

## AGREEMENT FOR TERMINAL FACILITY CO-LOCATION SPACE

THIS AGREEMENT made this 16th day of November, 2010, (the "Effective Date") by and between Datum Communications, Inc., dba Extreme Internet, hereinafter called "EXTREME", and Troy A. Griffiths, hereinafter called "Customer."

### RECITALS

WHEREAS, EXTREME owns, controls, or is affiliated with entities (hereinafter, "EXTREME Affiliates") having leasehold interests in certain office and storage space within commercial buildings throughout Arizona (generally described herein as the "Premises") which may be suitable for the placement and operation of telecommunications equipment; and

WHEREAS, Customer desires access to the Premises in one or more locations for the purpose of placing therein certain telecommunications equipment and cabling (hereinafter, called "Equipment") each individual location for such. Equipment to be referred to herein as a "Terminal Facility"; and

WHEREAS, one or more of the EXTREME Affiliates may be willing to grant Customer licenses to occupy or use portions of the Terminal Facilities upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, EXTREME and Customer (collectively the "Parties") hereby agree as follows:

### I. LICENSE TO OCCUPY, PERMISSIBLE USE AND RELOCATION PROVISIONS.

A. This document shall comprise a complete and binding agreement between Customer and an EXTREME Affiliate only upon execution by the EXTREME Affiliate and Customer of a Co-location Schedule pertaining to an individual Terminal Facility, of which the EXTREME Affiliate has a leasehold interest. Each Co-location Schedule, and any amendments thereto, when dated and subscribed by Customer and the applicable EXTREME affiliate, shall incorporate the terms and conditions of this Agreement. References in this Agreement to rights or obligations of EXTREME shall refer to the rights and obligations of the EXTREME affiliate named in the appropriate Co-location Schedule for the Terminal Facility to which it pertains. In the event of any conflict or inconsistencies between this Agreement and the terms set forth in a Co-location Schedule, terms of the Co-location Schedule shall in all cases prevail, but only for the Terminal Facility identified in the conflicting or inconsistent Co-location Schedule.

B. Each Co-location Schedule shall have attached thereto the following Exhibits: Facility Drawings, identified as "Exhibit 1"; General Description of Work Tasks and Special Terms and Conditions, identified as "Exhibit 2"; and Dispatch Labor Charges; identified as "Exhibit 3."

C. Except as expressly provided in this paragraph I.C, Customer shall utilize the Space only for interconnection of the Equipment to the network services of EXTREME. If Customer requires telecommunications services that EXTREME is unable or unwilling to provide (after having been given a reasonable opportunity by Customer to provide the required services) Customer shall have the right to interconnect the Equipment to facilities of the dominant local exchange carrier (LEC). Customer must obtain the prior written consent of EXTREME before allowing the Equipment to be interconnected with the LEC network, which consent shall not be unreasonably withheld, and any consent not given or denied within three business days after such written notice shall be deemed to be granted.

D. In connection with the Space made available hereunder, EXTREME shall perform services which supports the overall operation of the Terminal Facility (e.g., janitorial services, environmental systems maintenance, and power plant maintenance) at no additional charge to Customer. However, Customer shall be required to maintain the Co-location Space in an orderly manner and shall be responsible for the removal of trash, packing, cartons, etc. from the Space. Further, Customer shall maintain the Space in a safe condition, including but not limited to the preclusion of storing combustible materials in the Space.

E. Unless otherwise provided in the Co-location Schedule, each visit by Customer to the Space will be deemed to utilize escort services furnished by EXTREME from the time Customer's Employee(s) sign(s) in upon entering the Terminal Facility to the time Customer's employee(s) sign(s) out upon leaving the Terminal Facility. Charges for escort services are consistent with the dispatch labor charges (the "Dispatch Labor Charges") depicted in Exhibit 3 to the Co-location Schedule.

F. Customer acknowledges that it has been granted only a license to occupy the Space and that it has not been granted any real property interests in the Space.

## **II. TERM OF AGREEMENT, TERMINATION AND RENEWAL.**

A. Customer's license to occupy each Co-location Space shall begin on the "Requested Service Date," as set forth in paragraph 3 of each individual Co-location Schedule or on the date EXTREME completes the build-out of the Space, whichever is later. The minimum term of the Customer's license to occupy the Space shall be the period set forth in the Co-location Schedule (the "Minimum Term").

B. If EXTREME fails for any reason to tender possession of the Space to Customer on or before the Requested Service Date (specified in the Co-location Schedule relevant thereto) this Agreement shall not be void or voidable. Notwithstanding the foregoing, if EXTREME fails to tender possession of the Space to Customer within a sixty (60) day period after such Requested Service Date (due to any reason other than the acts or omissions of Customer), Customer may, upon written notice to EXTREME, declare relevant Co-location Schedule null and void with no further obligation by Customer under the relevant Co-location Schedule, and EXTREME shall refund all fees and charges paid in advance by Customer. In the event that EXTREME is delayed in tendering possession of the Space to Customer for any reason other than the acts or omissions of Customer, Customer shall not be obligated to pay the Occupancy Fee or Other Monthly Services (as hereinafter defined) hereunder until such time as EXTREME tenders possession of the Space to the Customer. Except as provided herein, EXTREME shall not be liable to Customer in any way as a result of such delay or failure to tender possession.

C. Subject to the conditions specified within this Section II, and provided Customer is not in default of its Agreements with EXTREME, this Agreement shall automatically renew for successive terms as per original term selected, unless terminated by either party by written notice within 30 days prior to the then current date for termination. The Minimum Term and any Renewal Periods may be collectively referred to as the "Term."

D. Any option granted to Customer to renew its license to occupy the Space shall be contingent on the election by EXTREME to continue to own or lease the Premises in which the Space is located for the duration of the Renewal Period(s), such election to be exercised at the sole discretion of EXTREME.

E. Upon termination or expiration of the Term for each Space, Customer agrees to remove the Equipment and other property that has been installed by Customer or Customer's agents. In the event such Equipment or property has not been removed within thirty (30) days of the effective termination or expiration date, the Equipment shall be deemed abandoned and Customer shall lose all rights and title thereto.

F. In the event the Terminal Facility becomes the subject of a taking by eminent domain by any authority having such power, EXTREME shall have the right to terminate this Agreement. EXTREME shall attempt to give Customer reasonable advance notice of the removal schedule. Customer shall have no claim against EXTREME for any relocation expenses, any part of any award that may be made for such taking or the value of any unexpired term or renewed periods that result from a termination by EXTREME under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing contained in this Agreement shall prohibit Customer from seeking any relief or remedy against the condemning authority in the event of an eminent domain proceeding or condemnation that affects the Space.

### III. EARLY TERMINATION.

If the customer's connection is discontinued prior to the end of the term, as defined herein, customer will pay an early termination charge equal to fifty percent (50%) of their unsubscribed monthly connection charges, multiplied by the number of months remaining in the term of the contract. The parties agree that the early termination charges, as defined above, shall also be defined as liquidated damages in that it is extremely difficult for EXTREME to determine in advance exactly what the damages flowing from such a customer breach would be, due in part to the fluctuating price of bandwidth purchases, other types of telecommunications charges, length of bandwidth purchase agreements, and the like. Early termination charges shall apply in all cases except the following:

- If the customer terminates its connection under this attachment due to breach of the contract by EXTREME, or
- If EXTREME must disconnect service to the customer due to breach of the contract by EXTREME; or
- If EXTREME must disconnect service to the customer due to any reason not resulting from a breach of the Agreement by customer.

### IV. PRICES AND PAYMENT TERMS.

A. Customer shall pay EXTREME monthly recurring fees (the "Recurring Fees"), which shall include charges for use and occupancy of the Space (the "Occupancy Fees"), as well as cross-connect fees (the "Cross-Connect Fees") and power charges (the "Power Charges"), if applicable. In addition to any Recurring Fees, Customer shall be charged non-recurring fees for build-out of the Space (the "Build-Out Fees"), including, where applicable, cross-connect installation fees and/or Dispatch Labor Charges, where applicable, which shall be set forth in the relevant Co-location Schedule and the Exhibits thereto. If Customer requests that EXTREME provide services not delineated herein or in the Co-location schedules at any time during the Term, Customer agrees to pay EXTREME price for such services in effect at the time such service was rendered.

B. Prices do not include taxes, except as specifically stated herein. Customer agrees to pay or reimburse EXTREME for any applicable taxes that are levied based on the transactions hereunder, exclusive of taxes on EXTREME income and real estate taxes on the Terminal Facility. Any such charges shall be invoiced and payable within the payment terms of this Agreement. EXTREME agrees to provide Customer with reasonable documentation to support invoiced amounts for taxes within thirty (30) calendar days of receipt of a Customer's written request.

C. The Occupancy Fee and/or Power Charges shall be increased by any increases incurred by EXTREME and required under the lease relevant to the Premises in which the Space is located. Customer shall pay to EXTREME its pro rata share of any such increases based on the number of square feet of the Space compared to the number of square feet leased by EXTREME under the applicable lease. EXTREME shall notify Customer of any such increase as soon as practicable.

D. All Monthly Recurring Fees shall be invoiced in the beginning of each month commencing on the first day of the Requested Service Date as identified in the Co-location Schedule, or the date Customer delivers their equipment to collocation facility, whichever occurs first, and thereafter, on the first day of each calendar month. Charges for partial months shall be prorated accordingly. All Monthly Recurring Fees shall be payable net ten (10) days from date of invoice. Late payments shall be subject to late charges if payment is not received within the payment term period. The late payment charges will be \$15.00 plus an additional amount calculated based on 1.5% per month of the unpaid amount.

E. Services may be suspended by EXTREME for non-payment. EXTREME will attempt to contact customer prior to disruption of service by one of the following methods: telephone, email, US Postal Service via contact information provided by customer in this contract. However, disruption of service due to non-payment does not release customer from any of the terms and commitments defined in this contract. EXTREME will attempt to contact customer, but is under no obligation to do so.

F. Charges delineated in the Co-location Schedule for build-out of the Space shall be invoiced and paid by Customer when invoiced. EXTREME may require payment of up to fifty percent (50%) of the "Build Out Fees" prior to commencing construction.

G. Customer agrees to reimburse EXTREME for all reasonable repair or restoration costs associated with damage or destruction caused by Customer's personnel, Customer's agents or Customer's suppliers/contractors or Customer's visitors during the Term or as a consequence of Customer's removal of the Equipment or property installed in the Space.

**V. ADDITIONAL TERMS GOVERNING THE USE OF CO-LOCATION SPACE;  
INSTALLATION OF EQUIPMENT.**

A. Before beginning any delivery, installation, replacement or removal work, Customer must obtain EXTREME'S written approval of Customer's choice of suppliers and contractors which approval shall not be unreasonably withheld or unduly delayed. EXTREME may request additional information before granting approval and may require scheduling changes and substitution of suppliers and contractors as conditions of its approval. Approval by EXTREME 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.

B. Customer shall not make any construction changes or material alterations to the interior or exterior portions of the Space, including any cabling or power supplies for the Equipment, without obtaining EXTREME written approval for Customer to have the work performed or have EXTREME perform the work. EXTREME reserves the right to perform and manage any construction or material alterations within the Terminal Facility and Co-location Space areas at rates to be negotiated between the Parties hereto.

C. Customer's use of the Space, installation of Equipment and access to the Terminal Facility shall at all times be subject to Customer's adherence to the generally accepted industry standards, security rules and rules of conduct established by EXTREME for the Terminal Facility. Customer agrees not to erect any signs or devices to the exterior portion of the Space without submitting the request to EXTREME and obtaining EXTREME written approval.

D. Customer may not provide, or make available to any third party, space within the Co-location Space without EXTREME prior written consent. If Customer should provide, or make available to any third party, space within the Co-location Space without obtaining the written consent of EXTREME, Customer shall be in breach of this Agreement and EXTREME may pursue any legal or equitable remedy, including but not limited to the immediate termination of the license pursuant to Section VII (Default), below.

E. EXTREME shall not arbitrarily or indiscriminately require Customer to relocate the Equipment; however, upon sixty (60) days prior written notice or, in the event of an emergency, such time as may be reasonable, EXTREME reserves the right to change the location of the Space or the Terminal Facility to a site which shall afford comparable environmental conditions for the Equipment and comparable accessibility to the Equipment. EXTREME and Customer will work together in good faith to minimize any disruption of Customer's service(s) as a result of such relocation.

EXTREME shall be responsible for the cost of improving the Space to which the Equipment may be relocated, and for relocation of Equipment interconnected to EXTREME services, except that EXTREME shall not be responsible for relocating facilities installed in violation of Sections IV(B) above and Sections V(B), V(C), and V(D).

F. EXTREME charges \$185 per hour, (minimum of two (2) hours) for its engineering staff to analyze, and otherwise troubleshoot technical issues which are not a result of EXTREME'S equipment, errors, or service. EXTREME reserves the right to amend and/or revise this hourly rate for engineering service during the term of this contract. If EXTREME revises the terms of service or its hourly rate, CUSTOMER will be notified in writing 60 days prior to change.

## **VI. INSURANCE.**

Customer is advised to maintain during the Term of this Agreement for each Co-location Space (i) Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury/property damage, (ii) Employers Liability in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and (iii) Workers' Compensation in an amount not less than that prescribed by statutory limits.

## **VII. DEFAULT.**

A. If Customer fails to perform its obligations, or fails to pay for services rendered hereunder, EXTREME may, at its sole option and with written notice, issue a default notice letter to Customer, demanding the default condition be cured. If the default condition is not remedied within the time period specified in the notice letter, which shall not be less than seven (7) calendar days, EXTREME may then, without the necessity of any further notice, discontinue performance and terminate this Agreement, for default, and pursue any other remedies available at law or in equity. EXTREME failure to exercise any of its rights hereunder shall not constitute or be construed by Customer as being a waiver of any past, present, or future right or remedy.

B. At any time during the term of this Agreement, EXTREME may, at EXTREME sole option, immediately terminate this Agreement if Customer is not then maintaining the Equipment solely for the purpose of originating and/or terminating telecommunications transmissions carried over the EXTREME Network or as otherwise set forth in Paragraph 1 of this Agreement, or pursuant to the terms and conditions, if any, contained in any Co-location Schedule identified herewith.

C. If Customer commits an act of default under any Co-location Schedule to which this agreement pertains, EXTREME and EXTREME Affiliates may, in their sole discretion, declare Customer to be in default of any and all other Co-location Schedules then in effect, without the necessity of showing separate failures, acts or omissions by Customer.

D. If Customer commits an act of default with respect to the purchase of telecommunications services from EXTREME, which would entitle EXTREME under its separate tariffs and agreements to terminate its services to Customer, then EXTREME and all EXTREME Affiliates shall be entitled to terminate this Agreement and all Co-location Schedules to which this Agreement pertains.

## **VIII. WARRANTIES, REMEDIES AND DISCLAIMERS.**

A. EXTREME shall, at EXTREME own expense, defend Customer against any and all claims that the Co-location Space used by Customer hereunder infringes on any third party's property or ownership rights. EXTREME shall, at EXTREME sole option, either (i) settle any such claim, (ii) secure valid rights for Customer's continued use, or (iii) furnish equivalent Co-location Space that is not infringing and that can be used to satisfy the original specifications in EXTREME determination. This warranty and remedy by EXTREME shall be valid only if (i) Customer gives EXTREME prompt written notice upon Customer's receipt of any such claim, (ii) Customer provides EXTREME with all pertinent information in its possession relative to such claim and (iii) EXTREME shall have sole control over the settlement or defense of such claim.

B. THE SPACE IS ACCEPTED "AS IS" BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY EXTREME AS TO THE FITNESS OF THE CO-LOCATION SPACE FOR CUSTOMER'S INTENDED PURPOSE. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS ARTICLE, THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL, OR WRITTEN, WITH RESPECT TO THE CO-LOCATION SPACE OR SERVICES COVERED OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, THE REMEDIES PROVIDED IN THIS ARTICLE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.

**IX. FORCE MAJEURE / EXCUSED PERFORMANCE.**

EXTREME is not responsible for breach of this Agreement due to force majeure and will not be held accountable for network unavailability. Force majeure is applicable to performance failures caused by: natural disasters (earthquakes, hurricanes, floods, etc.) wars, riots and other major civic unrest, terrorist attacks, performance failures of parties outside the control of the contracting parties (e.g., disruptions and telephone service attributable to the telephone company or labor actions by employees of a common carrier).

EXTREME's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice or custom shall act to modify any provision of this Agreement.

**X. ASSIGNMENT OR TRANSFER.**

Customer is strictly prohibited from reselling this service without EXTREME's express written consent.

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Neither this Agreement, nor any of your rights or obligations herein shall be transferable or assignable by you without EXTREME's prior written consent, and any attempt to transfer assignment hereof, not in accordance herewith, shall be null and void.

**XI. PUBLICITY.**

Customer shall not use EXTREME name in publicity or press releases, nor disclose this agreement without EXTREME prior written consent.

**XII. LIMITATION OF LIABILITY.**

A. In no event shall EXTREME, EXTREME Affiliates, Customer, or any of their respective officers or employees, be liable, one to the other, for any loss of profit or revenue or for indirect, incidental, special, punitive or exemplary damages incurred or suffered by each other, arising from or pertaining to Customer's use or occupancy of the Co-location Space including (without limitation) damages arising from interruption of electrical power or HVAC services.

B. Customer shall indemnify and hold harmless EXTREME, EXTREME Affiliates, and their respective officers and employees, servants, and agents from and against any and all claims, cost, expenses or liability (including reasonable attorney's fees) arising out of Customer's use of the Co-location Space or Customer's operation of the Equipment within the Co-location Space.

C. Each Party shall be liable to the other for damage to property and death or injury to persons if such damage, loss, or injury is caused by the negligent or willful acts or omissions of such Party, or its officers, employees, servants, agents, affiliates or contractors, or by the malfunction of any equipment supplied or operated by said Party.

**XIII. SURVIVAL PROVISIONS.**

The Parties' rights and obligations, which by their nature would extend beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with the applicable law, as nearly as possible, to reflect the original intentions of the parties and the remainder of the provisions of this contract shall remain in full force and effect.

**XIV. NOTICES.**

All formal notifications and transmittals to EXTREME issued pursuant to the provisions of this Agreement shall be sent by USPS certified mail to:

Attention:  
 Director of Operations  
 Extreme Internet  
 8687 E. Via de Ventura, Suite 311  
 Scottsdale, AZ 85258-3321

All formal notices and transmittals to Customer shall be sent to:

Mailing Address: Troy A. Griffitts  
PO Box 2528  
Tempe, AZ 85280

Email Address: troy@crosswire.org

Telephone Number: 480-463-4177

Either Party may change the notice address or addressee by providing prior written notice.

**XV. APPLICABLE LAW / COLLECTION FEES.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions. Venue for suit to enforce this Agreement shall be in Maricopa County or Pima County Arizona at the sole option of EXTREME. The prevailing party in such litigation shall be entitled to recover its attorney's fees and court costs, in addition to a thirty percent (30%) premium on the principal balance as sued upon as a collection charge. This charge is added as EXTREME routinely engages the services of contingent fee collection attorneys and it is reasonably anticipated between the parties that, should you not pay your debt, your account will be referred to a collection attorney who will charge a contingent fee upon the collection of your account thereby reducing the amount that EXTREME could recover by the 30%. This 30% collection fee is added to make EXTREME whole in the event you do not pay your bill and a lawsuit is necessary to compel you to do so.

**XVI. ENTIRE AGREEMENT.**

This Agreement, including all Attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of such Parties in connection herewith. Customer acknowledges that it has not been induced to enter into this Agreement by any representative or promise not specifically expressed in this Agreement. Any modification made hereto shall not be valid and binding unless it is in writing and signed by both Parties.

**XVII. MISCELLANEOUS.**

Neither party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other party. All notices required or permitted hereunder must be in writing, delivered by USPS Certified Mail, to the respective notice addresses set forth in section XIV, and shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EXTREME:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

CUSTOMER:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

**CO-LOCATION SCHEDULE**

This Co-location Schedule is made on this 16th day of November, 2010 and subject to all definitions, terms and conditions of that certain Agreement for Terminal Facility Co-location Space, dated 16<sup>th</sup> day of November, 2010 the ("Agreement") by and between Datum Communications, Inc., DBA Extreme Internet, and hereafter called "EXTREME", and Troy A. Griffiths, hereafter called "Customer". EXTREME accepts and ratifies the terms and conditions of the Agreement, with respect to the Terminal Facility identified below, as specifically set forth herein.

**ADDRESS OF TERMINAL FACILITY:**

1. 313 N. 3<sup>rd</sup> Ave  
Phoenix, AZ  
85003

2. **SPACE SELECTION / ALLOCATION:**

- A. Co-Location space / allocation is measured in three forms of measurement.  
 - "One Rack Unit" of space measuring 19.0" (W) x 1.75" (H) x 24.0" (D) not exceeding 30 lbs. Weight.  
 - "Rack" of space that consists of an aluminum rack measuring 19.0" (W) x 72.0" (H).  
 (Co-located items within the rack space may not exceed 24" depth without prior written authorization.)  
 - "Cabinet" an enclosed cabinet measuring 24.0" (W) x 83.0" (H) x 30.0" (D).

Customer has contracted for the following Space Selection / Allocation:

RACK UNIT	RACK	CABINET
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Qty <u>1</u>	Qty _____	Qty _____

3. TERM of agreement      1      2      3      4      5      Year (s)  
 Requested Service Date 11/16/2010                             

4. **MONTHLY RECURRING SERVICE FEES**

Occupancy Fee      \$ 95.00  
 Other Monthly Services      \$ n/a  
 (Specify scope of work to be accomplished in Exhibit 2 to Co-location.)

Power Charges  
 AC (120 volts)      \$ 4.00 (per amp, per month)      Battery Back-up      Yes  No   
 DC      \$12.50 (per amp, per month)      Battery Back-up      Yes  No   
 Total Monthly Recurring Fees (including all discounts):      \$ 95.00

5. **NON-RECURRING FEES**

Build-Out Fees      \$ na  
 Cross-Connect Fees      \$ na  
 Installation Fees      \$ na  
 Escort Services      See Exhibit 3  
 Total Non-Recurring Fees (including all discounts):      \$ na

6. **ESCORT SERVICES**

Escort Service is REQUIRED X; NOT REQUIRED \_\_\_\_; each time the Customer obtains access to the Terminal Facility. See paragraph I.E of the Agreement.

**NOTICES**

1. A "cross-connect" is an electrical connection made between two DS-1 circuits on a DSX-1 cross-connect panel or two DS-3 circuits on a DSC-3 cross-connect panel, which interconnects the Equipment with other telecommunications services. EXTREME shall provide appropriate cable facilities (i.e., patch cords and cables required to connect DSX-N jacks) between the Equipment and EXTREME common cross-connect panel located at the Premises. Cross-connect charges are determined by the level and type of facilities connected. No cross-connect shall be provided for any period past the expiration of the Agreement.
2. AC Power charges will be applied based on Customer connected Equipment load based on an initial survey and adjusted annually based on surveys performed on or about the anniversary of the original survey.
3. Customer bandwidth utilization is limited to ONE (1) Gigabyte of transfer per day, or a maximum 40K Hits per day.

CUSTOMER(s):

EXTREME:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(END OF DOCUMENT)

**EXHIBIT 1 to Co-location**

**FACILITY DRAWINGS**

(Not Applicable with regards to this agreement)

**EXHIBIT 2 to Co-location**

**SPECIFIC REQUIREMENTS OF EXTREME STAFF PRIOR TO CUSTOMER INSTALLATION?**

Extreme staff will remove and dispose of customer's Apparo server, thereby reducing the co-location space from 2 RU to 1 RU per this contract.

**SPECIFIC REQUIREMENTS OF CUSTOMER PRIOR TO EXTREME STAFF INSTALLING CUSTOMER EQUIPMENT?**

**SPECIFIC TERMS / CONDITIONS WHICH DEVIATE FROM THE STANDARD TERMS OF OUTLINED IN THIS AGREEMENT?** Customer will be allowed to burst to 10 Mbps, not to exceed terms and conditions as set forth in this contract with specific reference to Page 10 Item# 3.

**EXHIBIT 3 to Co-location**

**DEFINITION OF EXTREME "NORMAL BUSINESS HOURS":**

MON	0600 MST – 1800 MST
TUE	0600 MST – 1800 MST
WED	0600 MST – 1800 MST
THU	0600 MST – 1800 MST
FRI	0600 MST – 1800 MST

**DEFINITION OF EXTREME "NON BUSINESS / AFTER HOURS":**

- THOSE HOURS NOT CONFORMING TO "NORMAL BUSINESS HOURS".

**DEFINITION OF "HOLIDAY NON-BUSINESS / AFTER HOURS":**

- NEW YEARS DAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

**DISPATCH / ESCORT LABOR CHARGES:**

NORMAL BUSINESS HOURS	NO CHARGE
AFTER / NON-BUSINESS HOURS	\$100.00 FIRST HOUR \$ 50.00 EACH HOUR THEREAFTER
"HOLIDAY NON-BUSINESS / AFTER HOURS"	\$150.00 FIRST HOUR \$ 75.00 EACH HOUR THEREAFTER

(END OF DOCUMENT)