

In addition to the general terms and conditions contained in the Service Agreement (the "Agreement") between North Atlantic Networks, LLC ("NAN") and Customer, of which this Service Supplement is a part, Customer agrees that the following terms and conditions apply to the Collocation Services provided to Customer by NAN.

NAN and/or one of its subsidiaries leases certain premises (the "NAN Premises") described on the attached DETAILS OF SERVICES or SERVICE ORDER (collectively, "Service Order") comprising portions of office buildings ("Building(s)") at the site(s) specified on the "Service Order". NAN provides (i) access to portions of the NAN Premises, and (ii) associated "Service Order" and network services to its customers at the NAN Premises; and, Customer wishes to receive services and house and operate its computer and/or communications systems on the NAN Premises/Cabinet/Cage at the sites listed in the "Service Order" (collectively, the "Space"); and, NAN is willing to provide services and access to the Space for such purposes under the terms and conditions contained herein.

1. Collocation Overview

- 1.1. **Use of Space.** NAN grants Customer access to and the right to use the Space to accommodate equipment items (collectively, "Equipment") within the space listed in the "Service Order". NAN will designate the exact location of the Space, subject to Customer's prior approval. Customer will complete its requirements as required by the "Service Order". Equipment will be installed pursuant to NAN's specifications. Customer will comply with all general security procedures adopted by NAN as well as site specific requirements, which NAN reserves the right to change without notice. If required by NAN, Customer will provide NAN with a written Equipment installation design specification for each applicable "Service Order". Notwithstanding the foregoing, billing for the Space will commence on the "in-service" date and Customer acknowledges its responsibility therefore. Customer will also ensure that its customers occupying the Space or the Premises agree to comply with all of the foregoing security procedures. NAN may, by thirty (30) days or longer notice to Customer (except in the case of an emergency), relocate, substitute, or change the Space for other space designated by NAN at the same site, provided that the substitute space is substantially equivalent in area and configuration to the original Space. In an emergency, NAN's notice will be given as far in advance as practicable under the circumstances. NAN will pay or reimburse Customer's reasonable and actual expenses to relocate its Equipment. Customer acknowledges that it has not been granted any real property interest in the Space or the Premises and that neither it nor any customer has any rights as tenant under any landlord-tenant laws or regulations.
- 1.2. **Cross Connects.** All cross-connects must be ordered pursuant to the "Cross-Connect Service Order." Payments will be made in accordance with the payment provisions as set forth herein.
- 1.3. **Prohibited Uses.** As permitted herein or otherwise approved in writing by NAN, Customer will not at any time use or allow any other person to use the Space or do or permit anything to be done or kept in or about the Space that: (i) causes or is likely to cause damage to the Building, Cabinet or the Premises, any equipment, facilities or other systems therein; (ii) violates any applicable law or regulation; (iii) violates a requirement or condition of the standard fire insurance policy issued for office or data processing buildings at locations listed in the "Service Order" or, in the absolute judgment of NAN constitutes an extra hazardous condition; (iv) constitutes a nuisance, annoyance or inconvenience to other tenants, customers or occupants of the Building, Cabinet or the Premises; (v) interferes with or disrupts the use or occupancy of any area of the Building Cabinet or the Premises by other tenants, customers or occupants of the Building Cabinet or the Premises; or (vi) interferes with the computer or telecommunications
- 1.4. **Price Variations.** The fees set forth on the Service Order may be increased via notice to Customer to account for any increased charges imposed on NAN by its utility providers. Any such increases shall be proportional to the increase imposed by the provider. Examples of such increases include, but are not limited to a Public Utility's increase in power rates.
- 1.5. **A & B Power.** All fees for power will be specified on the attached "Service Order", including but not limited to, monthly recurring fees, initial installation fees, change order fees, and disconnect fees. In the event that power rates charged NAN increase, NAN reserves the right to increase the rate proportionately. Customer acknowledges that "B" power is for redundancy only. If Customer's combined usage of the "A & B" power circuits exceeds 80% of a single circuit's capacity, then Customer's "B Feed" billing shall revert to full "A" circuit billing, or roughly double. Customer shall then need a new pair of "B" circuits in order to remain redundant.
- 1.6. **Floor Load.** Customer shall not place a load on any floor of the Space that exceeds either the load per square foot the floor is designed to carry. NAN reserves the right to prescribe the weight and position of all Equipment, subject to Customer's prior approval and execution of the applicable "Service Order". Customer shall be responsible for the costs of any engineering evaluation and installation of floor supports, if necessary for equipment exceeding floor load specifications.
- 1.7. **Security Access.** Access to equipment is provided at NAN facilities. Security access is broken out as follows:
Boston, MA - Access will be provided on an Escorted Basis Only.
- 1.8. **Term.** The Service Order term for a Service shall be set forth in the applicable service order, commencing on the date NAN services are available for use by the customer. Email notifications to authorized Customer contacts shall serve as the official methodology. Customer has up to five business days from notice to dispute the service commencement date. NAN will expedite any issues that arise beyond these five days as standard service issues, but will NOT adjust live online billing starts beyond the initial five day window. The service period shall be as specified on the "Service Order". This Service Order shall automatically renew for successive one year periods with the same terms and conditions unless one party notifies the other party in writing at least sixty (60) days prior to the expiration of the current term. Customer shall provide NAN with written notification sixty (60) days before Customer removes any Customer Equipment and such removal shall be subject to NAN's verification that there are no outstanding charges due and payable by Customer to NAN. If Customer has not removed its Equipment from the Space when this Agreement expires and/or is terminated (as set forth in Sections below), the Term will continue on a month-to-month basis at 1.5 times the current Customer monthly contract rate. Notwithstanding the foregoing, upon any termination or expiration Customer will: (a) remove all Equipment from the Space, and (b) repair any damage to the Space or NAN Premises caused by such removal.
- 1.9. **Security Deposit.** As a condition of its obligations herein, and to ensure the prompt payment of all amounts due hereunder, Customer may be required to provide NAN with an advance deposit or other form of security in the amount equal to all non-recurring charges and the first month recurring charges ("Security Deposit") as more particularly described in each "Service Order". If Customer's payments are received late for two (2) consecutive months Customer shall deposit an additional amount equal to two (2) months' monthly recurring fees. Customer shall provide any such deposit for additional security or late payments within five (5) days after NAN's request. If Customer fails or refuses to comply with the terms hereof, NAN may, among other things, immediately suspend or terminate the Services and this Agreement.
- 1.10. **Invoicing Procedures.** NAN will submit invoices to Customer each month in advance, covering all charges and fees (including but not limited to monthly fees, power charges, cross connect fees, installation fees and service fees, except those specifically listed herein) for the upcoming month. All charges and fees are payable for the duration of the Term, regardless of whether or not Customer and/or its customers actually uses the Space or the Services or houses Equipment in the Space.
- 1.11. **Customer Equipment and Software.** Customer may wish to provide some or all of the computer equipment or software in addition to the Services provided by NAN. All installation of such computer equipment or software shall be done by Customer or Customer's designated agent at Customer's sole cost. If applicable and as detailed in the Service Order when applicable, NAN may provide Services associated with the installation of computer equipment and software and when so the associated Fees for such activities are incorporated into the Fees to be paid by Customer as identified in the Service Order. Customer represents and warrants that it owns, or has the authority to use, and is entitled to grant NAN the right to use, all computer equipment and software provided by Customer, and that all computer equipment and software will be in good condition and proper working order and

will comply with all applicable laws, regulations or business practices relating to its use. Customer represents that it holds a valid and legal software license for all software provided by Customer, and grants or passes through to NAN the right and authority to use any such software in the Customer's environment as needed to provide the Services pursuant to the terms of this Service Agreement and the Supplement. Computer equipment and/or software supplied by the Customer will be dedicated to the Customer's environment and will not be shared by other Customers; however, NAN Facility infrastructure, computer equipment and/or software used to provide Services to the Customer may be shared by other customers, unless explicitly stated otherwise within the Service Order. NAN may change, update, upgrade and/or modify its Facility infrastructure, computer equipment and/or software without notice to the Customer during Scheduled Maintenance; however, these changes will not affect the functions of the prior environment or current performance.

2. Insurance.

- 2.1. Throughout the Term, Customer shall maintain in force, at its expense, the following insurance coverages: (i) commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage and a general aggregate umbrella limitation of Two Million Dollars (\$2,000,000.00). The policy shall: (a) cover liabilities arising out of or incurred in connection with Customer's use or occupancy of the NAN Premises; and (b) provide extended liability coverage for the actions of Customer's agents or customers; (ii) commercial property insurance providing coverage for Causes of Loss-Special, with respect to the Equipment and personal property of Customer, at full replacement cost; (iii) workers compensation insurance in compliance with the laws of the Commonwealth of Massachusetts in which the NAN Premises are located; and (iv) employers liability insurance with minimum limits of One Million Dollars (\$2,000,000.00).
- 2.2. Customer's policies shall provide that all such insurance shall be primary insurance with respect to NAN and shall name NAN and any "Related Parties" (i.e., any entity controlling, controlled by, or under common control with NAN including the officers, directors, employees, shareholders, agents and attorneys of NAN). Each policy of insurance shall require at least thirty (30) days' written notice to NAN prior to any cancellation, non-renewal or reduction of coverage. Insurance companies issuing such policies shall have rating classifications of "A-" or better and financial size category ratings of "VIII" or better. Customer shall promptly deliver to NAN certificates of insurance for each policy in form reasonably satisfactory to NAN, and NAN shall not be required to begin installation hereunder until the certificates have been delivered.

- 2.3. Customer shall be responsible for requiring contractors, subcontractors and other third parties to obtain and maintain the same types and amounts of coverages as required of Customer herein. The insurance requirements herein shall not in any way limit or modify Customer's indemnification or other obligations hereunder or otherwise limit Customer's liability hereunder.

- 2.4. Each insurance policy maintained by Customer and NAN shall provide that Customer's and NAN's insurers waive all rights of subrogation against each other.

3. **Indemnity.** Each party shall, at its expense, indemnify, defend and hold the other party, and, in the case of NAN, its Related Parties harmless from and against all Claims (defined below) from any cause arising out of or relating to this Agreement, except those arising out of the willful or intentional misconduct or gross negligence of the indemnified party. "Claims" means any and all claims, causes of action (whether based on tort, contract or equity principles) charges, fines and penalties of any kind, including reasonable attorneys' fees and costs, including, but not limited to, those arising out of or resulting from: (a) use of the Space or NAN Premises and the location of Equipment therein, (b) acts or omissions of Customer whether in breach of the provisions of this Agreement, or by reason of the negligence of Customer or (c) the negligent acts or omissions of NAN. This indemnity shall not be construed to limit or modify Customer's insurance or other obligations hereunder.

4. **Limitation of Liability.** Customer using the Space or locating Equipment in the Space, acknowledges that use of the Space and the NAN Premises and selection and use of Equipment therein are at its and its customers' sole risk. NAN shall not be liable for the use by Customer of the Space, the NAN Premises or the location of any Equipment therein, or any lost revenue, lost profits, incidental, special, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service of any Equipment or Customer business, even if advised of the possibility of such damages, whether under any theory of contract, tort (including negligence) strict liability or otherwise. Customer shall not be liable for any lost revenue, lost profits, incidental, special, punitive, indirect or consequential damages, loss of data or interruption or loss of use of service of any Equipment or Customer business, even if advised of the possibility of such damages, whether under any theory of contract, tort, (including negligence), strict liability or otherwise. In no event shall NAN's liability hereunder exceed the lesser of (a) the provable amount of actual damages directly incurred by Customer or (b) in the case of a service interruption, the amount of the monthly fees paid for the "Service Order" by Customer to NAN, prorated by the number of minutes in which the services are interrupted, as calculated in the amount of the monthly fees paid by Customer to NAN for the specific "Service Order". Customer acknowledges that NAN has set its prices and entered into this Agreement in reliance upon the limitations on damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

5. Default and Termination.

- 5.1. NAN may at its sole discretion terminate this Agreement or any part hereof: (i) with respect to Customer's payment obligations, without notice to Customer, if any payment for charges, including taxes, has not been received within fifteen (30) days after the Due Date; and (ii) upon thirty (30) days written notice to Customer if: (a) Customer is in default under any other provision of this Agreement, (b) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event with respect to Customer has occurred, or (c) any material violation of any applicable law, rule or regulation by Customer has occurred. In the event of any such termination, NAN may at its sole discretion take any or all of the following actions: (1) prohibit or restrict access to the Space, (2) turn off electricity, (3) suspend any or all Services, and (4) remove any or all Equipment or other property to the extent necessary to ensure compliance with any law or regulation or to prevent harm to the business or facilities of NAN or any of its customers. In the event of termination by NAN hereunder Customer agrees that: (A) in addition to all other remedies available to NAN, all payment obligations of Customer under this Agreement will become due in full immediately, including but not limited to all fees and charges for all sites through the end of the Term, and (B) the foregoing termination liability constitutes liquidated damages and not a penalty. Customer further agrees that, upon such termination, it will: (C) at its expense, immediately vacate and surrender the Space and remove all of its Equipment, (D) at its expense repair or replace or otherwise make NAN whole for any damage to the Space or the NAN Premises resulting from the removal thereof, and (E) return all NAN Confidential Information. If Customer has not removed its Equipment from the Space within thirty (30) days following the effective date of any termination of this Agreement, Customer will be deemed to have abandoned its claim to the Equipment and to have conveyed its right, title and interest therein to NAN without set off or credit against any amount owed to NAN by Customer.

- 5.2. In the event of a Customer default and subsequent to NAN's termination of the Services for cause, NAN will assess Customer a fee per site to reconnect services in each of those sites ("Reconnection Fee"), which Reconnection Fee must be paid prior to reconnection. Customer will be notified of the exact amount in the default and/or power shut down letter. In addition, upon a pattern of recurring defaults by Customer, NAN shall, in its sole discretion, request additional security deposit required hereunder ("Additional Security Deposit").

- 5.3. Customer may terminate this Agreement by written notice to NAN only if NAN fails or refuses to perform or observe any of its material obligations under this Agreement after a period of thirty (30) days following notice by Customer of such failure or delay. In the event of termination by Customer for any other reason, Customer shall, immediately upon such termination, pay NAN the full amount of all fees and charges for all "Service Order" from the date of such termination through the end of the Term, it being agreed by Customer that such payment constitutes liquidated damages and not a penalty.

6. **Force Majeure.** Neither party shall be liable for any failure or delay in performance caused by any reason or contingency beyond its control, including,

without limitation, labor dispute, fire or other casualty, weather or natural disaster, damage to facilities, or conduct of third parties (collectively, "Force Majeure"). The obligations and rights of the excused party will be extended on a day-for-day basis for the period of time equal to that of the underlying delay or failure, provided, however, that if any such delay or failure continues for more than sixty (60) days, the party affected by the delay or failure shall have the right to terminate this Agreement effective upon written notice.

7. Confidential Information.

- 7.1. For the purpose of this Service Agreement, "Confidential Information" includes but is not limited to, programs, documents, memoranda, materials, equipment, experiments, proposals, compositions, formulae, tapes, worksheets, techniques, processes, procedures, applications, physical and logical security systems, technical, marketing, or financial information, development, or other business plans, know-how, operations, product and service information, patent applications, investments, customer or client lists, employee lists, computer program source codes, inventions, ideas, specifications, designs and drawings, product marketing, business, and financial plans, strategies, forecasts and projections, pricing and cost data, unpublished financial statements and budgets, vendor identities and lists, existence and terms of contractual Service Agreements, information about either Party's employees and/or consultants, any information or materials which are confidentially disclosed by either Party to the other Party, any other information concerning any aspect of either Party's business, as well as all variants, modifications, drafts, or versions of any of the above. The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of disclosure by either Party in breach of this Service Agreement, (ii) was available to a Party on a non-confidential basis as shown in written records prior to its disclosure to the other Party or (iii) becomes available to a Party on a non-confidential basis from a source other than the other Party; provided that such source is not bound by a confidentiality Service Agreement with a Party to this Service Agreement or is otherwise prohibited from transferring the information by a contractual, legal or fiduciary obligation.
- 7.2. Each Party shall hold the other Party's Confidential Information in confidence and use the Confidential Information only for the purposes of transacting business under this Service Agreement and will not, directly or indirectly, reveal, report, publish, disclose, transfer or otherwise use the Confidential Information except for the purpose of such business; provided, however, it is understood that either Party may disclose the Confidential Information as necessary for the intended purpose and those to whom such Confidential Information is disclosed agree to be bound by the terms of this Service Agreement to the same extent as each Party.
- 7.3. All Confidential Information shall be held in strict confidence by the each Party, using the same standard of care as it uses to protect its own Confidential Information. Each Party shall protect and safeguard the Confidential Information against unauthorized use, publication or disclosure and shall restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access for the purposes of transacting business under this Service Agreement.
- 7.4. Upon termination of this Service Supplement, Customer shall return or provide proof of destruction of all related Confidential Information supplied by NAN within ten (10) business days of such termination. NAN shall return or provide proof of destruction all related Confidential Information supplied by Customer within ten (10) business days after receipt of all amounts due under this Service Supplement which is not subject to good faith dispute. All provisions of this Service Supplement dealing with limitation of liability, confidentiality and governing law, will survive termination of this Service Supplement. The definition of Confidential Information is set forth in Paragraph 7.1 of this Service Supplement. Notwithstanding the foregoing each Party shall have the right to retain copies of this Service Supplement, payment and receipt records of Fees, related equipment and software configuration information, and business data for the purpose of legal, tax, and ongoing business related activities.
- 8. **Conflicts or Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Collocation Services Supplement and the Agreement, the provisions of this Collocation Services Supplement shall control.

IN WITNESS WHEREOF, the parties hereof have executed this Collocation Service Supplement on the day and year first written below.

AGREED AND ACCEPTED

NORTH ATLANTIC NETWORKS, LLC

(Authorized Signature)

(Authorized Signature)

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____