



Colocation Terms

version 1.0

The following Colocation Terms are the Service-Specific Terms applicable to the colocation of a Customer's computers and equipment on the premises of Digital Agent, LLC ("DA") except to the extent expressly provided otherwise in a written agreement between DA and the Customer.

1. General Terms and Conditions.

These Colocation Terms supplement DA's General Terms and Conditions (the "GTCs") applicable to all services offered by DA. In the event of any conflict between the provisions of these Colocation Terms and any provision of the GTCs, the provisions of these Colocation Terms shall prevail.

2. Definitions.

When used in Customer's Application, the DA Quote, the GTCs or these Colocation Terms, the following terms shall have the definitions set forth below. Other terms are defined in Customer's Application, in the GTCs and elsewhere in these Colocation Terms.

- a. "Controlling Arrangement"** means any franchise, leasehold, easement, right of way, license, mortgage, loan, deed or other right or interest governing the Premises and all applicable terms and conditions of DA's right to use the Premises.
- b. "Customer Equipment"** means the equipment identified on the Colocation Schedule(s) attached to the DA Quote, including all cable, wiring, connection lines, and other equipment or property installed in the Space, as the same may be revised from time to time by delivery of written notice from Customer to DA and acceptance by DA, in DA's sole discretion. Customer Equipment shall not include voice circuit switching equipment.
- c. "Colocation Space"** means the floor and/or rack space allotted to the Customer by DA at the Premises.
- d. "License Term"** means the term specified in a Colocation Schedule attached to the DA Quote, during which DA shall license the use of specific Colocation Space for the Customer Equipment identified in such Colocation Schedule.
- e. "Premises"** means the premises leased or licensed to or otherwise controlled or occupied by DA at 1000 Circle 75 Parkway, Suite 100, Atlanta, Georgia 30339.

3. License Term.

- a.** Except as provided in Section 3.d, the License Term shall commence on the Service Commencement Date determined as provided in the GTCs and shall remain in effect for the period identified on the Colocation Schedule as the License Term.
- b.** DA shall license the use of specific Colocation Space to Licensee for the License Term specified in each Colocation Schedule attached to the DA Quote.
- c.** Customer and DA may extend a License Term only by mutual agreement.
- d.** Notwithstanding any provision of the GTCs or these Colocation Terms to the contrary, in no event shall a License Term exceed the term, including any renewal term(s), of any Controlling Arrangement.

4. License.

- a.** Subject to the terms and conditions of these Colocation Terms, by accepting Customer's Application including a Colocation Schedule attached to the applicable DA Quote, DA grants to Customer a nonexclusive license (the "License") to occupy and use the Colocation Space designated on the Colocation Schedule(s) attached to the DA Quote for the sole and exclusive purpose of installing, operating, maintaining, and repairing the Customer Equipment. From time to time, the Parties may agree to amend the Agreement by including or removing one or more Colocation Schedule(s). Each Colocation Schedule shall be effective upon execution by the Parties.
- b.** Customer shall not sublicense, lease, rent, share, resell or allow the use of the Customer Equipment, Colocation Space, or the Premises, in whole or in part, by any third party, including but not limited to other providers of computer, information, or communications services, without DA's prior written consent.
- c.** Customer agrees and acknowledges that its rights hereunder are subordinate in all respects to any Controlling Arrangements. DA shall not have any obligation to renew or extend any Controlling Arrangement, but shall, during the period that would constitute the License Term but for the provisions of Section 3.d, use commercially reasonable efforts to maintain any Controlling Arrangement in full force and effect.
- d.** Customer acknowledges that the License grants only a limited license to occupy the Colocation Space and use the Customer Equipment therein, that Customer has not been granted any easement, leasehold or any other real or personal property interests in the Premises, and that it has no ownership or other property rights as a tenant or otherwise in the Premises.
- e.** DA shall have no obligation to license or otherwise provide additional Colocation Space for any additional equipment.
- f.** Customer acknowledges that the Colocation Space and any related services are for the direct benefit of Customer, and not for use as a network node for third parties passing through Customer's Colocation Space or for subletting. Customer shall not allow its customers or other



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third-parties to install a connection(s) for use as a network node without DA's express prior written consent, which consent shall be granted by DA only pursuant to a written agreement between DA and Customer stating the terms and conditions for use of the Colocation Space as a network node. This provision does not restrict or limit Customer's ability to obtain direct connections or cross connections to other customers collocated in the Premises, subject to Customer's obligation to obtain prior written consent from DA pursuant to Section 6.f of these Collocation Terms.

g. DA reserves the right to grant, renew or extend similar licenses to third parties for locating equipment and facilities in the Premises.

5. Access.

a. Customer shall have access to the Premises and Colocation Space solely for the purpose of receiving, installing, operating, maintaining, and repairing the Customer Equipment, twenty-four (24) hours per day, seven (7) days per week, subject to any requirements of DA and any Controlling Arrangements (which requirements, if any, shall be provided to Customer and may be updated by DA from time to time). Such access may require a security escort if deemed necessary by DA in its sole discretion. If so required, DA shall charge Customer a fee for such security escort, which fee shall be at the DA standard rate if DA is given at least twenty-four (24) hours notice, or at the DA emergency rate if DA is given less than twenty-four (24) hours notice.

b. DA shall have unrestricted access to the Premises and Colocation Space at all times without prior notice to Customer. DA will not enter Customer's Colocation Space except to perform any services for Customer, to inspect the Colocation Space, to perform any maintenance of the Colocation Space, or in the event of an emergency, as DA deems necessary for it to address the emergency.

c. Customer agrees to provide DA a contact telephone number that is monitored twenty-four (24) hours per day, seven (7) days per week and a contact escalation list in the event DA needs to contact Customer for any reason, and Customer shall post such number and escalation list prominently in the Colocation Space or in a location adjacent thereto designated by DA.

6. Customer Equipment.

a. Insofar as the rights of DA and Customer are concerned, all Customer Equipment shall belong to Customer and shall be located in the Premises at the sole risk of Customer. Customer shall label all Customer Equipment installed by Customer as such.

b. Customer must be present to receive all deliveries at the Premises or Colocation Space, must schedule the receipt of any deliveries with DA at least twenty-four (24) hours in advance of each delivery, and must ensure that all deliveries occur as scheduled. DA shall not be held responsible in any way for the care of any deliveries made to the Premises or Colocation Space. Customer shall move all deliveries away from the loading dock or other receiving area at the Premises within five (5) hours of delivery, provided that if a delivery is not so moved, DA may move the Customer Equipment to another site, and DA will not be responsible for the condition thereof.

c. Customer Equipment may not be stored at the Premises unless it is housed within the Colocation Space. Customer shall not use the Colocation Space as a work site. Customer shall not operate its business out of the Colocation Space or house personnel in the Colocation Space. Mail deliveries to Customer may not be sent to the Premises. Any mail addressed to Customer at the Premises will be refused.

d. Customer shall at its sole expense maintain and repair the Customer Equipment, including without limitation to avoid hazard or damage to the Premises or injury to DA employees, agents and suppliers or to the public. Where additional protection facilities are required, Customer shall provide the same at Customer's sole expense.

e. Except as otherwise provided herein, DA shall have no ownership rights to or interest in the Customer Equipment.

f. Customer Equipment may be connected to DA equipment or to the equipment of other DA customers collocated in the Premises only with the prior written consent of DA. Customer may install additional Customer Equipment in the Colocation Space only with prior written approval of DA.

7. Construction, Installation and Maintenance.

a. Prior to beginning any installation work in the Premises, including but not limited to alterations or modifications, Customer shall, at its sole expense, prepare and deliver to DA working drawings, plans and specifications (the "Plans"), detailing the location and size of the Equipment and specifically describing any proposed work. No work shall begin until DA shall have approved the Plans, which approval shall not be unreasonably withheld.

b. Customer shall perform construction, installation, maintenance and related work in a safe and workmanlike manner consistent with all manufacturer specifications, generally accepted industry standards and practices, and other requirements provided by DA. Customer shall perform so as to minimize interference with the operation of the Premises and the occupants' activities and businesses, and DA shall have the right to order Customer to cease its installation activities, without liability to DA, if DA reasonably determines that such activities are interfering or will interfere with the operation of the Premises or the occupants' activities and quiet enjoyment thereof. DA's authorized employee or agent shall



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have the authority, without subjecting DA to any liability, to suspend Customer's work operation in and around the Premises, if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices (including unsafe practices which may threaten the integrity of DA's facilities) are being followed by Customer's employees, agents or contractors. The presence of DA's authorized employee or agent shall not relieve Customer of any of its obligations hereunder. Customer shall be responsible for safety conditions in the areas of work performance at all times. Upon completion of installation, Customer shall leave the Premises clean and free from all of its materials and equipment not required after installation and from all rubbish and debris which result from installation.

c. Customer shall obtain and maintain all necessary federal, state and municipal permits, licenses and approvals, prior to the commencement of any maintenance, installation and related work.

d. Customer may subcontract for work permitted within the Colocation Space or Premises to any entity competent, licensed and bonded to perform such work. Customer must obtain DA's written approval before utilizing any subcontractor to perform any activities within the Colocation Space or Premises and provide evidence that such subcontractor maintains the same or additional insurance coverage as Customer as specified in the GTCs and these Colocation Terms. In no event shall any such subcontract or DA's approval of any subcontractor relieve Customer of any of its obligations or liabilities under the GTCs or these Colocation Terms.

e. Customer shall be responsible for the prompt satisfaction, payment or bonding off of any liens for any provider of work, labor, material or services claiming by, through, or under Customer and immediately removing such liens from record. Customer also shall indemnify, hold harmless and defend DA against any such liens, including reasonable attorneys' fees. Such liens may, at DA's discretion, be discharged by DA at Customer's sole expense within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provided that Customer may contest any such liens in good faith and by appropriate proceedings.

f. Customer shall not perform any construction or make any changes or alterations to any part of the Colocation Space, without obtaining the prior written consent of DA. Customer acknowledges that Controlling Arrangements may limit DA's right to make changes or alterations to the Premises, and therefore may limit Customer's rights to make changes or alterations to the Colocation Space.

g. When either Party reasonably believes that, due to the condition of Customer's Equipment placed on or within the Space, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of DA's facilities, the Customer Equipment or equipment or facilities of third parties located on the Premises, or to DA's or Customer's ability to meet its service obligations, DA or Customer may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. Customer shall coordinate all non-emergency corrective work with DA. Before performing any emergency corrective work, Customer shall attempt to notify DA if practicable. When an emergency situation exists such that advance notice and coordination are not practicable, Customer or DA may perform corrective work without first giving notice to the other Party and shall promptly notify the other Party of the corrective work performed. Customer shall bear all expenses arising out of or in connection with emergency repairs of Customer Equipment and the Colocation Space. Customer will reimburse DA for the cost incurred by DA for any emergency work performed by DA on Customer's behalf as provided in this section.

h. DA reserves the right to inspect Customer's installation and the Customer Equipment with advance notice to ensure compliance with the installation standards in these Colocation Terms and the Plans. DA will provide written notice of any such inspection. The making of periodic inspections or the failure to do so shall not operate to impose upon DA any liability of any kind whatsoever nor relieve Customer of any responsibility, obligations or liability assumed hereunder.

i. DA reserves the right to require Customer to relocate any or all of the Customer Equipment upon thirty (30) days prior written notice, or in the event of an emergency, within such time as may be reasonable under the circumstances, to another comparable colocation space. The site of relocation shall afford comparable environmental conditions for the Customer Equipment and comparable accessibility to the Customer Equipment. Customer shall be responsible for all relocation costs, except if the requested relocation is arbitrary, is due to the negligence of DA or is solely for the convenience of DA, in which case DA shall pay for all relocation costs. Upon any such relocation, Customer's Agreement with DA, the License and the associated Colocation Schedule shall be deemed to apply to such portion of the Premises in which the Customer Equipment is then located by DA.

8. DA Services.

a. During the License Term, DA shall provide the following services (the "Basic Services") at the Colocation Space:

- i.** Space. DA shall provide Customer floor and/or rack space in the Premises as specified in the Colocation Schedule, which shall constitute the Colocation Space.
- ii.** Power. DA shall furnish to Customer electrical power necessary to meet the reasonable requirements of Customer. If the power provided by DA causes interference with the proper operation of Customer's Equipment, Customer will be responsible for providing at Customer's sole expense any filtering or regulation devices within the Colocation Space necessary to correct the interference.
- iii.** Lighting. DA shall provide overhead fluorescent lighting in the area where the Colocation Space is located.
- iv.** HVAC. DA shall provide cooling capacity for the Colocation Space.



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- v. Security. The Premises shall be secured 24 hours per day, 7 days per week with an electronic security system and an electronic access control system, but the Colocation Space shall not have any independent security measures.
- vi. Fire Protection. The Premises contain a fire suppression system. The Colocation Space does not have any independent fire protection.
- b. Customer may request in the applicable Colocation Schedule(s), and DA may determine in its sole discretion to provide, any of the following additional services (the "Additional Services") at the Colocation Space. Fees and charges applicable to the Additional Services ("Service Charges") shall be specified in the Colocation Schedule(s) or, to the extent not specified in an applicable Colocation Schedule, shall be DA's standard fees and charges for such services.
 - i. Receipt and/or installation in the Colocation Space of Customer Equipment that has been delivered to the Premises. If DA performs any such services on behalf of Customer, DA (a) shall not be responsible for inspection of any Customer Equipment or components delivered to the Colocation Space; (b) shall not be liable for any defects or omissions in such Customer Equipment or components; and (c) shall not be liable for any defects, omissions or errors in the performance of such services unless caused by the gross negligence or willful misconduct of DA or its employees.
 - ii. Diagnostic and repair services, which include first level diagnostic and repair services (power cycling, checking connectors).
 - iii. Maintenance of the Customer Equipment in accordance with the manufacturers' specifications, subject to Customer's providing training or arranging with the manufacturers to provide DA with training on maintaining the Customer Equipment. Customer shall pay all costs (including, but not limited to, travel expenses and DA's standard hourly rates for DA personnel attending training) for any such training received by DA.
 - iv. Upon written request and instructions from Customer, DA may provide certain technical services, which may include the following: reset power on equipment; insert or re-seat cards into slots. provide cabling support, visually inspect devices to assess equipment status (e.g., status lights, power lights, cabling), and provide status reports to Customer.
 - v. Any services other than those referred to in the preceding clauses shall be determined on a case-by-case basis with the scope and prices of such services to be negotiated between the Parties.
- c. DA shall use commercially reasonable efforts to notify Customer in advance of any planned utility or other interruptions or outages which may interfere with Customer's use. The parties shall use their best efforts to avoid any unnecessary interruptions and, where required, to work with each other to plan and coordinate necessary service and utility interruptions so as to minimize disruptions to the Customer Equipment and DA's facilities. In no event shall DA be liable to Customer or any third party for any damages, liabilities or expenses resulting from or caused by such interruptions or outages, whether or not due to DA's own negligence or otherwise.
- d. Subject to the provisions of this Section 8.d, Customer shall receive credit ("Outage Credit") against the Monthly License Fee owed to DA if there is a service interruption due to a power outage in the Colocation Space affecting the Customer Equipment for one (1) hour or more ("Service Interruption"). The Outage Credit shall be equal to the proportionate amount of the Monthly License Fee paid by Customer for the duration of the power outage, as measured from the time Customer notifies DA of the Service Interruption until DA restores power. For calculating Outage Credits, every month is considered to have thirty (30) days. The Outage Credit shall be calculated as 1/720th of the Monthly License Fee for each hour of service interruption due to a power outage in the Colocation Space. No Outage Credit will be given for: (1) Service Interruptions due to the negligence of Customer or Customer's noncompliance with any provision of the GTCs or these Colocation Terms; (2) Service Interruptions caused in the course of routine maintenance, testing and/or adjustment of DA facilities related to the provision of the Colocation Space; or (3) Service Interruptions due to the failure or malfunction of the Customer Equipment. Credits will appear on the next monthly invoice sent by DA after the Service Interruption; provided, however, that if the Service Interruption occurs late in a month, the Outage Credit will appear on the second month's invoice after the Service Interruption. Credits for Service Interruption occurring in the last month of the License are payable to Customer within thirty (30) days after termination of the License. The foregoing states Customer's sole remedy for any Service Interruption under these Colocation Terms.

9. Fees and Charges.

DA shall invoice Customer (and Customer shall pay) in accordance with the provisions of the GTCs for the rates and charges set forth in each Colocation Schedule and DA's standard rates and charges for any services provided by DA for which rates and charges are not set forth in an applicable Colocation Schedule. The License Fee and any Service Charges for the first month of a License Term will be pro rated in proportion to the number of days between the Service Commencement Date and the last day of the month in which the Service Commencement Date occurs. In the event that DA cannot tender to Customer the Colocation Space in accordance with these Colocation Terms for any reason other than the acts or omissions of Customer, Customer shall not be obligated to pay the License Fee set forth in the Colocation Schedule until such time as DA tenders to Customer the Colocation Space in accordance with these Colocation Terms. Except as provided herein, DA shall not be liable to Customer in any way for such delay or failure to tender the Colocation Space to Customer in a timely manner.



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10. Representations, Covenants and Warranties.

a. Customer covenants and warrants to keep the Colocation Space and the Customer Equipment in good order, repair and condition throughout the License Term, to promptly and completely repair any and all damage to the Premises caused by Customer, to comply with federal, state and municipal laws, orders, rules and regulations applicable to Customer, its activities and the Customer Equipment, and to pay all monthly License Fees and other amounts when due.

b. DA makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, and expressly disclaims any such warranties, including but not limited to warranties of merchantability or fitness for a particular purpose or other representation regarding the Premises, including without limitation that the Colocation Space, the Premises or any Services are suitable for Customer or its intended use thereof. Customer has inspected the Colocation Space and the Premises, accepts the same "as is" and agrees that DA is under no obligation to perform any work or provide any materials to prepare the Colocation Space or the Premises for Customer except as expressly stated in an applicable Colocation Schedule.

11. Termination of License.

a. DA has the right, exercisable in its sole discretion, to terminate any or all individual License Terms upon sixty (60) days prior written notice to Customer or such other lesser notice as is reasonable under the circumstances if (i) any law, statute, ordinance, decision, order, regulation or opinion issued by a governmental agency or regulatory body causes a loss or impairment of DA's possession or use of the Premises or other DA property or causes DA to suffer a financial loss with respect to the use of the Premises or the License and Services provided to Customer; (ii) the Premises are condemned or otherwise taken pursuant to eminent domain in whole or in part; (iii) any Controlling Arrangement is terminated or otherwise modified in a way that causes a loss or impairment of DA's control, possession or use of any relevant part of the Premises or that causes DA to suffer a financial loss with respect to the use of the Premises, Colocation Space or Services; or (iv) a casualty occurs pursuant to Section 11.c of these Colocation Terms.

b. If Customer chooses to terminate a License prior to the end of the applicable License Term, Customer shall pay to DA an Early Termination Charge equal to thirty percent (30%) of the Monthly License Fee identified in the affected Colocation Schedule(s) for the Colocation Space multiplied by the number of months remaining in such License Term.

c. If any part of the Premises in which the Colocation Space is located is damaged by fire or other casualty, DA shall give prompt notice thereof to Customer. DA, in its sole discretion and subject to any Controlling Arrangements, may choose to repair or rebuild damage. If DA elects not to repair or rebuild the damage, Customer's Agreement for colocation, the License and the applicable Colocation Schedule shall terminate as of the date of such damage, and the License Fees shall be proportionately reduced. If DA elects to repair or rebuild the damage, DA shall repair the damage to substantially the same condition it was in prior to the damage, within a reasonable period of time (to be mutually agreed upon) after the occurrence of such damage. In the event DA shall fail to cause the repair to be completed within such agreed-upon time period, Customer shall thereupon have the option to terminate the License with respect to the affected Colocation Space, which option shall be the sole remedy available to Customer against DA for such damage. If the Colocation Space or any portion thereof shall be rendered unusable by reason of such damage, the recurring Fees for such Colocation Space, as provided in the corresponding Colocation Schedule, shall proportionately abate for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Colocation Space rendered unusable.

d. In the event of any taking by eminent domain (or a conveyance of all or any material portion of the Premises to any entity having the power of eminent domain after receipt of actual notice of the threat of such taking) of all or any material portion of the Premises so as to prevent, in Customer's reasonable judgment, the utilization by Customer of the Colocation Space or suitable alternative space in the Premises, Customer shall have the option to terminate the License and be entitled to a proration of any charges hereunder. In the event of any taking by eminent domain, Customer shall acquiesce in and be bound by any action taken or agreement entered into by DA with respect thereto.

e. Upon termination of a License or of a License Term or upon expiration of a License Term, DA shall allow Customer thirty (30) days from the date of such termination or expiration to remove all Customer Equipment from the affected Colocation Space at Customer's sole cost and expense; provided, however, that Customer shall not remove any riser cables, wiring or similar fixtures installed within the Premises but outside the Colocation Space by Customer or any other person or entity, title to which shall transfer automatically to DA upon such termination. Customer shall restore the Colocation Space to its original condition at the beginning of the License Term and shall reimburse DA for the reasonable cost to repair any damage to the Colocation Space or tangible property within the Colocation Space to the extent caused by Customer. If Customer fails to remove any Customer Equipment within such period (or such other time period approved in writing by DA), then DA, in its sole discretion and without liability, may (i) remove such Customer Equipment, and Customer shall reimburse DA for all costs associated with such removal within thirty (30) calendar days after receipt of DA's invoice, or (ii) assume ownership of and title to such Customer Equipment free of any claims by Customer or any person or entity claiming by, through or under Customer, and Customer shall indemnify and defend DA against any claim relating to such Customer Equipment by any person or entity claiming by, through or under Customer.

f. Upon any termination of a Colocation Schedule or a License for any reason, Customer shall be responsible for the payment of any and all



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accrued and unpaid charges up to and including the date of termination and any applicable Early Termination Charge, and Customer shall have no claim against DA for any of the following: (i) relocation expenses; (ii) any part of any award that may be made pursuant to or in connection with any eminent domain order; or (iii) the value of any unexpired portion of the affected License Term.

12. Limitation of Liability.

- a.** Customer shall not seek damages, recovery or performance from any third party to whom DA has a previous obligation to indemnify under a Controlling Arrangement, including property owners and building owners with whom DA has leasing or other arrangements. The terms of this provision shall survive the expiration or termination of Customer's Agreement with DA.
- b.** DA shall not be liable for any damage to Customer Equipment located in the Colocation Space or in the Premises except to the extent such damage is caused by the gross negligence or willful misconduct of DA, its employees or agents.

c. DA shall not be liable for any losses or damages resulting from: (i) the delivery, installation, maintenance, operation or use of equipment or software not provided by DA, (ii) any act or omission of Customer, or its end-users or agents, or any other entity furnishing equipment, products or services to Customer, or (iii) any loss of stored, transmitted or recorded data resulting from the service or the equipment, even if DA has been advised of the possibility of such damages. In no event shall DA's total liability be greater than the lesser of (1) the sum total of payments made by Customer to DA during the three months immediately preceding the event for which damages are claimed or (2) \$10,000.

13. Insurance.

a. Customer has and shall maintain during the License Term, at its sole cost and expense, the following insurance coverage and stipulated limits (subject to increases as reasonably requested by DA), as well any other coverage(s) and limits as may be required by notice to Customer from DA:

Type of Insurance	Minimum Coverage Required
Workers Compensation	As required by applicable law
Commercial General Liability (inclusive of Broad Form Contractual Liability Coverage) with coverage extending to independent contractors and personal injury coverage, product and completed operations, business interruptions, bodily injury and property damage combined	\$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

- b.** Customer shall deliver to DA a certificate of insurance from each of its insurers for the above coverage, on or before the Service Commencement Date. Each certificate shall contain a written representation and covenant by the relevant insurance company that each such relevant policy will not be canceled, terminated or modified without at least thirty (30) days prior written notice to DA and any other party entitled to similar notice under any applicable Controlling Arrangement. All policies shall be endorsed with the provision that coverage provided thereunder shall be primary, and not excess or contributory with regard to any other insurance maintained by DA or any additional insured.
- c.** DA and any other party entitled to be covered under any applicable Controlling Arrangement shall be named as an additional insured under the Commercial General Liability and Umbrella Liability policies. Customer shall obtain the express consent of each underwriter of the policies of insurance specified above to waive its right of subrogation against DA and any other additional insured. Customer and DA each hereby waive any claims either Party may have against the other to the extent covered by such Party's property insurance.