

INTEGRA DATA CENTER POLICIES AND PROCEDURES

Integra Telecom, Inc. has adopted the following Policies and Procedures related to our Data Products and Services and use of our Data Centers. The Policies and Procedures are subject to change as determined necessary by Integra and will be publicly available at all times at www.integratelecom.com/about/policy.

FACILITIES ACCESS

Only authorized Customer employees who have been issued access cards and are wearing picture identification badges, may be on Integra property or in an Integra building. Access card requests must be completed before access cards will be provided. Only the primary Customer contact as identified by Customer is authorized to request changes to the list of authorized Customer representatives. Customer must provide written documentation by completing the Integra Certification and Access Application and sending it to the number listed on the form.

At some Integra locations, Integra will issue keys to Customer. Customer must submit Key Requests to Integra. No keys will be duplicated. No keys or access cards will be given to any person who has not been certified for access to Integra Facilities.

It is the responsibility of Customer to maintain control of card and/or key access onto Integra Facilities. Integra will perform, or request customers to perform, audits of access cards and customer records. Customer must notify Integra in writing of any changes in personnel that require the issuance of access cards or keys to new individuals.

Keys and access cards shall be returned to Integra immediately upon request and shall also be returned to Integra when Customer employee, agent or contractor who was originally issued the key or access card no longer needs the key or access card. All keys and cards shall be returned to Integra immediately upon termination of the Agreement.

Customer must notify Integra in writing immediately when keys and/or access cards are lost or stolen. Under conditions where the loss of keys or access cards by Customer requires, in Integra's opinion, recombination of locks or reconfiguration of the access control system, and/or issuance of new keys and access cards, the cost of labor and material shall be charged to Customer at Integra's discretion.

Customer employees, agents, or subcontractors will be allowed to access their equipment area without Integra escort. This includes reasonable access to rest room Facilities. Telephones and break rooms are not for the use of Customer employees and/or their agents or contractors.

Customer shall not harm, damage or otherwise interfere with Integra's or other customers' equipment at any time.

Integra requires a minimum of 24 hours prior written notice authorizing Customer representative (contractor) access. The Customer must complete the Integra Contractor Access Form and fax it to the number listed on the

form. No building keys or access cards will be issued to Customer's contractor. Upon entry of the Integra Facility, Customer's contractor must sign in with name and time denoted. An Integra employee must escort representatives not accompanied by an authorized Customer. If escorted service is required, Customer will be charged the normal consulting fee at Integra's current rate.

Customers arriving at the Integra Facility without access keys must contact the Integra Customer Services group (503) 748-4512 or (877) 666-9065. Customer must be on file as an authorized Customer or Customer representative. In case of emergency only, verbal authorization for access will be accepted from the primary Customer contact. Customers or their representatives arriving without keys must be escorted by an Integra employee at all times while in the Integra Facility. Customer will be charged the normal consulting fee for escorting the Customer or their representative.

Customers must contact Integra's Customer Services group (503) 748-4512 or (877) 666-9065 to request Integra's assistance on hosted equipment

Customer agrees to observe and follow all of the then current Building Rules and Regulations or other rules, policies and procedures for each Integra Facility where Customer obtains services.

Customer shall have access 24 hours per day, 7 days per week for routine maintenance, installation, and de-installation of Customer's equipment.

Customer shall comply with the security access procedures for the specific Integra Facility.

EQUIPMENT

The Equipment will belong to or be leased by Customer, and will be located in the Building at the sole risk of Customer. Integra will not be liable for damage, theft, misappropriation or loss, except in the event of Integra's gross negligence or willful misconduct.

Each piece of equipment installed in an Integra Facility must be clearly labeled with Customer's name (or an identifying code provided in writing to Integra) and phone number for the emergency contact person. Each connection to and from a piece of Customer equipment must be labeled with Customer's name (or the Customer's identifying code) and the starting and end point of the connection.

Customer is responsible for all Customer equipment. Customer equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements. Customer must use its best efforts to provide Integra with at least 48 business hours prior notice when it intends to connect or disconnect any equipment. Customer may not place any hardware or other equipment in the Integra Facility that has not been identified in writing to Integra

Customer will, at its sole expense, maintain and repair the Equipment to avoid hazard or damage to the Integra Facilities or injury to Integra employees, agents, suppliers or the public. Any necessary additional protective devices will be provided by Customer, at Customer's sole expense. Integra will have no responsibility for maintenance or repair of the Customer's equipment.

At the expiration or earlier termination of the Agreement, Customer will remove the Equipment and Customer's personal property from the Building in a neat and orderly manner, and repair all damage caused by such

removal, excluding normal wear and tear, at Customer's sole expense. Any property not so removed within thirty (30) days after the expiration or termination of the Agreement will be deemed abandoned and the property of Integra, and Customer will be liable for all costs incurred by Integra from removing the Equipment and repairing the Building as a result thereof.

In an emergency or other situation threatening harm to Integra employees, agents, subcontractors, or property, Integra reserves the right to open, inspect, disconnect, and recover Customer equipment that is overheating, smoking, etc.

Integra approved power and grounding procedures must be followed. Integra will inspect and approve power and grounding before power is provided to the equipment. Customer equipment must be UL-certified.

Protection of Integra's investment in equipment, tools, supplies, and vehicles against loss, theft, damage, vandalism, or unauthorized disposal is vitally important. Tools, supplies, materials, telephones and other equipment and Facilities are purchased with Integra funds for Integra use. They belong to Integra in every sense, and are not to be used for personal benefit of Customer. All unused or surplus Integra owned material must not be removed.

Keys to terminals, buildings, or other Facilities may be used only for the purpose intended and in accordance with specific instructions. Such keys must be safeguarded and protected at all times in accordance with established practices and will be surrendered to Integra upon demand.

Personal long distance calls are not to be charged to Integra telephones, nor made on an unauthorized basis from switchboards, test-boards, terminals, or other Facilities locations.

INSTALLATION.

Customer is to provide notice to Integra regarding the installation of Customer's equipment. Customer will coordinate with Integra regarding delivery, timing and location of said equipment. Customer is responsible for installing its own equipment in the space Customer has leased. Customers requiring installation assistance can contract with Integra on an hourly basis at the then current Integra consulting rate. Customer acknowledges and agrees that Integra is not responsible for any damage of any kind to the Customer's equipment and hereby releases and indemnifies Integra for any and all such claims, damages and liabilities.

Prior to the commencement of any custom installation work within the Customer hosting space, Customer will, at its cost and expense, prepare and deliver to Integra working drawings, plans and specifications (the "Plans") detailing the technical characteristics, location and size of the Equipment, specifically describing the proposed installation and related work, and detailing the schedule for all installation activities related thereto. No work will commence until Integra, in its sole discretion, has approved the Plans in writing. The Equipment will be designed and constructed so as to prevent electromagnetic and radio frequency signal leakage. If the Equipment fails to prevent such leakage Integra may terminate the Agreement, subject to the conditions herein.

Customer will:

- i. perform installation and related work in a professional and safe manner consistent with the Equipment manufacturers' specifications and other reasonable requirements established by Integra;
- ii. perform construction and work so as to minimize interference with the operation of the

Building and the occupants' activities and businesses;

- iii. perform heavy construction or installation activities, which would reasonably be considered as disruptive or noisy before 8:00 a.m. and after 5:00 p.m.;
- iv. obtain necessary federal, state and municipal permits, licenses and approvals, prior to the commencement of any installation and related work;
- v. conduct its installation activities using trained technicians;
- vi. be responsible for safety conditions in the areas of work performance at all times;
- vii. keep the installation areas safe and orderly at all times; and
- viii. upon completion of installation, leave the Building clean and free from all materials, tools, and equipment not required after installation and from all rubbish and debris which results from installation.

Integra will have the right to order Customer to prevent or stop installation activities, without liability to Integra, if such activities, within Integra's sole judgment, will interfere or are interfering with the operation of the Building or the occupants' activities and quiet enjoyment thereof.

LIMITATIONS AND RELOCATION

Integra reserves the right at all times during the Term to suspend the Agreement and access to the Integra Facility and any and all Services including electrical power, or to remove, change or otherwise terminate the operation of the Equipment installed in Customer's space without notice if Integra deems, in its sole discretion, that suspension is necessary either (i) to protect the public or Integra's employees, agents, subcontractors, Facilities or services from damage or injury of any kind, or (ii) because Customer's use of the Space violates any law, rule or regulation. Integra may also suspend Services after notice to Customer in accordance with the terms of this Agreement. Integra will use reasonable best efforts to notify Customer promptly of a suspension, and work in cooperation with Customer to remedy the situation and resume Services.

Integra will have the right to relocate or require the relocation of the Equipment if such relocation is necessary in Integra's reasonable judgment. In such event, Integra will provide Customer with reasonable advance notice of the need to relocate such Equipment, and the parties will meet to agree upon the activities required for such relocation. Integra will be responsible for all costs related to meeting its obligations under this Agreement as respects the relocation space. Customer will be responsible for all costs of relocating its equipment. If Customer and Integra are unable to agree upon the terms of such relocation, Customer may terminate the Agreement upon thirty (30) days prior written notice, subject to Customer's performing its obligations resulting from termination. If Customer fails to relocate in a timely manner, Integra may relocate the Equipment at Customer's expense and without liability.

MAINTENANCE PERIODS

Scheduled maintenance shall mean any maintenance at the Integra Facility at which Customer's equipment is located that is performed during the standard maintenance window of Saturday, 12 AM to 2 AM local time of the Integra Facility at which the Customer's server is located.

In the event an emergency situation arises, Integra may be required to perform emergency maintenance, without any liability to Integra in the event Integra has given at least four (4) hours prior notice. Notice of emergency maintenance will be provided to Customer's primary contact by a method elected by Integra (telephone, email, fax or page).

During these scheduled and emergency maintenance periods, Customer equipment may be unable to transmit and receive data and Customer may be unable to access its equipment. Customer agrees to cooperate with Integra during any scheduled or emergency maintenance period.

FACILITY MODIFICATIONS

Customer may not make any construction changes or material alterations to the interior or exterior portions of an Integra Facility, including any cabling or power supplies for its equipment, without obtaining Integra's written approval for Customer to have the work performed or have Integra perform the work at Customer's expense. Integra reserves the right to perform and manage any construction or material alterations within an Integra Facility at rates to be negotiated between Integra and Customer.

At least ten business days before commencement of any "Construction" in or to an Integra Facility or premise by or for Customer, Customer will give Integra written notice of the proposed work and a list of companies supplying labor and materials for the proposed work. Integra must give written approval of Customer's choice of suppliers and contractors. Integra may require scheduling changes and substitution of suppliers and contractors as conditions to its approval. Integra approval is not an endorsement of Customer's supplier or contractor, and Customer will remain solely responsible for the selection of the supplier or contractor and all payments for construction work.

It is Customer's responsibility to cause each of Customer's contractors and subcontractors to maintain protection of an Integra Facility or premise in such a manner as to prevent damage to any property or equipment.

Customer shall pay or cause to be paid all costs and charges for work done by Integra on or about the Integra Facility and for all materials furnished for such work. Customer shall indemnify Integra against and hold Integra and the Integra Facility free and clear of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work done by or on the behalf of Customer.

If any such lien is filed against the Integra Facility, or any part thereof, Customer shall cause such lien to be discharged of record within ten days after its filing, except that if Customer desires to contest such lien, it will furnish Integra, within the ten-day period, security reasonably satisfactory to Integra of at least 150% of the amount of the claim, plus estimated costs and interest.

If a final judgment establishing the validity or existence of a lien for any amount is entered, Customer shall pay and satisfy the same without delay. If Customer fails to pay any charge for which a mechanics' lien has been filed, and has not given Integra security as above, Integra may, at its option, pay such charge and related costs and interest, and Customer shall immediately reimburse Integra for the amount paid, together with reasonable attorneys' fees incurred in connection with such lien.

USE OF DATA CENTER OR COLLOCATION FACILITIES

Customer and its representatives agree to adhere to and abide by all security and safety measures in effect at a particular Integra Facility. Customer is responsible for keeping its space clear and free of debris and refuse at all times

Customer and its authorized representatives shall not:

- Breach or attempt to breach, the security at an Integra Facility;
- Misuse, abuse or otherwise interfere with any property or equipment of Integra's other Integra Customers or another third party;
- Harass any individual, including representatives of Integra or other Integra Customers;
- Engage in any activity that is in violation of the laws or aids or assists any criminal activity while on Integra property or in connection with Services;
- Permit any explosive, flammable or combustible material or any hazardous or toxic materials to be located in or about the Integra Facility;
- Bring in food or beverages; tobacco products; alcohol; illegal drugs; other intoxicants; electro-magnetic devices which could reasonably interfere with computer and telecommunications equipment; or photographic or recording equipment of any kind (except tape back-up equipment).

Customer acknowledges that Integra exercises no control whatsoever over the content of the information passing through the Customer's site(s). For Internet access, Customer and its end-users are subject to Integra's Acceptable Use Policy.

SUPPORT

If Customer requires support from Integra, Customer may call Managed Services Support at 503-748-4512 or 877-666-9065 at any time. Customer may also email requests for support to ManagedServicesSupport@Integratelecom.com, provided, however, as set forth above, that for purposes of opening trouble tickets and/or obtaining Service Outage Credits, Customer must make voice contact with Integra to open a trouble ticket.

When Customer calls Integra for support, Customer should be prepared to provide the following:

- Customer name
- Contact name
- Collocation area
- Brief description of problem or issue with relevant supporting information
- Contact information
 - Phone number
 - And/or email address

Upon receiving a request for assistance from a Customer, Integra will log Customer's issue in Integra's trouble tracking system. Customer will be provided the trouble ticket number for future reference. Customer will be provided regular status updates as well as closing/resolution information.

Standard Support

- Ticket Initiation
 - Trouble calls received by the Managed Services Support (MSS) will result in a trouble ticket being created within 15 minutes of receipt of voice call or within 2 hours of receipt of email by Managed Services Support group
- Status Updates
 - Customer status updates will be provided by a MSS representative at a minimum of 4 hour intervals and will include pertinent information regarding:
 - The source of the problem or issue if known
 - An ETR if available
 - Specifics about what group(s) are working the problem or issue
 - Possible workarounds or Customer options if available
 - Status updates can be in the form of voice call, email and/or fax from Managed Services Support depending on Customer preference
- Escalation
 - Customer may request escalation of the problem or issue to next support level if Customer feels resolution efforts are not moving at an appropriate pace
 - The MSS representative will be responsible for escalating the issue, documenting the escalation in the related trouble ticket and notifying Customer of the successful escalation
 -
- Follow-up
 - Customer may request specific follow-up action including:
 - Continued monitoring and four-hour status updates for a 24 hour period after Integra believes the problem or issue has been resolved
 - Complete trouble ticket information sent to Customer via email or fax with all relevant supporting detail

GENERAL

The temperature in Integra Data Center is automatically set and controlled. Propping doors open is not permitted at any time.

Parking spaces cannot be reserved for Customer employees on Integra property. Customer employees must obey parking lot directional signs, speed limits and proper parking.

Customer agrees at all time to comply with federal, state and municipal laws, orders, rules and regulations applicable to its activities and its equipment.

Customer will maintain insurance policies as required in the Agreement.

ADHERENCE TO RULES AND POLICIES

THE INTEGRA DATA CENTER POLICIES AND RULES AND OTHER INTEGRA POLICIES AND PROCEDURES MUST BE ADHERED TO AT ALL TIMES. VIOLATION OF SUCH POLICIES COULD RESULT IN A REMOVAL OR DENIAL OF ACCESS TO INTEGRA FACILITIES AND/OR TERMINATION OF CUSTOMER'S LICENSE, AGREEMENT(S), AND/OR SERVICE.