week Required: _____

Time of Day Preferred: _____

Special Handling Instructions: _____

Please use the space below to specify the procedure that bigbyte.cc personnel will need to follow when removing/installing tapes within cabinets at bigbyte.cc facilities. Include the server identifiers or any applicable label to facilitate execution of procedure.

Procedure:Not Applicable

In the Event of Error:Not Applicable

Section to be completed by bigbyte.cc

Cabinet #: _____ Vault Location: _____

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VISITOR REQUEST

Forms may be emailed to access.support@bigbyte.cc

All clients hosting any visitors must first sign in all unbadged persons at the security desk. bigbyte.cc reserves the right to request additional paperwork from visitors depending on the purpose of the visit.

Company Name: Los Alamos County Cabinet/Suite: _____
 Client Contact: Marlena Sanchez Phone: 505.663.1996
 Email: marlena.sanchez@losalamosnm.gov
 Date of Visit: _____ Time of Visit: _____
 Purpose: _____

I will cooperate with bigbyte.cc and I agree to cease and desist any actions deemed unacceptable by bigbyte.cc. I also agree to comply with listed Terms and Conditions as well as to supply a list of attendees to bigbyte.cc at least one business day prior to scheduled visit.

Authorized by: Marlena Sanchez Marlena Sanchez
 (Signature) (Name Printed)

Company Name: Los Alamos County Date: 6/16/2026

Terms & Conditions

bigbyte.cc reserves the right to cancel, change, or modify schedule as needed in management of the facilities. bigbyte.cc personnel will be happy to conduct a tour for you, please let us know if you would like a formal tour.

- Client representative must be present with all visitors at all times.
- Visitors are any unbadged person
- All visitors must comply with standard data center rules
- No photographic or recording equipment is permitted
- Client hereby waives any and all liability against bigbyte.cc for any damage or injury to client equipment, software, and other property located at bigbyte.cc caused by visitor
- Visitor hereby waives any and all liability against bigbyte.cc to uphold client and visitor agreements

Visitor Name	Company	Signature	Time		ID Checked
			In	Out	

Section to be completed by bigbyte.cc

Authorized Signature Verified By: _____ Date: _____

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MOVE REQUEST

Forms may be emailed to storage.support@bigbyte.cc

All visitors performing work must check in at the security desk and also be accompanied by a Client representative. bigbyte.cc reserves the right to request additional paperwork from visitors depending on the purpose of the visit.

Request for: ☐ Move In ☐ Move Out ☐ Delivery ☐ Other

Company Name: Los Alamos County Company Phone:
 Client Contact: Marlena Sanchez Client Contact Phone: 505.663.1996
 Cabinet/Suite: Move Date and Time:

Badged Personnel: _____
 (Signature) (Printed Name)

Company Name: Los Alamos County Date:

Terms & Conditions

- bigbyte.cc reserves the right to cancel, change or modify work/move schedules as needed in management of the building.
- Security personnel will be present at every move and correct paperwork must be presented prior to any scheduled work/move.

All large moves will be scheduled and performed: before 7:30AM, 9:00AM to 11:00AM, 1:00PM to 4:00PM, and/or after 5:30PM.

Equipment Type	Make or Brand	Model #	Serial #	bb.cc Barcode	Watts or Max Amperage	Added or Deleted

Notes:

Section to be completed by bigbyte.cc

Form Verified By: _____ Date: _____
 Work Order Submitted By: _____ Date: _____

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PRESS & MARKETING REQUEST

Forms may be emailed to access.support@bigbyte.cc

Clients are responsible for maintaining an up to date Welcome Pack. Please submit any updates to this form to bigbyte.cc via email.

Company Name: Los Alamos County Cabinet/Suite: _____
Marketing Contact: _____ Phone: _____
Email: _____

I authorize bigbyte.cc to contact the above individual regarding the company marketing or co-branding items indicated below, so authorized by my signature.

Authorized by: _____
(Signature) (Name Printed)

Company Name: Los Alamos County Date: _____

We often include client references or examples in our marketing materials. It is also beneficial to reference clients when providing tours and recommending services.

As we are under a confidentiality agreement with your company, please indicate if your company would like to approve the co-branding or marketing opportunities below:

- ☐ Press release concerning your new bigbyte location
- ☐ Mention of company and/or logo in bigbyte.cc print materials
- ☐ Mention of company during tours, podcasts, and other presentations
- ☐ Co-branding of company with bigbyte during tradeshow
- ☐ Utilizing your company as a reference for other potential or existing bigbyte.cc clients
- ☐ Placement of your company's marketing materials in bigbyte.cc
- ☐ Mention of company and/or logo on bigbyte.cc web based materials
- ☐ Recognizing your company in bigbyte.cc social media posts

Facebook Page: _____

LinkedIn Page: _____

Twitter Handle: _____

- ☐ Other: _____
- ☒ None of the above

Section to be completed by bigbyte.cc

Authorized Signature Verified By: _____ Date: _____ Notes _____

DocuSign Envelope ID: 2D077049-AB4F-88A6-80AE-B41EB08E5294



WEBSITE USER AUTHORIZATION

Forms may be emailed to access.support@bigbyte.cc

Clients are responsible for maintaining an up to date Welcome Pack. Please submit any updates to this form to bigbyte.cc via email.

Company Name: Los Alamos County Cabinet/Suite: _____
Client Contact: _____ Phone: _____
Email: _____

I authorize access to the company data stored on the bigbyte.cc website for the people listed below, so authorized by my signature.

Authorized by: Marlena Sanchez Marlena Sanchez
(Signature) (Name Printed)

Company Name: Los Alamos County Date: _____

Name: Chris McRae Company Email: chris.mcrae@losalamosnm.gov

is hereby authorized to access the bigbyte.cc dashboard under following conditions:

Access Level: ☒ Admin Documents *Can submit forms for the company: Current Welcome Pack, Authorization Forms, Contract, Invoices, Bandwidth Reporting, etc...*
☐ General Forms *Can download blank forms from Welcome Pack.*

Name: Marlena Sanchez Company Email: marlena.sanchez@losalamosnm.gov

is hereby authorized to access the bigbyte.cc dashboard under following conditions:

Access Level: ☒ Admin Documents *Can submit forms for the company: Current Welcome Pack, Authorization Forms, Contract, Invoices, Bandwidth Reporting, etc...*
☐ General Forms *Can download blank forms from Welcome Pack.*

Name: John Roig Company Email: john.roig@losalamosnm.gov

is hereby authorized to access the bigbyte.cc dashboard under following conditions:

Access Level: ☒ Admin Documents *Can submit forms for the company: Current Welcome Pack, Authorization Forms, Contract, Invoices, Bandwidth Reporting, etc...*
☐ General Forms *Can download blank forms from Welcome Pack.*

Section to be completed by bigbyte.cc

Authorized Signature Verified	By: _____	Date: _____
Website User Setup	By: _____	Date: _____