



COLOCATION SERVICES +

Part I: Rates and Charges.

Part II: Service Description and Requirements.

Part III: Terms and Conditions.

Part IV: Service Level Agreement.

Part V: Definitions.

Part I: Rates and Charges.

1. **Details.** Customer agrees to pay the monthly recurring charges (“MRC”) and non-recurring charges (“NRC”) for Colocation Services. The MRCs represent existing standard capacity. Unless the MRCs are set forth in a Service Order, Verizon may change the MRCs for Equipment Space and power on a once per calendar year basis. MRCs for power are not discountable. MRCs will begin accruing on the Service Activation Date for each Service ordered, unless Customer has not provided Verizon with all information reasonably requested by Verizon for the provisioning of Colocation Services.

Part II: Service Description and Requirements.

1. Data center colocation comprises of support, network connectivity, physical access and/or additional services, features, and hardware within a Facility operated by Verizon.
2. Four types of colocation data centers are available: Signature Data Centers, Sterling Data Centers Advanced Data Centers and Standard Data Centers.
 - 2.1 **Signature and Sterling Data Centers.** Signature and/or Sterling Data Centers provide the infrastructure services necessary to deploy Customer’s Colocation Equipment and include:
 - 2.1.1 Non-caged cabinets (on the open data center floor) and caged environments that offer cabinet, rack and custom footprint configurations. A cabinet or custom footprint is assumed to be twenty five (25) square feet in a caged space.
 - 2.1.2 Customer shall not place a load upon any floor of Equipment Space that exceeds either the design load, or its safety factors. Verizon reserves the right, reasonable to industry standards, to prescribe the weight and position of all Customer Equipment on Equipment Space. Each cabinet/rack can support a total equipment weight of 1250 lbs. Requests for cabinets that can support up to 2000 lbs. may be accommodated with Verizon’s prior approval and there may be additional charges to fulfill such requests. Customer will ensure Customer Equipment’s weight does not exceed 1250 lbs. or the amount approved by Verizon, as applicable.
 - 2.1.3 **Power Options:** AC (both Single-phase and Three-phase) and DC power supply options are available. AC Power: AC power supply is available and delivered in a redundant or non-redundant fashion depending on the service ordered. Customer may order a combination of different amperages, voltages and receptacles (for which Customer will provide power strips) or Customer may also plug directly into an electrical receptacle. Any Customer provided power strips must meet National Electric Code requirements.
 - 2.1.4 Delivery of AC power to Equipment Space in a redundant (2N) fashion, or as ordered by Customer. Redundancy is achieved by installing primary and redundant power whips to Equipment Space which allows for failover if the primary power whip fails. An example would be if a customer orders a 20 amp, 120 volt A+B power circuit to the Space, one of the 20 amp, 120 volt whips is to be used as primary and the second is to be used for failover purposes only. Customers may also load balance the power load across both power circuits, as long as the total load does not exceed the allowable load for an individual power whip. Customer will not exceed the peak electrical load of 120 Watts per square foot in Customer’s designated space without Verizon’s written consent. Customer shall not exceed 75% of the rated capacity of any power circuit. For A-only Circuits, the load shall not exceed 75% of the rated capacity. For redundant A&B Circuits, the load shall not exceed 75% of a single circuit comprising of the A&B pair. For example, if the A circuit is loaded at 75%, the B circuit shall be loaded at 0%. If the A circuit is loaded at 37.5%, the B circuit shall also be loaded at 37.5%. In the event Customer exceeds this restriction of 75% as specified above, Verizon reserves the right to charge Customer a non-recurring charge for the installation and a monthly recurring charge, at current list rates, for an additional power circuit equivalent to the service being over-utilized. Current list rates are available from Customer’s account manager. To be eligible for Verizon’s AC Power Availability SLA, Customer must have equipment capable of utilizing dual power sources and Customer Equipment must be plugged directly into both the A power strip and the B power strip/receptacle. Customer is responsible for making the power connections and ensuring the power draw does not

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exceed 75% of amperage rating or breaker size as previously stated. Customer can elect to contract power in a non-redundant fashion, yet such configuration would not be eligible for Verizon's AC Power SLA. All loads are calculated based on individual circuits.

- 2.1.5 Physical security, which includes electronic card reader access, surveillance cameras, biometric scanners, and 24x7 security guards.
- 2.1.6 Direct access to the Verizon's IP Backbone via data center primary Internet connectivity. Verizon offers either tiered or burstable primary circuits. Tiered bandwidth offers network connectivity with a maximum bandwidth limit. Burstable bandwidth provides usage based flexible connectivity.
- 2.1.7 A Customer work area furnished with shared workstations, Internet access and telephones. Use of the customer work area is on a first come first serve basis. Customer will not use the customer work area as a primary work location for any of Customer's employees or agents.

2.2 **Advanced Data Center.** Colocation Services at an Advanced Data Center provides both telco carrier-grade facilities and the infrastructure services necessary to deploy a Customer's Internet applications, and includes:

- 2.2.1 Web-server cabinets, telco cabinets, two-post racks, and custom footprint; in caged and non-caged configurations. A custom cabinet footprint is 24 square feet in a non-caged space and 32 square feet in a caged space. Each cabinet/rack can support a total equipment weight of 1250 lbs. Requests for cabinets/racks for Customer's Colocation Equipment that exceeds 1250 lbs. may be accommodated. This will require Verizon's prior approval and there may be additional charges associated to fulfill such requests. Customer will ensure that Customer's Colocation Equipment weight does not exceed 1250 lbs. or the amount approved by Verizon, as applicable.
- 2.2.2 Non-UPS (as defined below), Non-redundant 20, 30, 50 amp AC power supply or redundant 30, 50, 60 amp DC power supply options available.
- 2.2.3 UPS option available. Please find detailed information about customer provided Uninterruptible Power Supply ("UPS") option in subsection II (Feature & Options) below.
- 2.2.4 Lock-and-key secured entry into building, with limited surveillance camera capability;
- 2.2.5 Availability of fast Ethernet connectivity to Verizon's IP Backbone (requires additional contract for Internet dedicated).

2.3 **Standard Data Center.** Data center colocation at a Standard Data Center provides telco carrier-grade facilities, including:

- 2.3.1 Web-server cabinets and Telco cabinets in a non-caged configuration. Each cabinet/rack can support a total equipment weight of 1250 lbs. Requests for cabinets/racks for Customer's Colocation Equipment that exceeds 1250 lbs. may be accommodated. This will require Verizon's prior approval and there may be additional charges associated to fulfill such requests. Customer will ensure that Customer's Colocation Equipment weight does not exceed 1250 lbs. or the amount approved by Verizon, as applicable.
- 2.3.2 Non-UPS, Non-redundant 20 and 30 amp AC power supply or non-redundant 30, 50, and 60 amp DC power supply.
- 2.3.3 UPS option available. Please find detailed information about customer provided UPS option in subsection II (Features & Options) below.
- 2.3.4 Lock-and-key secured entry into building, with limited surveillance camera capability.

3. **Colocation Service & Support.**

3.1 24 x 7 Customer access to Customer's Equipment, except at Advanced Data Centers and Standard Data Centers. At an Advanced Data Center, customers may access Customer Equipment between 8 a.m. and 5 p.m. local time or with 1-hour written notice. Within Standard Data Centers, customers may only access their Customer's Colocation Equipment with 24-hour written notice.

3.2 Technical Support [also referred to as "Remote Hands & Smart Hands"].

3.3 Verizon provides a web based portal, Verizon Business Customer Center. Customers in Signature and Sterling Data Centers are provided access to certain account information including data center access lists and bandwidth utilization and may open tickets and access the technical library and documentation. Customers in Signature and Sterling Data Centers may open a trouble ticket via the Verizon View Point portal at <http://tvp.terremark.com>, while customers in Standard and Advanced Data Centers may open a trouble ticket via the Client Central portal a www.verizonbusiness.com/us/support. Customers within any Data Center may open a trouble ticket by calling the Verizon support line at the number provided to Customer by Customer's account team.

3.4 **Facility Services:**

- 3.4.1 Verizon will perform certain services that support the overall operation of the Facility (e.g., janitorial services, environmental systems, and maintenance).
- 3.4.2 In the Facility, Verizon will maintain:
 - 3.4.2.1 The temperature and humidity in accordance with ASHRAE TC9.9 guidelines and the Service Level Agreement(s).

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- 3.4.2.2 A response time of two (2) hours to respond to temperature alarms from the computer room air conditioning ("CRAC") units and Verizon will subsequently take steps as required to solve the problem;
- 3.4.2.3 A response time within Verizon's standard response intervals based on the severity of the problem and will work with Customer to determine the best course of action in terms of changes that can be made by Verizon or by Customer to remedy the issue. Such changes may include (but are not limited to) Verizon making changes to perforation tiles in the Customer cage, Verizon making changes to the CRAC set points, or Customer making modifications to the Customer Equipment configuration. In some cases, recommended changes may require additional charges to the Customer;
- 3.4.2.4 Internal alarm systems to monitor the operational status of the facility systems and report any failures or anomalies to Verizon operations personnel; and
- 3.4.2.5 Monitor security systems (e.g., closed circuit TV and pass card systems) to prevent unauthorized entry or other security breaches.
- 3.4.3 In the Facility, Verizon will provide:
 - 3.4.3.1 Fire suppression services;
 - 3.4.3.2 A separate and insulated ground bus bar in the Facility and will supply a grounding conductor between the bus bar and Equipment Space;
 - 3.4.3.3 A standard equipment cabinet or relay rack, as per the Service Order;
 - 3.4.3.4 AC and/or DC power circuits, exclusively, as specified in the individual Service Order for each Facility;
 - 3.4.3.5 Specific to Advanced and Standard Data Centers, A&B DC power feeds for Customer's redundancy and protection purposes only, when requested on the Service Order and available. Customer must provide a fail-safe circuit (C-source diode) type power panel to terminate the DC power cable feeds if the Customer Equipment is not designed with power redundancy (i.e., A and B input power); and
 - 3.4.3.6 Specific to Advanced and Standard Data Centers, protected DC power through rectifier chargers that convert the supplied AC voltage to DC and to maintain a float charge in storage batteries.

4. Optional Features.

4.1 Technical Support. RemoteHands & SmartHands.

- 4.1.1 RemoteHands & SmartHands Availability.
 - 4.1.1.1 Customer may request RemoteHands & SmartHands by subscription or on-demand by opening a trouble ticket at Verizon's Customer Support center. Verizon will endeavor to provide RemoteHands & SmartHands in accordance with the timeframe objectives stated below.
- 4.1.2 Support for Signature and Sterling Data Centers.
 - 4.1.2.1 **RemoteHands:** On-demand customers can expect a one hour response time objective, while subscription customers can expect a thirty (30) minute response time Service Level Agreement.
 - 4.1.2.2 **SmartHands:** On-demand customers can expect a one hour response time, while subscription customers can expect a thirty (30) minute response time Service Level. On-demand timeframes stated above are objectives only and are not guarantees and are subject to the availability of a Verizon engineer.
- 4.1.3 Support for Advanced and Standard Data Centers.
 - 4.1.3.1 **RemoteHands:** On-demand customers can expect a two hour response time objective. Subscriptions are not available. On-demand timeframes stated above are objectives only and are not guarantees and are subject to the availability of a Verizon engineer.

4.2 RemoteHands includes the following basic operations:

- 4.2.1 Power Cycling (turning equipment on and off).
- 4.2.2 Toggling a switch; pushing buttons.
- 4.2.3 Securing cabling to connections.
- 4.2.4 Observing, describing or reporting on indicators or display information on Customer Equipment or consoles.
- 4.2.5 Basic observation and reporting on the environment in the datacenter.

4.3 SmartHands includes the following complex operations:

- 4.3.1 Support for Customer Equipment components (e.g. cards, drives, memory):
 - 4.3.1.1 Installing, replacing or removing.
 - 4.3.1.2 Configuration.
 - 4.3.1.3 Troubleshooting.
- 4.3.2 Media management:
 - 4.3.2.1 Supply management.

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- 4.3.2.2 Inventory & archiving.
 - 4.3.3 Complex cable configurations:
 - 4.3.3.1 Loopback and signal testing.
 - 4.3.3.2 RMA and shipping of replaced Customer Equipment.
 - 4.3.3.3 Customer Equipment testing and troubleshooting.
 - 4.3.3.4 Circuit testing.
 - 4.4 Technical support will be provided, where available, as directed by Customer. Verizon does not guarantee the availability of RemoteHands/SmartHands support. Verizon will use commercially reasonable effort to perform RemoteHands/SmartHands support. In order to perform RemoteHands/SmartHands support, Verizon may request instructions or Customer's support. Verizon has no liability, including without limitation, liability for any damages to Customer Equipment resulting from providing RemoteHands/SmartHands support, or its unavailability.
5. **Customer Provided Uninterruptible Power Supply Option at Advanced Data Centers and Standard Data Centers.** Site UPS and redundant power is not available at Advanced and Standard Data Centers unless otherwise specified at a particular location. Customers subscribing to Data Center Colocation at Advanced and Standard Data Centers may obtain a UPS as an optional feature in accordance with the following:
 - 5.1 Verizon will assist Customer as part of the pre-Sales process to select the right rack-mountable UPS to meet Customer's power backup requirements. Ultimately, however, it is Customer's responsibility to procure the UPS that works with its equipment and best suits its needs.
 - 5.2 Customer may purchase a UPS on its own or order a UPS through Verizon. In using a UPS in the Facility, Customer acknowledges that UPSs are subject to failure, and that such failure may result in the load supported by the failed UPS being dropped from service. Customer further acknowledges that Verizon is not liable in any manner for any data loss suffered as a result of such failure. Customer is solely responsible for maintenance of the UPS and its associated batteries, whether ordered on its own or through Verizon.
 - 5.3 If Customer orders a UPS through Verizon, the UPS shall become Customer's property and title will pass to Customer upon placement of the UPS in Customer's service area.
 - 5.4 Upon cancellation or termination of the affected Agreement or Service Order, Customer shall be responsible for promptly removing its UPS from the Facility.
 - 5.5 Customer is responsible for conveying UPS batteries that have reached their end-of-life to an appropriate recycling center. UPS batteries are not to be disposed of as standard commercial waste.
6. **Customer Communication.** Except as provided herein, Verizon will communicate with Customer and all of Verizon's Other Customers and Verizon's Other Customers will communicate with Customer and each other, primarily via email. Customer must ensure that all contact information it provided to Verizon in the IRR remains correct and current throughout the Term.
7. **Verizon Responsibilities.** Verizon will provide and Customer shall purchase any of the following Colocation Services:
 - Cabinet Equipment Space: For Customers who license Equipment Space to install Customer Equipment in a cabinet, Verizon shall provide with (i) a designated cabinet, (ii) the power circuits on the Service Order, (iii) the Intra-facility cabling ("IFC") on the Service Order to connect Equipment Space to Verizon's Meet Point Room ("MPR");
 - Cage Equipment Space: For Customers who license Equipment Space to install Customer Equipment in a cage, Verizon with (i) a cage made from Verizon's standard cage material with a key lock door, (ii) the power circuits on the Service Order, and (iii) the IFC on the Service Order to connect Equipment Space to Verizon's MPR; and
 - Exchange Point or managed router services provide Customers with allocated port(s) on Verizon's equipment and cables necessary to connect Customer's Colocation Equipment in its Equipment Space to Verizon's Exchange Point fabric or managed router service.
8. **Customer Responsibilities.**
 - 8.1 Verizon may revise or amend the Equipment Technical Requirements from time to time, provided that the revision or amendment will not unreasonably interfere with the provision of Colocation Services to Customer;
 - 8.2 If Verizon revises or amends the Equipment Technical Requirements, Verizon will advise Customer by sending the revised Equipment Technical Requirements to Customer's contact email five (5) business days before the revision or amendment becomes effective;
 - 8.3 If Customer does not object in writing to any revisions to the Equipment Technical Requirements within five (5) business days and maintains the Connection after a revision or amendment goes into effect, Customer shall be deemed to have agreed to such revision or amendment; and
 - 8.4 If Verizon institutes a change to the facility in good faith to correct a problem that materially affects Verizon's ability to operate the Facility, and such revision or amendment is expected to materially impair Customers' ability to operate its environment when connected to the Facility ("Critical Change"), then Verizon shall provide fifteen (15) days' prior notice of such revision or amendment. Thereafter, Customer

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shall comply with the Critical Change, provided, however, Customer may terminate this Service Attachment by written notice to Verizon in accordance with the termination provisions of this Service Attachment either (a) at the conclusion of the affected Service Order(s), or (b) immediately without liability for Termination Fee for the adversely-affected Service Order.

- 8.5 If the Critical Change materially impairs Customer's ability to operate its environment as aforesaid, at Customer's option, the Parties will work together in good faith to develop a Critical Change that does not materially impair Customer's ability to operate its environment within a reasonable period of time; provided, however, if the same is not so accomplished, then Customer may terminate the affected Service Order immediately upon notice to Verizon without liability for Termination Fee for the adversely-affected Service Order.
- 8.6 Customer must keep Equipment Space clean and free of hazardous and flammable materials, including but not limited to, cardboard boxes. If Customer fails to comply with the terms of this Section 10.6, Verizon will provide email notification to Customer requesting that Customer remove such materials. Customer acknowledges and agrees that Customer will have a ten (10) calendar day cure period from the date of such email notification to remove such materials from Equipment Space unless an extension thereto is agreed to in writing by Verizon. If such materials are not removed from Equipment Space within the cure period or extension thereof (if applicable and agreed to in writing by Verizon), Verizon reserves the right to enter Equipment Space and remove, destroy or otherwise dispose of such materials without liability to Customer or any third party. Customer will pay all expenses and costs incurred in connection with Verizon's disposition of such materials.
- 8.7 Customer agrees to comply with the acceptable use policy ("AUP") at www.verizonenterprise.com/terms/aup/.
9. **Substitution of Space.** Verizon may, at its option, elect to substitute Equipment Space for other space at the same Facility designated by Verizon. If Verizon substitutes Equipment Space, so long as such substitution is not due to exigent circumstances, Verizon will notify Customer at least fifteen (15) days prior to such substitution and the substitute space will contain approximately equal area and substantially similar configuration and access to power and other engineering requirements that Customer needs and otherwise will not unreasonably interfere with or interrupt the operation of Customer's telecommunications network. Verizon will bear the reasonable expenses for such a move.
10. **Prohibited Uses.** Customer shall not, at any time, use or allow any person to use Equipment Space, or do or permit anything to be done or kept in or about Equipment Space, for activities other than those typically associated in the industry with the collocation of telecommunication equipment. Customer shall not market, solicit, license or sell collocation services in Equipment Space to any third party that Customer knows is using Equipment Space to engage in or provide Competing Services. Notwithstanding the foregoing, Customer may allow Customer's vendors and customers to collocate in Equipment Space if such collocation is needed to permit the vendor or customer to connect to Customer's network.
11. **Access to Equipment Space.** In the event Customer breaches or defaults under the Agreement and fails to cure such breach or default as provided in the Agreement, Verizon may restrict Customer's access to the Facility and/or Customer's Collocation Equipment Space or cease providing power to Customer's Collocation Equipment Space without liability hereunder.
12. **Equipment Removal.** Customer, at its expense, shall remove all of Customer's Collocation Equipment and property from Equipment Space, shall repair all damage to the Facility resulting from the use, installation, and removal of Customer's Collocation Equipment and property, and shall return Equipment Space to its original condition on the date of installation, reasonable wear and tear excepted. If Customer does not immediately remove its property and Customer's Collocation Equipment from the Facility (a) on or prior to the date of natural expiration of all Service Orders pertaining to Equipment Space, or (b) within five (5) days following the earlier termination of all Service Orders pertaining to Equipment Space, Customer will owe Verizon holdover charges equal to three (3) times the contractual Monthly-Recurring Charges in effect immediately prior to the effective date of the expiration or termination, as applicable. Any Customer Equipment and/or personal property of Customer not removed within ninety (90) days after the termination of the applicable Service order will, at Verizon's option, be deemed abandoned ("Abandoned Property"). Verizon may, upon written notice, apportion, sell, use, store, destroy, or otherwise dispose of the Abandoned Property without liability to Customer or any third party. Customer will pay all expenses and costs incurred in connection with Verizon's disposition of Abandoned Property, including, without limitation, the cost of restoring the Facility to its original condition and of removing the Abandoned Property. All sums due to Verizon for Collocation Services actually rendered, or Collocation Services or other sums accelerated as a Termination Fee or otherwise are stipulated and deemed to be sums owed for Collocation Services performed on all Customer's personal property located within Equipment Space or otherwise in Verizon's possession.
- 12.1 Any Customer Equipment and/or cabling that Customer installs at the Facility must be clearly labeled as belonging to Customer.
- 12.2 Notwithstanding anything to the contrary contained in Section 12 (Prohibited Uses), Customer is permitted to run hardwire cable to and from its customers within in Equipment Space.

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- 12.3 **Equipment Space.** Customer will not permit or assist its customers to run hardwire cable between themselves in Equipment Space without Verizon's prior consent. Customer may not run hardwire cable between Equipment Space and Verizon's Other Customers outside Equipment Space without Verizon's prior consent, which Verizon may withhold in Verizon's sole discretion or permit under certain conditions, including but not limited to the payment of fees.
13. **Information Security Program.**
- 13.1 Verizon has implemented a commercially-reasonable written information security program intended to (i) prevent, respond to, or otherwise address threats to Verizon's network including without limitation unauthorized access to or use of Verizon's network devices, and (ii) protect the confidentiality and integrity of confidential information that resides on Verizon's internal business systems. If requested, Verizon will provide Customer with non-sensitive information regarding Verizon's security policies and procedures.
- 13.2 Each party acknowledges that it has certain responsibilities with respect to security of Colocation Services and of Customer Information. Verizon agrees that it will exercise commercially reasonable efforts to prevent, respond to, or otherwise address threats to Verizon's network, including, without limitation, unauthorized access to or use of Verizon's network devices, in order to protect the devices used to provide Colocation Services from unauthorized access, interception, use or manipulation. Customer understands and acknowledges that the provision of Colocation Services may involve the transmission of voice and data traffic from, to, or over third party networks over which Verizon exercises no control. Accordingly, Customer is responsible for implementing appropriate security practices to ensure the confidentiality of its voice and data messages while in transit over Verizon and third party networks, which practices may include, without limitation, encryption or other security measures.
- 13.3 Verizon and Customer understand and agree that Verizon shall not require access to or use of any Customer Regulated Data in connection with Verizon's performance of the Colocation Services. Customer shall encrypt all Customer Regulated Data (i) stored in Verizon systems and networks and (ii) in transit.
- 13.4 Verizon uses the ISO 17799/27002, the Generally Accepted Information Security Principles (GAISP), and the National Institute of Standards and Technology (NIST) Special Publications, in concert with other industry recognized baseline references to create sound practices baseline security documents tailored to the specific security needs of the company. Verizon's information security program includes policies and procedures addressing, but not limited to, firewalls, intrusion detection for critical systems, incident response processes, virus protection, change control, access control, and physical security. If requested, Verizon will provide Customer with non-sensitive information regarding Verizon's security policies and procedures.
14. **Security Audit.**
- 14.1 At Customer's request, on an annual basis during the term of the Data Center Colocation Services Attachment, Verizon will provide Customer industry standard information technology security assessments (SSAE-16, ISO27001 certification of compliance, PCI Attestation of Compliance) currently produced, received or provided by Verizon with respect to the Colocation Services purchased by Customer.
- 14.2 Verizon will allow Customer to participate in an on-site Security Review at one of Verizon's facilities ("Security Review"), subject to the following terms. Following receipt of Customer's request, Verizon will provide Customer a copy of the applicable assessments currently produced, received or provided by Verizon with respect to the Colocation Services purchased by Customer from such facility. Customer agrees to read all such documentation prior to scheduling the Security Review. If, after review of such documentation, Customer has questions that cannot be answered by such documentation, upon thirty (30) days' prior written request, Verizon will allow Customer to participate in a Security Review. Such review will include the following: (a) Verizon will provide Customer with information relating to Verizon's security policies and procedures including, without limitation third-party audit reports or assessments of the effectiveness of Verizon's security controls and procedures to the extent such third-party reports or assessments are available with respect to the Colocation Services purchased by Customer hereunder; (b) Verizon will make relevant subject matter experts available in person, or by telephone, to answer Customer's questions relating to its security controls and procedures; and (c) Verizon will provide an escorted tour of the facility to allow Customer to view Verizon's general operations, including security, at the facility. In no case will information shared under this section include confidential information of third parties (e.g., information relating to Verizon's other customers, etc.) or highly sensitive information of Verizon (e.g., restricted, legally privileged information, etc.). Such Security Review will be permitted once annually during the Term.
15. Security at Verizon's data centers includes:
- 15.1 Card access into unmanned building and into specific areas of the facility according to pre-approved access requested by the customer -- granted by Verizon Security.
- 15.2 All doors are alarmed.

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- 15.3 CCTVs installed inside and outside.
 - 15.4 Video surveillance inside and outside of the facility that record 24x7 will capture the Co-Lo door, data center floor, docking area, entrance door, and external surroundings.
 - 15.5 NOC monitors and reports as required and defined in alarm process guidelines.
 - 15.6 The customer cages are key locks.
 - 15.7 Verizon controls access to the cages within its data centers. Customers are responsible for managing access to their equipment.
16. **Customer Content.**
- 16.1 Customer, not Verizon, has sole and exclusive control over the content residing on the Customer Equipment (the "Customer Content"). The parties acknowledge and agree that in the provision of Data Center Colocation service, Verizon is not provided, either directly or indirectly, and will not seek access to, the Customer Content. Verizon does not and will not exercise any control over the Customer Content.

Part III: Terms and Conditions.

1. **Termination of Service Order.** If Customer terminates Colocation Services without Cause (as defined in the Agreement), or if Verizon terminates Colocation Services due to Customer's default before the end of the Commitment Period, Customer agrees to pay Verizon a termination liability charge equal to the monthly fees due for the terminated Colocation Services multiplied by the number of months left before the end of the Commitment Period for such Colocation Services ("Termination Fee"), plus a pro rata portion of any and all credits received by Customer, in addition to all amounts owed for Colocation Services already received. The parties acknowledge that this Termination Fee is an estimate of the actual damage that Verizon will suffer and is not a penalty.
2. **Regulatory.** If any federal agency, governmental agency or state body of competent jurisdiction determines that any provision of the Colocation Services violates any applicable rules, policies, or regulations, both Parties hereto shall make reasonable efforts to immediately bring such services into compliance and shall endeavor in those efforts to preserve for both Parties the economic benefits as reflected in these online service terms to the maximum extent possible. Verizon reserves the right to disclose information relating to Customer's use of Colocation Services if required to do so by law, regulation, local, state or other governmental request, or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Verizon, its parent, or Affiliates; (b) protect and defend the rights or property of Verizon, its parent, or Affiliates; or (c) act under exigent circumstances to protect the personal safety of users of Colocation Services or members of the public.
3. **This is not a Lease; Use of Equipment Space.** By accepting an order for colocation services, Verizon grants Customer an exclusive, limited license ("License") to use Equipment Space at the Facility for the sole purpose of installing, operating and maintaining Customer's Colocation Equipment in accordance herewith. Customer acknowledges that it has not been granted any real property interest in Equipment Space or the Facility. Payments by Customer do not create or vest in Customer (or in any other entity or person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in the Facility or any part thereof. The Parties intend and agree that Customer's Colocation Equipment, whether or not physically affixed to the Facility, are not fixtures and will not be construed as such. Customer (or the lessor of Customer's Colocation Equipment, if applicable), will report Customer's Colocation Equipment as its personal property wherever required by applicable laws and will pay all taxes levied upon such Customer's Equipment. This Service Attachment and the agreements herein are expressly made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Verizon or its Affiliates have acquired its interest in the Facility. The actual location of Equipment Space within the Facility will be designated by Verizon prior to installation. Customer shall not make any changes or alterations to Equipment Space except as is reasonably necessary to install Customer's Equipment, conduct Customer's business or remove Customer's Equipment.
4. **Insurance.**
 - 4.1 Throughout the Term, Customer will maintain and will require any of its subcontractors to maintain the following insurance coverages:
 - 4.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence and aggregate policy limit.
 - 4.1.2 Automobile Liability Insurance, written on an ISO Business Auto Coverage Form, covering all owned, non-owned and hired vehicles, in an amount not less than \$2,000,000 single limit per accident.
 - 4.1.3 Excess Liability Insurance, with respect to Commercial Liability Insurance, Automobile Liability Insurance an Employer's Liability Insurance, with limits of at least \$10,000,000 for each occurrence and aggregate policy limit.
 - 4.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 each accident, \$2,000,000 by disease-each

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employee and \$2,000,000 by disease-policy limit.

- 4.1.5 All-Risk Property Insurance in an amount not less than replacement cost of Customer's property.
- 4.2 All insurance policies will be issued by carriers with A.M. Best solvency ratings of at least A-VII. Terremark North America LLC and its Affiliates will be named as an additional insured with respect to all coverages except Worker's Compensation and All-Risk Property Insurance above. Customer's insurance will be primary and non-contributory to any other policies with respect to its operations. The Commercial General Liability insurance will contain the "Amendment of the Pollution Exclusion" endorsement for damage caused by heat, smoke or fumes from a hostile fire.
- 4.3 Verizon will not insure or be responsible for any loss or damage to property of any kind owned or leased by Customer, its Affiliates, employees or agents other than losses or damages proximately resulting from Verizon's sole negligence or willful misconduct. Any Customer insurance policy covering the equipment against loss or physical damage will expressly provide that the policy's underwriters waive their rights of subrogation against Verizon and its Affiliates, and their respective directors, officers and employees ("Providers"), except for such loss or physical damage proximately caused by the sole negligence or willful misconduct of the Providers.
- 4.4 Certificate(s) evidencing the insurance coverages and other requirements of this Section will be submitted to Verizon upon execution of the Agreement. The certificate(s) will certify that no material alteration, modification or termination of such coverage will be effective without at least thirty (30) days advance written notice to Verizon at: One Biscayne Tower, 2 S. Biscayne Blvd, Suite 2800, Miami, FL, 33131 with a copy to Verizon Business Services 22001 Loudoun County Parkway, Ashburn, VA 20147, Attn: Vice President Legal.

5. Liability and Indemnification.

- 5.1 **Customer Content.** Customer, not Verizon, has sole and exclusive control over Customer Content. The Parties acknowledge and agree that in the provision of the Colocation Services, Verizon is not provided, either directly or indirectly, and will not seek access to Customer Content. Verizon does not and will not exercise any control over the Customer Content.
- 5.2 **Limitations of Liability.** IN NO EVENT WILL EITHER CUSTOMER OR VERIZON BE LIABLE, ONE TO THE OTHER, FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. VERIZON'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY DAMAGES CUSTOMER MAY SUFFER FOR A BREACH OF THIS AGREEMENT IS LIMITED TO A MAXIMUM OF THE FEES PAID FOR COLOCATION SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES IN THE SIXTY (60) DAY PERIOD PRIOR TO THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OR LOSSES OCCURRED.
- 5.3 **General Indemnification.** Customer and Verizon agree to defend, indemnify, and hold each other harmless from and against any third party claims, suits, damages and expenses asserted against or incurred by such party ("Indemnitee") arising out of or relating to bodily injury to or death of any person, or loss of or damage to real or tangible personal property or the environment, to the extent that such claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents or employees ("Indemnifying Party"). The Indemnifying Party shall pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by the Indemnitee in enforcing the Service Agreement. Notwithstanding the foregoing, Customer will not hold Verizon liable for any loss whatsoever resulting from Verizon's Other Customers' unlawful activities or use that does not conform to the terms of this Agreement.
- 5.4 **Customer Indemnification.** In addition to the above, Customer agrees to defend, at its own expense, and indemnify and hold harmless, Company and its subcontractors (collectively, the "Verizon Indemnitees") from and against any claims, suits, damages and expenses asserted against or incurred by any of the Verizon Indemnitees arising out of or relating to (i) Customer's acts, omissions, negligence and/or breach of its warranties or obligations hereunder, including, but not limited to Customer's nonpayment for Equipment Space or Colocation Services; (ii) Customer's connection of the Colocation Service to any third party service or network, including, without limitation, damages resulting from unauthorized use of, or access to, the Verizon network by Customer or a third party; (iii) any third-party's alleged ownership or possessory interest, lien, trust, pledge, or security interest in Customer's Equipment, including, without limitation, any attempt by such third party to take possession of the Equipment; (iv) the dismissal, suspension, or termination of employment/work of any Customer employee or agent; (v) the denial of any entry to the Facility of any employee or agent of Customer; (vi) violation, misuse or misappropriation of the trademarks, copyrights, moral rights, trade secrets, or other proprietary rights or intellectual property rights of Verizon or of a third party (other than a claim based on an assertion by a third party that Verizon does not own Verizon service marks or trademarks); and (vii) violations of the AUP. Notwithstanding any provision to the contrary, Customer will pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by Verizon Indemnitees as set forth in this

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Section, including, without limitation, reasonable attorneys' fees and costs incurred in enforcing the applicable Service Agreement.

- 5.5 **Third Party Software.** Customer is fully responsible for any third-party software it uses in Equipment Space, and shall indemnify, defend and hold Verizon harmless from any action against Verizon to the extent that it is based on an allegation that such third-party software has infringed an intellectual property right or trade secret, and pay those damages or costs related to the settlement of such action or finally awarded against Verizon in such action, including but not limited to reasonable attorneys' fees.

Part IV: Service Level Agreement.

1. **General Terms.** This Service Level Agreement ("SLA") describes the performance criteria and support levels for the Signature, Sterling, Standard and Advanced Data Center Colocation Services ("Service") provided by Verizon to the Customer. Under this SLA, Customer may request Verizon to grant credits ("Service Credits") for any failure to meet the quality parameters as defined in, and in accordance with, this SLA.
 - 1.1 **SLA Eligibility.** Customer will only be eligible for this SLA if:
 - Customer keeps Verizon informed of current Customer contact details at all times.
 - Customer contracts for an Initial Service Term of at least twelve (12) months.
 - 1.2 **General Conditions.** In order to make a valid claim for Service Credits, Customer needs to:
 - open a trouble ticket within seventy-two (72) hours of the fault, and
 - make the claim in writing with a clear reference to the affected Service and trouble ticket number within fifteen (15) Business Days (i) of opening the relevant trouble ticket; or (ii) if information maintained by Verizon is required in respect of the claim, from the time when the required information is made available by Verizon.
 - 1.3 **Maximum Credit.** The maximum amount of Service Credits payable to Customer in any calendar month under any and all the commitments set out in this SLA, shall, in aggregate, not exceed the Monthly Recurring Charge which, not including the Service Credit, would have been charged for the affected component Service.
 - 1.4 **Credit Calculation.** Service Credits shall be calculated by reference to the Monthly Recurring Charge that customer paid in the month prior to the month in which it requested the Service Credit and Verizon's records and data shall be the sole basis for all SLA calculations and determinations.
 - 1.5 **Credit Exceptions.** No Service Credits shall be payable to the Customer if failure to meet a Service parameter outlined below is attributable to (i) Customer Equipment, applications or facilities, (ii) acts or omissions of Customer or any user of the Service authorized by Customer, or (iii) Force Majeure Events or other circumstances beyond Verizon's reasonable control or emergency works.
 - 1.6 **Sole Remedy.** Customer agrees that Service Credits or equivalent payments made by Verizon to Customer under this SLA shall be the sole and exclusive remedy available to Customer in respect of any failure by Verizon to meet the Service parameters outlined below.
2. **Signature and Sterling Data Center Colocation SLAs.**
 - 2.1 **100% Power Availability SLA.**
 - 2.1.1 **Power Availability Scope.** Verizon's power availability commitment is to have power delivered to the "Demarcation Point" within the Customer's Colocation Equipment Space available 100% of the time. This commitment is based on the following: (1) a subscription to at least two separate power feeds (i.e. A+B, A+B+C, A+B+C+D), (2) each device must have at least two power sources which are connected to separate power feeds, and (3) a maximum of 75% of any single power feed is utilized across all power feeds, which make up the entire circuit. The Demarcation Point for power shall be either receptacle that make up a circuit and are provided by Verizon to which the service is delivered.
 - 2.1.2 **Specific Conditions.** Cabling used by the Customer must meet national electrical and fire standards and any specifications provided by Verizon.
 - 2.1.3 **Power Availability Remedy.** For each cumulative hour of Power Unavailability, or fraction thereof, at Customer's request, Customer's account shall be credited the pro-rated charges for one day of the Monthly Charge for Power with respect to which a Power Availability SLA has not been met. This credit will be limited to the services which have been affected by the Power Unavailability and will not exceed the total Monthly Charge due for the service in the month where the Power Availability SLA has not been met.
 - 2.2 **100% Temperature Stability SLA.**
 - 2.2.1 **Temperature Stability Scope.** In accordance with American Society of Heating, Refrigerating and Air-Conditioning Engineers Technical Committee 9.9 ("ASHRAE TC9.9"), Verizon's Temperature Stability SLA is to have cool air delivered to the Demarcation Point in the Customer's Colocation Equipment Space between 65° and 80° Fahrenheit (18° and 27° Celsius), 100% of the time ("Temperature Commitment"). The Demarcation Point for cooling shall be seven feet from the top of the perforated tile located at the central point of a given aisle within the

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- Customer's Colocation Equipment Space.
- 2.2.2 **Temperature Stability Remedy.** For each cumulative hour of Temperature Instability, or fraction thereof, at Customer's request, Customer's account shall be credited the pro-rated charges for one day of the Monthly Charge for Equipment Space with respect to which a Temperature Stability SLA has not been met. This credit will be limited to the services which have been affected by the Temperature Unavailability and will not exceed the total Monthly Charge due for the service in the month where the Temperature Stability SLA has not been met.
- 2.3 **Humidity Stability SLA.**
- 2.3.1 **Humidity Stability Scope.** In accordance with the American Society of Heating, Refrigerating and Air-Conditioning Engineers Technical Committee 9.9 ("ASHRAE TC9.9"), Verizon's Humidity Stability SLA is to have cool air containing a moisture level between 42° and 59° Fahrenheit (5.5° and 15° Celsius) Dew Point, not to exceed 60% RH, delivered to the Demarcation Point in the Customer's Colocation Equipment Space, 100% of the time ("Humidity Commitment"). The Demarcation Point for humidity shall be a point located inside one of the cold aisles within the Customer's Colocation Equipment Space.
- 2.3.2 **Humidity Stability Remedy.** For each cumulative hour of Humidity Instability, or fraction thereof, at Customer's request, Customer's account shall be credited the pro-rated charges for one day of the Monthly Charge for Equipment Space with respect to which a Humidity Stability SLA has not been met. This credit will be limited to the services which have been affected by the Humidity Unavailability and will not exceed the total Monthly Charge due for the service in the month where the Humidity Stability SLA has not been met.
- 2.4 **24 x 7 x 365 RemoteHands Response SLA.**
- 2.4.1 **RemoteHands Response Commitment Scope.** Verizon's RemoteHands response time of thirty (30) minutes, or less, objective is the time it takes a subscription customer to connect to a Verizon technician capable of responding to customer instructions and opening a trouble ticket to record and track the required action ("Response Time Commitment"). The commitment does not include availability of specialized tools and does not apply to non-subscription call-in support request.
- 2.4.2 **RemoteHands Response Commitment Remedy.** For each RemoteHands Delayed Response Time, at Customer's request, Customer's account shall be credited one (1) hour of the Monthly Charge for the RemoteHands Subscription. This credit will not exceed the total Monthly Charge due for the service in the month where the commitment has not been met.
- 2.5 **24 x 7 x 365 SmartHands Response SLA.**
- 2.5.1 **SmartHands Response Commitment Scope.** Verizon's SmartHands response time of thirty (30) minutes, or less, commitment is the time it takes a Subscription Customer to connect to a Verizon technician capable of responding to customer instructions and opening a Trouble Ticket to record and track the required action ("Response Time Commitment"). The commitment does not include availability of specialized tools and does not apply to non-subscription call-in support requests.
- 2.5.2 **SmartHands Response Commitment Remedy.** For each SmartHands Delayed Response Time, at Customer's request, Customer's account shall be credited one (1) hour of the Monthly Charge for the SmartHands Subscription. This credit will not exceed the total Monthly Charge due for the service in the month where the commitment has not been met.
3. **Standard and Advanced Data Center Colocation SLAs.**
- 3.1 **AC Power Availability.**
- 3.1.1 **Power Availability Scope.** Verizon's power availability commitment is to have power delivered to the "Demarcation Point" within the Customer's Colocation Equipment Space available 100% of the time. This commitment is based on the following: (1) a subscription to at least two separate power feeds (i.e. A+B, A+B+C, A+B+C+D), (2) each device must have at least two power sources which are connected to separate power feeds, and (3) a maximum of 75% of any single power feed is utilized across all power feeds, which make up the entire circuit. The Demarcation Point for power shall be either receptacle that make up a circuit and are provided by Verizon to which the service is delivered.
- 3.1.2 **Specific Conditions:**
- 3.1.2.1 No Service Credits shall become payable where failure to meet the power availability parameter is due to scheduled maintenance.
- 3.1.2.2 Cabling used by the Customer must meet national electrical and fire standards and any specifications provided by Verizon.
- 3.1.3 **Power Availability Remedy.** For each cumulative day of Power Unavailability, or fraction thereof, at Customer's request, Customer's account shall be credited the pro-rated charges for one day of the Monthly Charge for Power with respect to which a Power Availability SLA has not been met. This credit will be limited to the services which have been affected by the Power Unavailability and will not exceed the total Monthly Charge due for the service in the month where

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the Power Availability SLA has not been met.

- 3.2 **24 x 7 x 365 RemoteHands Response Service Level Objective (“SLO”) (Advanced and Standard Support Services).** Verizon’s RemoteHands response time of sixty (60) minutes, or less, objective is the time it takes a non-subscription call-in support request (also known as on-demand) Customer to connect to a Verizon technician capable of responding to customer instructions and opening a trouble ticket to record and track the required action (“Response Time Objective”). The objective does not include availability of specialized tools and are subject to the availability of a Company engineer. Service Credits are not associated with this SLO.

Part V: Definitions.

“**Connection**” means a network connection from Customer’s Colocation Equipment to Verizon’s telecommunications equipment, which, in turn, is connected to the equipment of Verizon’s Other Customers.

“**Customer Content**” means all content residing on Customer’s Colocation Equipment.

“**Customer Colocation Equipment**” means Customer-provided hardware, equipment, Internet servers, data networking equipment and/or voice service equipment installed in Equipment Space at a facility.

“**Equipment Space**” means the place designated by Verizon at which a Customer will install Customer’s Colocation Equipment.

“**Equipment Technical Requirements**” means the service description and equipment and technical requirements set forth above.

“**Facility**” or “**Data Center**” means the network access point or data center identified in the Service Order in which Equipment Space will be made available to Customer for installation and use of Customer’s Colocation Equipment.

“**IR**” means the Information Request that Verizon sends to Customer after it has executed a Service Order, requesting, among other items, Customer’s engineering, network and billing contacts, and the detailed engineering requirements for Customer’s deployment.

“**IR Response**” means the information Customer submits to Verizon in response to the IR.

“**Measured Use**” means Verizon Terremark bills for bursting traffic based on the 95th percentile calculation. The 95th percentile utilization is calculated over a period of an entire month. It is a value based on 5 minute poll samples or data points. Each Data Point contains Inbound and Outbound bandwidth usage data. The highest five (5%) percent sampled is then discarded, and the highest of the inbound or outbound value is then used to calculate whether burst has occurred. If the customer did not burst, they are charged an amount equal to their per Mbps rate multiplied by the contracted price per Mbps. If the 95th percentile usage is higher than the committed rate, only the usage above the committed rate is then multiplied by the contracted per Mbps burst rate.

“**Order**” means a telephone or written (email, facsimile or original signed documents) request by Customer to purchase additional services (i.e., Hand and Eyes Support or Remotehands), pursuant to this Agreement. To ensure accuracy, Verizon encourages Customer to place all requests for Services in writing via Service Orders, or to confirm all verbal Orders in writing within 24 hours. If Customer places a verbal Order with Verizon or provides any instructions to Verizon via telephone, Customer agrees that Verizon’s telephone call logs constitute full and conclusive proof of the content of Customer’s Order unless Customer provides Verizon written confirmation of such verbal Order within 24 hours.

“**Service Level Agreement**” or “**SLA**” means the service level commitments set forth above.

“**Termination Fee**” shall have the meaning set forth in Part III, Section 1 (Termination of a Service Order) hereof.