



**COLLOCATION SERVICE ADDENDUM
to the
Carrier Account Master Service Agreement**

THIS COLLOCATION SERVICE ADDENDUM (“Addendum”) shall be attached to and become a part of the Carrier Account Master Service Agreement (“Agreement”) by and between Electric Lightwave, LLC, a Delaware limited liability company (“ELI”) and INSERT CUSTOMER'S FULL LEGAL NAME ("Customer"):

1. SCOPE OF THE ADDENDUM

This Addendum and the Agreement set forth the terms and conditions under which ELI agrees to provide to Customer, and Customer agrees to procure from ELI, Collocation Services (“Services”) as described herein.

2. DESCRIPTION OF SERVICES

2.1 ELI will grant to Customer a nonexclusive limited license (“License”) to install computer and communications equipment owned by Customer (“Equipment”) within a specified cabinet or rack (“Space”) within the ELI controlled premises (“Premises”) located at the building(s) (“Building” or “Buildings”) identified in individual Service Orders executed pursuant to this Agreement, and incorporated herein by reference. Each Service Order is governed by and subject to the terms and conditions contained in this Agreement and any property lease (“Primary Lease”) between ELI and the building owner (“Landlord”) that governs ELI’s use of the Premises. Customer hereby acknowledges and agrees that under no circumstances will it be granted any real property interest in the Space or any of the Premises under the terms of this Agreement, and that Customer has no rights as a tenant under any real property or landlord/tenant laws, regulations or ordinances. ELI reserves the right to grant, renew or extend similar licenses to others for locating equipment in the Building.

2.2 ELI will provide utility and maintenance Services described herein and in the Service Orders. ELI will provide Services that support the overall operation of the Building (e.g. janitorial services, environmental systems maintenance and power plant maintenance), at no additional charge.

3. TERM

The term of each License will commence on the date ELI makes the Space available to Customer and will continue for the length of the term identified in the applicable Service Order, unless earlier terminated as provided herein (“License Term”). At the conclusion of the License Term, each License will continue month-to-month unless terminated by either party providing 30 days prior written notice to the other party.

4. RATES AND CHARGES

Rates for collocation Services are identified in the applicable Service Order.

5. ACCESS AND USE

- 5.1 Subject to ELI's reasonable security measures, ELI will provide Customer reasonable access to the Space 24 hours a day, 7 days a week, every day throughout the License Term so that Customer may perform installation, operation, maintenance, replacement and repair functions related to its Equipment. Customer will provide ELI with reasonable advance notice at **1-800-622-4354**. Customer will provide full and free access to ELI to the Equipment at all times. Customer is responsible for the actions of all who access the Building on Customer's behalf, or who access the Building utilizing Customer's key or key card.
- 5.2 ELI will issue one (1) electronic access card and one (1) key (collectively referred to herein as "Key" or "Keys"), as applicable, for Customer to access the Premises and the Space. Customer will pay a \$100 fee per Key for replacements.
- 5.3 Customer will use the Space and the Equipment solely for the purposes of providing communications services including, but not limited to, internet and data Services. Customer will not prohibit or interfere with the use of the Building or any portion thereof by ELI or other tenants, Customers or occupants of the Building. Customer will not sublicense, lease, rent, share, resell or allow the use of the Equipment or Space, in whole or in part, by any third party, including but not limited to other providers of computer or communications services, without ELI's prior written consent.
- 5.4 ELI reserves the right at all times during the License Term to suspend this License and access to the Premises and any and all Services including electrical power, or to remove, change or otherwise terminate the operation of the Equipment installed in the Space without notice if ELI deems, in its sole reasonable discretion, that suspension is necessary, either (i) to protect the public or ELI's personnel, agents, Premises or services from damage or injury of any kind, or (ii) because Customer's use of the Space violates any law, rule or regulation. ELI will use reasonable best efforts to notify Customer promptly of any such suspension, and will cooperate with Customer to remedy the situation and resume Services.

6. UTILITIES AND INTERRUPTIONS

- 6.1 ELI will make reasonable efforts to furnish additional power if necessary to meet the reasonable requirements of Customer as identified in the Service Order. Customer will be responsible for providing, at Customer's sole expense, any filtering or regulation devices within the Space to correct any interference or potential electrical surges. If Customer draws power in excess of the requirements outlined in the Service Order for any particular Space, Customer will pay for the additional power usage within that Space at the then-current rate per Amp.
- 6.2 The parties will use their best efforts to avoid any unnecessary interruptions and, where required, will work with each other to plan and coordinate necessary Service and utility interruptions so as to minimize disruptions to the Equipment and the Facilities. In no event will ELI be liable to Customer or any of Customer's customers for any damages, liabilities or expenses, resulting from or caused by such interruptions or outages.

7. INSTALLATION

- 7.1 Prior to the commencement of any work within the Space, Customer will, at Customer's cost and expense, prepare and deliver to ELI 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 ELI, in its sole reasonable 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 ELI may terminate the affected Service Order, subject to the conditions herein.

7.2 Customer shall:

7.2.1 perform installation and related work in a professional and safe manner consistent with the Equipment manufacturers' specifications and other reasonable requirements established by ELI; and

7.2.2 perform construction and work so as to minimize interference with the operation of the Building and the occupants' activities and businesses; and

7.2.3 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.; and

7.2.4 obtain necessary federal, state and municipal permits, licenses and approvals, prior to the commencement of any installation and related work; and

7.2.5 conduct its installation activities using trained technicians; and

7.2.6 be responsible for safety conditions in the areas of work performance at all times; and

7.2.7 keep the installation areas safe and orderly at all times; and

7.2.8 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.

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

8. CUSTOMER'S COVENANTS AND WARRANTIES. Customer hereby covenants and warrants:

8.1 To keep the Space and the Equipment in good order, repair and condition throughout the License Term and to promptly and completely repair all damage to the Building caused by Customer, reasonable wear and tear excepted;

8.2 To comply with federal, state and municipal laws, orders, rules and regulations applicable to its activities and the Equipment; and

8.3 Customer will not disrupt, adversely affect or interfere with other providers of services in the Building or with any occupants' use and enjoyment of the Space or the common areas of the Building.

9. EQUIPMENT OWNERSHIP AND MAINTENANCE

- 9.1 The Equipment must belong to or be leased by Customer, and is located in the Building at the sole risk of Customer. ELI will not be liable for damage, theft, misappropriation or loss, except to the extent caused by ELI's gross negligence or willful misconduct. Customer will label or bar-code all Equipment.
- 9.2 Customer will, at its sole expense, maintain and repair the Equipment to avoid hazard or damage to the Space and Building or injury to ELI employees, agents, suppliers, other tenants or the public. Except as specifically agreed, ELI has no responsibility for maintenance or repair of the Equipment. Customer may request maintenance Services from ELI as described below.
- 9.3 **IN NO EVENT WILL ELI BE LIABLE TO CUSTOMER FOR ANY DAMAGES, DIRECT OR INDIRECT, TO CUSTOMER EQUIPMENT ARISING OUT OF CUSTOMER'S USE OF THE BUILDING OR THE SERVICES PROVIDED HEREUNDER, EXCEPT TO THE EXTENT SUCH DAMAGES ARE THE DIRECT RESULT OF ELI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
- 9.4 At the expiration or earlier termination of this 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 this Agreement will be deemed abandoned and the property of ELI, and Customer will be liable for all costs incurred by ELI from removing the Equipment and repairing the Building as a result thereof.

10. CONDITION OF SPACE AND BUILDING

ELI MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HAS INSPECTED THE SPACE, ACCEPTS THE SAME "AS IS" AND AGREES THAT ELI IS UNDER NO OBLIGATION TO PERFORM ANY WORK OR PROVIDE ANY MATERIALS TO PREPARE THE SPACE OR THE BUILDING FOR CUSTOMER.

11. RELOCATION

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

12. INDEMNIFICATION

- 12.1 Customer will defend, indemnify, and hold ELI, its principals, parent organizations, officers, directors, agents and employees harmless from and against any loss, cost,

damage, liability, claim or expense of any kind arising directly or indirectly from the installation, operation, maintenance and repair of the Equipment or from Customer's or any of Customer's subcontractors' or agents' acts or omissions including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of ELI or its employees or agents. The provisions of this Section will survive termination of this Agreement.

- 12.2 Customer shall not generate, store, dispose of, or otherwise handle any Hazardous Substances on, in or about the Building. Customer will promptly inform ELI of any environmental releases of Hazardous Substances that are reportable under Applicable Law of which Customer becomes aware with respect to any Building. Customer shall indemnify, defend and hold harmless ELI, its officers, directors, employees, agents, contractors, guests and invitees from and against all liabilities, penalties, fines and expenses, including without limitation reasonable attorney's fees, consultants' fees, litigation costs, and clean-up costs, asserted against or incurred by ELI, its officers, directors, employees, agents, contractors and invitees at any time and from time to time resulting from the presence of any Hazardous Substances on, in or about the Building to the extent such presence results from (a) the action or inaction of Customer, its officers, directors, employees, agents, contractors, guests and invitees, and or (b) Customer's generation, storage, treatment, handling, transportation, disposal or release of any Hazardous Substance at, on, in or about the Building, and or (c) the violation of any Applicable Law governing Hazardous Substances by Customer, its officers, directors, employees, agents, contractors, guests and invitees. "Hazardous Substances" means any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminant, under Applicable Law. "Applicable Law" means any federal, state or local statute, law, ordinance, rule, regulation, or judicial or administrative order, ruling or decision, now or in the future applicable to the Building or any portion thereof or to any activity which shall take place thereon.

13. INSURANCE Customer will maintain the following insurance policies:

- 13.1 Workers' Compensation with statutory limits, and Employer's Liability Insurance with a limit of \$1,000,000.
- 13.2 General Liability Insurance with a combined single limit of \$2,000,000 per location, naming ELI and the Landlord (if necessary) as Additional Insured.
- 13.3 Automobile Liability Insurance with a limit of not less than \$1,000,000 per occurrence covering the ownership, operation and maintenance of all owned, non-owned, or like vehicles, naming ELI and the Landlord (if necessary) as Additional Insured.
- 13.3 All required insurance policies will be maintained by Customer throughout the License Term(s) and any period during which any claims arising from this Agreement are or may be outstanding. Upon Customer's default in obtaining or delivering any such policy or certificate of insurance or Customer's failure to pay the premiums therefor, ELI may (but will not be obligated to) secure or pay the premium for any such policy and charge Customer the cost of such premium, or ELI may immediately terminate this Agreement and all License Term(s) without liability to Customer. **Customer will provide ELI Certificates of Insurance indicating the required coverage prior to accessing the Space. The Certificate will provide that ELI will be notified in writing not less than thirty (30) days prior to any cancellation or material change in coverage.**

14. ENTIRE AGREEMENT

This Addendum and the Agreement set forth the entire understanding of the Parties and supersede any and all prior agreements, arrangements or understandings relating to the subject matter hereof. The Agreement will remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

Electric Lightwave, LLC

CUSTOMER'S FULL LEGAL NAME

By: _____
Printed _____
Name: _____
Title: _____
Date: _____

By: _____
Printed _____
Name: _____
Title: _____
Date: _____